



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

TUESDAY, SEPTEMBER 19, 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).

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HYBRID MEETING PARTICIPATION PROTOCOLS

*This meeting will be held in-person and via Zoom for public participation. Remote participation is provided as a supplemental way to provide public comment, but this method does not always work. The public is encouraged to attend in person to ensure full 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

HISPANIC HERITAGE MONTH PROCLAMATION

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

STORMWATER PREPAREDNESS 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 976, 1287 and 1498 and Assembly Constitution Amendment 13.

[STAFF REPORT](#)

[ATTACHMENT](#)

1.C RESOLUTION OF SUPPORT AND SUBMITTAL OF A GRANT APPLICATION FOR MEASURE A/W HIGHWAY PROGRAM FUNDING FOR THE HIGHWAY 1 SOUTH CORRIDOR STUDY

Staff Recommendation: Adopt a resolution of support and authorization for submittal of an application for 2023 Measure A and Measure W Highway Program Funding for the Highway 1 South Corridor Study.

[STAFF REPORT](#)

[RESOLUTION](#)

1.D SUSTAINABILITY PURCHASING AND PRACTICES POLICY 2023 UPDATE

Staff Recommendation: Receive and file update on recent changes to the Sustainable Purchasing and Practices Policy.

[STAFF REPORT](#)

[ATTACHMENT](#)

1.E AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. FOR HOUSING ELEMENT ENVIRONMENTAL REVIEW

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute Amendment 1 to the professional service agreement with Rincon Consultants, Inc. to complete preparation of an Initial Study/(Mitigated)Negative Declaration for the 6th Cycle Housing Element in an amount of \$46,763.

[STAFF REPORT](#)

[RESOLUTION](#)

2. ORDINANCES AND PUBLIC HEARINGS

None.

3. RESOLUTIONS AND STAFF REPORTS

3.A PICKLEBALL DISCUSSION

Staff Recommendation: Conduct a discussion on City Pickleball offerings and consider whether to request staff to consider potential modifications to schedule and fees associated with pickleball.

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

[STAFF REPORT](#)

3.B FINANCIAL REPORT FOR THE QUARTER ENDED ON JUNE 30, 2023

Staff Recommendation: Accept the Financial Report for the quarter ended on June 30, 2023.

[STAFF REPORT](#)

[ATTACHMENT](#)

3.C AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY OF SAN MATEO SHERIFF'S OFFICE - AMENDMENT SIXTEEN

Staff Recommendation: Authorize the City Manager to execute Amendment Sixteen to the Agreement for Law Enforcement Services with the County of San Mateo Sheriff's Office under the new Rates/Payments schedule.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

3.D AGREEMENT FOR PUBLIC SAFETY COMMUNICATION SERVICES WITH COUNTY OF SAN MATEO

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute an agreement between the City of Half Moon Bay and the County of San Mateo for public safety communications services for the period of July 1, 2022, through June 30, 2025.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

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: **September 19, 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 976, 1287 and 1498 and Assembly Constitution Amendment 13.

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 976 Concern Letter, AB 1287 Support If Amended Letter, AB 1498 Support Letter and ACA 13 Support Letter



September 6, 2023

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

**Re: AB 1489 (Garcia) Low-income housing tax credit: farmworker housing
City of Half Moon Bay – Letter of Support**

Dear Assembly Member Garcia,

On behalf of the City of Half Moon Bay, I write to express my strong support for your bill, AB 1489 (Garcia), which would require the California Tax Credit Allocation Committee (TCAC) to consider amending the scoring system for the Low-Income Housing Tax Credit (LIHTC) by granting increased consideration for farmworker housing projects.

As you know and have stated – despite farmworkers' huge economic contribution to the state, their living conditions are horrific. Many farmworkers find themselves living in motel rooms or sharing a living space with several other people.

Half Moon Bay is made up of a significant amount of farm workers and agricultural laborers who not only provide vital services to the state and nation through their labor intense jobs, but who are also active and well-respected members of the community. The City has a number of farmworker housing developments and there are several more actively being constructed or planned.

This bill could result in real tangible benefits for the well deserving farmworkers in Half Moon Bay and across the state. For these reasons, I am pleased to support AB 1489, and thank you for your work on this important bill.

Sincerely,

Deborah Penrose

Deborah Penrose
Mayor of Half Moon Bay

Cc: Assembly Member Marc Berman & Senator Josh Becker



THE CITY OF
HALF MOON BAY
CALIFORNIA

September 5, 2023

The Honorable David Alvarez
California State Assembly
1021 O Street, Suite 5320
Sacramento, CA 95814

**Re: AB 1287 (Alvarez) Density Bonus Law: maximum allowable rental density
City of Half Moon Bay – Letter of Support if Amended (As Amended 8.14.2023)**

Dear Assembly Member Alvarez:

On behalf of the City of Half Moon Bay, I write to express my support for your bill, AB 1287, if amended to address our concerns. This bill would make a number of changes to the definition of “maximum allowable residential density” under existing law. This bill would also require a city, county, or city and county to grant an additional density bonus under specified circumstances. While we support the intent of this bill, we would suggest the following amendments to the current iteration of the bill (Red strikethrough and blue insertions are from the bill, and our suggestions are highlighted in yellow):

(6) “Maximum allowable residential density” or “base density” means the ~~maximum~~ *greatest* number of units allowed under the zoning ordinance, *specific plan*, or land use element of the general plan *if the zoning of the project property is inconsistent with the general plan because the project property has not been rezoned to conform to the general plan*, or, if a range of density is permitted, means the ~~maximum~~ *greatest* number of units allowed by the specific zoning range, *specific plan*, or land use element of the general plan, *if applicable*, to the project. ~~If the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan or specific plan, the greater shall prevail.~~ Density shall be determined using dwelling units per acre. However, if the applicable zoning ordinance, *specific plan*, or land use element of the general plan does not provide a dwelling-units-per-acre standard for density, then the local agency shall calculate the number of units by:...

This is important for Half Moon Bay and any other jurisdiction that finds itself in the relatively common position when zoning regulations are not caught up to General Plan and/or Local Coastal Land Use Plan updates.

Local jurisdictions are already required to abide by “no net loss” with respect to density changes in residential land use designations and zoning districts. There are times when General Plan/Local Coastal Land Use Plan updates result in reduced densities in some parts of a jurisdiction for very important reasons, including hazards, infrastructure, and/or natural resource constraints. In such cases, these reductions are offset by density increases in other parts of the jurisdiction without such constraints. Therefore, honoring a General Plan or Local Coastal Land Use Plan’s maximum density allowances when the zoning is not caught up to the policy document is very important.

It is important to note that this approach would also ensure that the higher densities established in the General Plan or Local Coastal Land Use Plan can be relied upon for such sites that are slated to be rezoned in the future. The City is already taking such an approach via adopted policy in Half Moon Bay’s recently Coastal Commission-certified Land Use Plan update, and the Department of Housing and Community Development has taken favorable note of the City’s position in its review of our Cycle 6 Housing Element. It is also important to note that Specific Plans are another issue altogether, and if one has been prepared and adopted, it really should hold as the playbook for development.

Thank you for your consideration of these changes.

Sincerely,

Deborah Penrose
Deborah Penrose
Mayor of Half Moon Bay

Cc: Assembly Member Marc Berman
Senator Josh Becker



September 6, 2023

The Honorable Christopher Ward
California State Assembly
1021 O Street, Suite 6350
Sacramento, CA 95814

**Re: ACA 13 (Ward) Protect and Retain the Majority Vote Act
City of Half Moon Bay – Letter of Support**

Dear Assembly Member Ward:

On behalf of the City of Half Moon Bay, I write to express my support for your bill, ACA 13 (Ward), which requires any constitutional amendment proposed by initiative, which increases a vote requirement for future measures, to be approved by the same proportion of votes cast as the measure would require. ACA 13 would also preserve the right of local agencies to place advisory questions on the ballot to ask voters their opinions on issues.

Under current law, a simple majority of voters (50% plus 1 vote) may vote to require a super majority (for example, 66 and 2/3%) voter approval for future action. This framework has given disproportionate power to a small number of voters, with a little more than 1/3 of the voters being able to prevent the enactment of laws that a majority of voters agree upon.

This framework has made it unnecessarily difficult to pass revenue measures dedicated to critical services. For example, from 2001-2018, local agency revenue measures with a 2/3 vote requirement have enjoyed only a 51% passage rate, compared to a 70% passage rate of all local revenue measures with lower threshold rates over the same period of time. The status quo has prevented local agencies from providing desperately needed services.

Furthermore, this measure protects a useful tool in determining voter sentiment regarding the use and purpose of tax revenues. A ballot measure qualified for the November 2024 ballot seeks to prohibit the advisory measures from being placed on the same ballot as a local tax initiative. This works to decrease transparency about how the electorate feels funds should be used for.

ACA 13 addresses this issue by simply requiring any initiative that enhances a voter requirement to pass by that same voter requirement. ACA 13 is a good government, fair proposal that protects the principles of democracy and majority rule. For these reasons, I am pleased to support ACA 13 and thank you for your work on this important measure.

Sincerely,

Deborah Penrose

Deborah Penrose
Mayor of Half Moon Bay

Cc: Assembly Member Marc Berman
Senator Josh Becker



THE CITY OF
HALF MOON BAY
CALIFORNIA

September 5, 2023

The Honorable Phil Ting
California State Assembly
1021 O Street, Suite 8230
Sacramento, CA 95814

**Re: AB 976 (Ting) Accessory dwelling units: owner-occupancy requirements
City of Half Moon Bay – Letter of Concern**

Dear Assembly Member Ting:

On behalf of the City of Half Moon Bay, I write to express some concerns with your bill, AB 976, which would make permanent the existing prohibition on local government's ability to require owner-occupancy on a parcel containing an Accessory Dwelling Unit (ADU).

Unfortunately, the proposed legislation is dismissing a leverage tool. If we are going to let go of any owner-occupancy provisions on single-family home sites with ADUs, we would suggest the requirement of at least a year or two of affordable rent in the ADU and/or payment of an in-lieu fee to an affordable housing fund.

While this letter is not a formal letter of opposition, we simply wish to express the concern and suggestion that we have.

Sincerely,

Deborah Penrose

Deborah Penrose
Mayor of Half Moon Bay

Cc: Assembly Member Marc Berman
Senator Josh Becker

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **September 19, 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: RESOLUTION OF SUPPORT AND AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR MEASURE A/W HIGHWAY PROGRAM FUNDING FOR THE SOUTH HIGHWAY 1 CORRIDOR STUDY

RECOMMENDATION:

Adopt a resolution supporting the Half Moon Bay South Highway 1 Corridor Study and authorizing submittal of an application for the San Mateo County Transportation Authority's 2023 Measure A and Measure W Highway Program call for projects.

FISCAL IMPACT:

There is minimal fiscal impact with submitting the grant application, which includes staff time to prepare the application and necessary exhibits covered through the operating budget. If the City is awarded the grant, there are sufficient funds in the City's Street and Road Fund (123) for the required local funding match of \$75,000.

STRATEGIC ELEMENT:

This recommendation supports the *Infrastructure and Environment*, and *Healthy Communities, and Public Safety* Elements of the Strategic Plan.

BACKGROUND:

The Measure A Transportation Expenditure Plan and Measure W Congestion Relief Plan provide funding for mobility programs in San Mateo County. The San Mateo County Transportation Authority administers the proceeds of Measure A and Measure W sales tax revenue. While some programs are directly provided funding allocations (like the Local Streets and Transportation category), other programs must hold a competitive selection process known as a "Call for Projects" to fund projects. The Call for Projects for the 2023 round of Measure A/W Highway Program funding was issued on July 5, 2023.

On August 25, 2023, the City submitted a grant application for the Half Moon Bay South Highway 1 Corridor Study in a total project amount of \$750,000, of which there would be a

\$75,000 local match (\$675,000 in Measure A/W funding). The next step of the grant application requires the City to adopt a resolution supporting the project, authorizing the submittal of the application for the Measure A/W Highway Program funding, and committing the required dedication of \$75,000 in matching funds by October 29, 2023.

DISCUSSION:

The proposed project aims to identify ways to improve highway traffic efficiency and pedestrian and bicycle safety along Highway 1 from Miramontes Point Rd to Hwy 92. This part of Highway 1 is crucial for residents and visitors as it provides access to five schools, a fire department, a sheriff's substation, downtown businesses, residential areas, senior housing, agricultural housing, services for unhoused individuals, medical services, and services for Latinx, youth, and LGBTQ communities. The area is also a regional tourist destination, with many visitors coming to the area from elsewhere in the County, the greater Bay Area, and even internationally. Due to the region's popularity and traffic restrictions, many residents have expressed concerns about emergency vehicle access and the highway's potential to be an evacuation bottleneck.

As such, if the City is awarded the \$675,000 in grant funds, the City would provide an additional \$75,000 in matching funds from the Street and Road Fund (123) to complete a \$750,000 corridor study project focused on identifying improvements along Highway 1, spanning from Miramontes Point Road to Highway 92. The proposed study would investigate current traffic and travel patterns, identify bottlenecks, and evaluate potential solutions to improve traffic flow and safe access for bicyclists and pedestrians. The project would investigate all highway crossings with particular emphasis on the East/West connections at key intersections. The funding request also includes a sufficient budget for robust, equitable engagement in coordination with community partners to identify community-preferred projects and alternatives for the implementation plan.

ATTACHMENT:

Resolution

RESOLUTION NO. C-2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY SUPPORTING THE HALF MOON BAY SOUTH HIGHWAY 1 CORRIDOR STUDY AND AUTHORIZING SUBMITTAL OF AN APPLICATION FOR THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY'S 2023 MEASURE A AND MEASURE W HIGHWAY PROGRAM CALL FOR PROJECTS

WHEREAS, South Highway 1, from Miramontes Point Road to Highway 92, encompasses a critical transportation corridor that provides critical access points to five schools, a fire department, a San Mateo County Sheriff Substation, downtown businesses, residential neighborhoods, senior housing, temporary housing for unhoused individuals, agricultural housing, County medical services, and services geared towards older adults, Latinx, youth, LGBTQ, and unhoused community members; and

WHEREAS, the area is also a regional tourist destination, with many visitors coming from elsewhere in the County, the greater Bay Area, and internationally; and

WHEREAS, South Highway 1, from Miramontes Point Road to Highway 92, lacks continuous, high-quality bicycle and pedestrian paths, and has limited transit service amenities; and

WHEREAS, commuters, students, visitors, and local industry, rely on access to Highway 1, resulting in gridlock during peak weekday and weekend traffic periods; and

WHEREAS, the Half Moon Bay South Highway 1 Corridor Study has the opportunity to identify holistic solutions related to transportation on South Highway 1, from Miramontes Point Road to Highway 92, focused on improving traffic flow and providing safe bicycle/pedestrian access and highway crossing for improved access to the critical services and destinations in Half Moon Bay; and

WHEREAS, it will cost \$750,000 to complete the corridor study and accompanying public outreach; and

WHEREAS, the City wishes to complete the study and if awarded, would provide \$75,000 in matching funds from the Street and Road Fund (123); and

WHEREAS, the City seeks \$675,000 in Measure A and/or Measure W Highway Program funds for robust community outreach and a corridor study focused on Highway 1 from Miramontes Point Road to Highway 92; and

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

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

WHEREAS, on November 6, 2018, the voters of San Mateo County approved a ballot measure known as "Measure W," which increased the sales tax in San Mateo County by 1/2 percent, and tasked the TA with administering four of the five transportation program categories pursuant to the Congestion Relief Plan presented to the voters; and

WHEREAS, the TA issued a Call for Projects for the Measure A and Measure W Highway Program funds on July 5, 2023, and

WHEREAS, the TA requires applicants for Measure A and/or Measure W funds to submit a resolution in support of the application, in this case for \$675,000 in Measure A Highway Program funds for robust community outreach and a corridor study focused on Highway 1 from Miramontes Point Road to Highway 92; and

WHEREAS, the TA also requires applicants to submit a resolution committing to the completion of the proposed project scope, in this case the corridor study focused on Highway 1 from Miramontes Point Road to Highway 92 and associated outreach activities, and

WHEREAS, if the TA Board awards Measure A and/or Measure W Highway Program funds to Highway 1 South Corridor Study, the TA will require that the City of Half Moon Bay commence work on the corridor study within one year of TA Board action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Half Moon Bay hereby:

1. Directs staff to submit an application for TA 2023 Measure A and Measure W Highway Program funds for \$675,000 for the Half Moon Bay South Highway 1 Corridor Study.
2. Authorizes the City Manager to execute a funding agreement with the San Mateo County Transportation Authority for the City to receive any Measure A and/or Measure W Highway Program funds awarded.
3. Commits \$75,000 in City matching funds for the completion of the Highway 1 South Corridor Study, if awarded the requested TA Measure A and/or Measure W Highway Program funds.
4. Directs the City to commence work on Highway 1 South Corridor Study within one year of receiving an award of Measure A and/or Measure W Highway Program Funds.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 19th day of September 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

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **September 19, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Matt Nichols, Management Analyst

TITLE: SUSTAINABILITY PURCHASING AND PRACTICES POLICY 2023 UPDATE

RECOMMENDATION:

Receive an informational update on recent changes to the Sustainable Purchasing and Practices Policy.

FISCAL IMPACT:

The fiscal impact associated with the adoption of this policy is minimal. The policy establishes a preference for purchasing environmentally sustainable products but does not require these purchases when the difference in cost is significant.

STRATEGIC ELEMENT:

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

BACKGROUND:

Going back to 2019, the Half Moon Bay City Council has prioritized and championed environmental sustainability as one of its top five priorities year after year. At a priority setting session in March 2020, the City Council identified the reduction of single-use plastics as a recommended action for FY 2020-21, and to demonstrate their leadership and commitment to this cause had staff create the original Sustainability Purchasing and Practices policy, prohibiting the use and sale of polyethylene terephthalate (PET) or other single use plastic beverage bottles under 1L at City facilities or at City-sponsored events. In addition, the City Council adopted an ordinance in 2020 banning these single use plastic bottles at City parks and beaches. (HMB Muni Code 9.13.065.b)

This original Sustainability Purchasing and Practices policy not only prohibited the use of plastic bottles at City events but also laid out best practices for the purchase of environmentally friendly office supplies, reducing the amount of waste produced by the City, and set standards

and goals for electrification of City vehicles and facilities. In September 2020, that policy was then drafted and adopted.

Following this initiative to demonstrate leadership and support greater participation and awareness of sustainable practices throughout the community, staff identified other opportunities to collaborate on policy initiatives. Elements of the draft Sustainable Purchasing and Practices policy and the proposed Disposable Foodware Ordinance were presented to the Cabrillo Unified School District at the 2x2 Education Subcommittee meeting on June 28, 2020, and were received with much interest from the School District. In the Summer and fall of 2020, staff also identified an opportunity to work collaboratively with the Parks and Recreation Commission by jointly designing and implementing new language in the Half Moon Bay facility rental agreement. The new language modeled on the Sustainability Purchasing and Practices Policy included restrictions on disposable foodware and micro-trash such as confetti, encouraging renters to use our three-tiered solid waste disposal system, and emphasizing the use of recycled products and proper disposal of recyclables.

DISCUSSION:

Updating Half Moon Bay's Sustainable Purchasing and Practices Policy (Attachment A) demonstrates the City's continued recognition of its responsibility to minimize negative impacts on human health and the environment. It also shows our support for a diverse, equitable, and vibrant community and exemplifies the City's commitment to keeping up with changes in policy and best practices surrounding sustainability. The policy provides detailed guidance to further the City's environmental sustainability goals through specific direction in regard to general office practices, purchasing guidelines, fleet electrification, disposable foodware, and compliance with SB1383. The policy will apply to all City departments and employees, vendors, contractors, and grantees for all products and services provided to the City.

Purchasing

The products and services the City purchases have inherent social, human health, environmental, and economic impacts, and the policy outlines how Half Moon Bay should make decisions that embody the City's commitment to environmental sustainability. The policy identifies specific criteria to consider when purchasing goods and/or services. The criteria illustrate specific strategies for identifying environmentally preferable products, such as those made from recyclable material and/or third-party certification from [Energy Star](#), [EcoLogo](#), etc. The policy also outlines other considerations such as the full lifecycle of a product, including the disposal method and cost. Products and materials that are able to be composted or recycled at the end of their usable lifespan will be given priority over items that would be sent to the landfill. Sustainability staff will conduct regular training on waste sorting criteria for composting and recycling through Republic Services as well as third-party recycling opportunities such as [TerraCycle](#) or [Konica Minolta's Clean Planet Program](#).

The policy also addresses fleet electrification and a desire to transition to a 100% Zero-Energy Fleet. City staff will continue to monitor for viable zero-energy vehicle options to replace the City's current maintenance vehicles and will look to replace the two pool vehicles with electric vehicles at the end of their usable lifespans.

Regulated items and recordkeeping requirements

With the adoption of California's Short-Lived Climate Pollutant Reduction Strategy SB 1383 and recent updates to the California Public Contract Code regarding local jurisdictions' requirements surrounding the purchase of paper and recovered organic waste, City staff must now make specific choices when purchasing items such as paper products and mulch/ compost and keep detailed records of said purchases. The updates to Half Moon Bay's Sustainable Purchasing and Practices Policy address these requirements and spell out the types of regulated products that would be compliant and what documentation is needed. In addition, components of Half Moon Bay's foodware ordinance have also been incorporated into the updated sustainable purchasing and practices policy as the City seeks to be an example for making sustainable choices.

ATTACHMENT:

Updated Sustainability Purchasing and Practices Policy



CITY OF HALF MOON BAY

Administrative Policy

Subject: Environmentally Sustainable Purchasing and Practices Policy

I. PURPOSE:

In accordance with the City of Half Moon Bay's Sustainability Implementation Plan (SIP), the City recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The City also understands that the types of products and services it buys have inherent social, human health, environmental, and economic impacts, and that it should make procurement decisions that embody the City's commitment to environmental sustainability.

This Environmentally Sustainable Purchasing and Practices Policy is intended to:

- Protect and conserve natural resources, water, and energy;
- Minimize the City's contribution to climate change, pollution, and solid waste disposal;
- Communicate, complement, and support implementation of the City's environmental sustainability goals and policies;
- Empower employees to be innovative and demonstrate leadership by considering environmental sustainability benefits when making purchasing and operational decisions; and
- Facilitate the City's compliance with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations) to procure a specified amount of Recovered Organic Waste Products and to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

II. DEFINITIONS:

- A. "City" means the City of Half Moon Bay.
- B. "Compost" means the product resulting from the controlled biological decomposition of Organic Waste that is source separated from the solid waste stream, or which is separated at a centralized facility, or as otherwise defined in 14 CCR Section 17896.2(a)(4).
- C. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).
- D. "Disposable" means designed to be discarded after a single or limited number of uses and not designed or manufactured for long-term multiple reuse.
- E. "Environmentally Preferable Products (EPP)" are products that have a lesser or reduced impact on human health and the environment when compared with competing products that serve the same purpose. Such impacts include, but are not limited to, the amount of raw material acquisition, production and manufacturing methods, packaging methods and materials, distribution, reuse, operation, and/or disposal of products.

- F. “Feasible” means whenever possible and within reason without reducing safety, quality or effectiveness.
- G. “Foodware” means food contact products used for serving, distributing, holding, packaging, and/or transporting Prepared Food including, but not limited to plates, cups, bowls, trays, clamshell containers, boxes, utensils, straws, lids, and food contact paper (e.g., wraps, bags, tray liners, etc.). The term “Foodware” includes Foodware Accessories.
- H. “Foodware Accessories” include Foodware such as straws, stirrers, cup spill plugs, cup sleeves, condiment packets, utensils (including chopsticks), cocktail sticks/picks, toothpicks, napkins, and other similar accessory or accompanying Foodware used as part of food or beverage service or packaging. Detachable lids for beverage cups and food containers are not considered a Foodware Accessory.
- I. “Natural Fiber/Natural Fiber-based” means a plant or animal-based, non-synthetic fiber, including but not limited to products made from paper, sugarcane, bamboo, wheat stems/stalk, hay, wood, etc.
- J. “Organic Waste” refers to material produced from living organisms and their metabolic waste products, including but not limited to food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.
- K. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).
- L. “Practical or Practicable” means whenever possible without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable amount of time.
- M. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).
- N. “Recordkeeping Designee” is the Public Works Program Manager or whomever the City Manager designates to track the implementation of SB 1383 mandates.
- O. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- P. “Recycled-Content” means products consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.
- Q. “SB 1383” means Senate Bill 1383.

- R. "SB 1383 Regulations" or "SB 1383 Regulatory" means the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle.
- S. "State" means the State of California.

III. OFFICE PRACTICES

- A. City staff are expected to support the City's environmental sustainability goals by adopting best practices. Such practices include, but are not limited to:
 - 1. Properly sorting all materials into their appropriate waste streams (recycling, organics, and garbage).
 - 2. Unsubscribing from unnecessary or duplicate incoming and outgoing mail. Circulate subscriptions, etc. to eliminate duplications.
 - 3. Practicing computer networking and "paperless" office methods.
 - 4. Using reusable items for food and drink consumed at the workplace instead of disposable or recyclable items.
 - 5. Powering down computers, copiers and other electronics when not in regular use.
 - 6. Turning off all lights when leaving a room and at the end of the workday.
- B. For copying and printing:
 - 1. Double-sided printing should be set as the default and used whenever feasible.
 - 2. Emails, documents, memos, etc. should only be printed when absolutely necessary.
 - 3. All printer cartridges should be recycled whenever possible (see [Konica Minolta's Clean Planet Program](#)).
- C. For City buildings:
 - 1. Replacement lightbulbs should have a minimum of 10,000 usable hours.
 - 2. Energy should be sourced through Peninsula Clean Energy's Eco100 program, which provides 100% greenhouse gas free energy.

IV. PURCHASING GUIDELINES:

A. General Policy Statement

All City employees will act in a manner that protects human health and the environment, is fiscally responsible, and promotes social equity, disadvantaged business opportunities and other economic benefits to the community. These actions include, but are not limited to, general office practices and the purchase of products or services. This policy applies to all City departments and employees, vendors, contractors, and grantees for all products and services provided to the City.

This policy shall not require the City to exclude competition, or to purchase products or services that do not perform adequately or are not available at a reasonable price in a reasonable period of time.

B. General Best Practices

- 1. Consolidate orders and order in bulk whenever feasible, especially regarding office supplies.
- 2. Evaluate purchases to consider their short-term and long-term costs, comparisons of lifetime guarantee, maintenance and operational costs, and final disposal costs.

3. Encourage vendors to reduce packaging to the greatest extent possible and to reuse pallets and other shipping materials.
4. Give preference to environmentally preferable products such as those that contain post-consumer recycled content, are reusable and/or are accepted in the City's recycling and compost program, and/or are made locally to reduce the environmental impact from shipping.
5. Purchase office and cleaning supplies and equipment that minimize environmental impacts and that do not have a negative effect on human health, such as:
 - i. Energy Star certified printers, copiers, servers, refrigerators, and dishwashers.
 - ii. EPEAT registered computers, laptops, TVs and monitors.
 - iii. Cleaning products and services recognized with the GreenSeal or EcoLogo.
 - iv. Products with end-use recycling programs such as Terracycle.

C. Regulated Items

1. Plastic Beverage Bottles

City departments shall not purchase or distribute PET or other disposable plastic beverage bottles under 1L for use at meetings, City-sponsored events, or within City facilities (including parks and beaches). Staff members are encouraged to utilize reusable mugs and containers to reduce the use of disposable cups. Departments are encouraged to purchase insulated pitchers for the provision of water at meetings. The purchase of plastic water bottles for emergency storage is exempt when necessary.

2. Fleet Vehicles

The City is committed to achieving a 100% Zero-Energy Vehicle (ZEV) fleet. However, many of the City's vehicles are heavy-duty maintenance vehicles that must be able to respond immediately in the case of an emergency. These emergencies may include electrical disruptions, which could make vehicle charging unavailable for extended periods of time.

City staff will remain engaged with and monitor the vehicle market for ZEV options that can reasonably and safely replace the City's existing vehicles. Whenever practicable, the City will replace its existing vehicles with ZEV alternatives.

3. Recycled-Content Paper Products and Printing/Writing Paper

In accordance with SB 1383, the City and its Direct Service Providers must purchase printing and writing paper consisting of at least 30 percent, by fiber weight, postconsumer fiber. Other paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:

- Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
- Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
- Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
- Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
- General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber

Whenever available at the same or a lesser total cost than non-recycled items and where fitness and quality are equal to that of non-recycled items. Paper Products must be accepted in the City's recycling and/or composting program. City departments will also adhere the Reporting and Recordkeeping requirements outlined in Section V.

When Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are procured through a Direct Service Provider, City staff must have a written agreement or purchase order with enforceable provisions that includes: (i) definitions and specifications for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper; and, (ii) an enforcement mechanism (e.g., termination, liquidated damages) in the event the Direct Service Provider is not compliant with the requirements.

4. Recovered Organic Waste Products

In accordance with SB 1383, the City will annually procure a quantity of Recovered Organic Waste Products that meets or exceeds the annual recovered organic waste product procurement target established by CalRecycle. Products that can be used to meet the target include Compost, Mulch, Renewable Gas, and Electricity Procured from Biomass Conversion, as described below. Whenever practicable, City departments will purchase and use eligible organic waste products. City departments will also adhere to the Reporting and Recordkeeping requirements outlined in Section V.

i. Compost

Compost must be certified by the Organics Materials Review Institute, US Composting Council, or other program as approved by the City and produced at a compostable material handling operation authorized under 14 CCR Chapter 3.1 of Division 7 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Chapter 3.2 of Division 7. Compost shall meet the State's composting operations regulatory requirements.

ii. Mulch

Mulch must meet the following conditions as specified by 14 CCR Section 18993.1(f)(4) including:

- a) Produced at one of the following facilities:
 - 1) A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - 2) A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
 - 3) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
- b) Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3, as enforced by Jurisdiction Code Section 13.04.

5. Renewable Gas

Renewable Gas must be derived from Organic Waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

6. Electricity Procured from Biomass Conversion

Any electricity procured from Biomass Conversion must be generated from biomass facilities that convert recovered Organic Waste, such as wood and prunings from the municipal stream, into electricity. The feedstock used at the biomass facility must be received directly from certain permitted or authorized compostable material handling operations or facilities, transfer/processing operations or facilities, or landfills, as described in 14 CCR Section 18993.1(i).

7. Foodware and Foodware Accessories

City departments shall use reusable Foodware and Foodware Accessories for any events held at City-owned building and should be prioritized for all other events.

When Disposable Foodware and Foodware Accessories must be used, City Departments shall only purchase Natural Fiber-Based Disposable Foodware and/or Foodware Accessories that are consistent with the City’s Disposable Foodware Ordinance ([Half Moon Bay Municipal Code 7.30](#)). City Departments shall not purchase Disposable Foodware and/or Foodware Accessories made of plastic or compostable plastic materials. Paper based Foodware and Foodware Accessories, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

V. SB 1383 REPORTING AND RECORDKEEPING:

A. Requirements for City Departments. City departments shall keep records, including invoices or proof of procurement (either through purchase or acquisition) of all compost, mulch, Paper Products, and Printing and Writing Paper (both recycled-content and non-recycled content), and submit records to the City’s Recordkeeping Designee within thirty (30) days of purchase. If compost, mulch, Paper Products, and Printing and Writing Paper (both recycled-content and non-recycled content) are procured through a Direct Service Provider, the City staff that oversees the purchase is responsible for obtaining the information below.

1. For compost and mulch procurement or purchases, records shall include:
 - i. Invoice or other record demonstrating purchase or procurement;
 - ii. Type of product;
 - iii. Quantity of each product;
 - iv. General description of how and where the product was used and applied, if applicable; and,
 - v. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured.
2. For Paper Products and Printing and Writing Paper (both recycled-content and non-recycled content), records shall include:
 - i. Copy of the invoice or other documentation of purchase;
 - ii. Written certifications as required in Section 4.2.A.3-4 for recycled-content

- purchases
- iii. Vendor name
- iv. Purchaser name
- v. Quantity purchased
- vi. Date purchased
- vii. Recycled content (including products that contain none), and
- viii. If non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

Adopted/Approved by _____ on _____.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **September 19, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jill Ekas, Community Development Director

TITLE: AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. FOR HOUSING ELEMENT ENVIRONMENTAL REVIEW

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute Amendment 1 to the professional service agreement with Rincon Consultants, Inc. to complete preparation of an Initial Study/(Mitigated)Negative Declaration for the 6th Cycle Housing Element in an amount of \$46,763.

FISCAL IMPACT:

The original agreement budget of \$85,017 was predominately expended during fiscal year (FY) 2022-23. The amount remaining, as well as the additional budget of \$46,763 associated with this amendment can be covered in the Planning Professional Services budget for FY 2023-24. Furthermore, at least \$85,000 of the overall budget is eligible for a reimbursement grant from the California Department of Housing and Community Development (HCD) for which staff will be completing reimbursement requests this fall.

STRATEGIC ELEMENT:

This recommendation supports the *Healthy Communities and Public Safety, Infrastructure and Environment, and Fiscal Sustainability* Elements of the Strategic Plan.

BACKGROUND:

The City is completing the Housing Element update for the Cycle 6 period which covers 2023 – 2031. The first public draft was released in April 2023, and an updated draft was subsequently submitted on May 30, 2023, to HCD for a 90-day review period that ended on August 31. Staff is working to address HCD’s comments on the draft Housing Element for Planning Commission consideration and City Council adoption this fall. HCD’s review confirmed the proposed housing sites. This confirmation allows the associated programmatic environmental review to be completed.

In April 2022, the City Council authorized the City Manager to enter into an agreement with Rincon Consultants, Inc. for an initial scope of work for programmatic environmental review of the draft Housing Element in accordance with the California Environmental Quality Act (CEQA). Due to the complexity of such an assessment, is standard practice to hire an environmental review consultant to prepare this evaluation.

DISCUSSION:

The draft Housing Element relies on the recently certified Local Coastal Land Use Plan (LUP) update’s framework for housing sites and policies. The Element includes housing sites, policies, and programs at a much more specific level than the LUP. Housing Elements are not subject to Coastal Commission certification; however, they are subject to the California Environmental Quality Act (CEQA). As such, staff sought a CEQA consultant with recent experience preparing environmental documents for Housing Elements for which Rincon was selected.

Rincon has completed a substantial portion of the original scope of work within the originally approved budget. However, over the course of this work, Rincon and City staff determined that some additional scope is needed to address certain topic areas more thoroughly, including the assessment of vehicle miles traveled (VMT), update air quality and other modeling, and reserve funds to provide initial consultation regarding future rezonings. Staff and the consultant have also been approaching this project in a manner such that the Initial Study can be re-used to support subsequent CEQA coverage for zoning amendments needed to implement both the Housing Element and the LUP. Amendment 1 to the original agreement will provide adequate scope and budget to complete the environmental review of the Housing Element, and approval is now being sought to keep the project moving following HCD’s initial review which just ended at the end of August.

ATTACHMENT:

Resolution for Amendment 1 to the Professional Services Agreement with Rincon Consulting, Inc.

Resolution No. C-2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 1 OF A PROFESSIONAL
SERVICES AGREEMENT WITH RINCON CONSULTING, INC. TO PREPARE AN INITIAL
STUDY/MITIGATED NEGATIVE DECLARATION FOR THE 6TH CYCLE HOUSING ELEMENT IN AN
AMOUNT OF \$46,763**

WHEREAS, Rincon Consulting, Inc has provided contract planning services to the City of Half Moon Bay within the past five years; and

WHEREAS, the City sought a qualified consultant with recent experience preparing environmental review documents for Housing Elements, and

WHEREAS, in April 2022, the Council authorized the City Manager to execute a professional services agreement with Rincon Consulting, Inc. to prepare an Initial Study/Mitigated Negative Declaration for the 6th Cycle Housing Element in an amount of \$85,017; and

WHEREAS, Rincon Consulting, Inc. has completed a substantial portion of the original work scope within budget; and

WHEREAS, the Community Development Director has determined that additional scope is needed to more thoroughly cover certain environmental topics including an assessment of vehicle miles traveled which involves technical modeling, as well as other updates to project modeling for air quality, as well and providing budget to cover consultation regarding pending rezonings; and

WHEREAS, Rincon Consulting, Inc. has submitted a proposal for an additional scope of work to cover such tasks in the amount of \$46,763; and

WHEREAS, adequate funds are available in the City’s FY 2023-24 budget for Planning Contract services.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment 1 of the Professional Services Agreement with Rincon Consulting, Inc. to prepare an initial study/ mitigated negative declaration for Half Moon Bay’s 6th cycle Housing Element for an additional cost of \$46,763.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 19th day of September 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

1965

After playing golf one Saturday during the summer, Joel Pritchard, congressman from Washington State and Bill Bell, successful businessman, returned to Pritchard's home on Bainbridge Island, WA (near Seattle) to find their families sitting around with nothing to do. The property had an old badminton court so Pritchard and Bell looked for some badminton equipment and could not find a full set of rackets. They improvised and started playing with ping-pong paddles and a perforated plastic ball. At first they placed the net at badminton height of 60 inches and volleyed the ball over the net. As the weekend progressed, the players found that the ball bounced well on the asphalt surface and soon the net was lowered to 36 inches. The following weekend, Barney McCallum was introduced to the game at Pritchard's home. Soon, the three men created rules, relying heavily on badminton. They kept in mind the original purpose, which was to provide a game that the whole family could play together.



Rep. Joel Pritchard

1967

The first permanent pickleball court was constructed in the backyard of Joel Pritchard's friend and neighbor, Bob O'Brian.

1972

A corporation was formed to protect the creation of this new sport.



Original Pickleball Court

1975

The National Observer published an article about pickleball followed by a 1976 article in Tennis magazine about "America's newest racquet sport."

1976

During the spring of 1976, the first known pickleball tournament in the world was held at South Center Athletic Club in Tukwila, Washington. David Lester won Men's Singles and Steve

Paranto placed second. Many of the participants were college tennis players who knew very little about pickleball. In fact, they practiced with large wood paddles and a softball sized plastic ball.

1978

The book, *The Other Raquet Sports*, was published and included information about pickleball.

1982

Pickleball pioneer, Sid Williams began playing and organizing tournaments in Washington state.

1984

The United States Amateur Pickleball Association (U.S.A.P.A.) was organized to perpetuate the growth and advancement of pickleball on a national level. The first rulebook was published in March 1984.

The first Executive Director and President of U.S.A.P.A. was Sid Williams who served from 1984 to 1998. He was followed by Frank Candelario who kept things going until 2004.

The first composite paddle was made by Arlen Paranto, a Boeing Industrial Engineer. He used the fiberglass/nomex honeycomb panels that commercial airlines use for their floors and part of the airplane's structural system. Arlen made about 1,000 paddles from fiberglass/honeycomb core and graphite/honeycomb core materials until he sold the company to Frank Candelario.

1990

Pickleball was being played in all 50 states.

1992

Pickle-Ball, Inc. manufactured pickleballs in-house with a custom drilling machine.

1997

Joel Pritchard passed away at age 72. Though he was Washington State's Lieutenant governor from 1988 to 1996, he is probably better known for his connection to the birth of pickleball.

1999

The first pickleball internet website, Pickleball Stuff, launched and provided players with information, equipment, and products.

2001

The game of pickleball was introduced for the first time in the Arizona Senior Olympics through the efforts of Earl Hill. The tournament was played at Happy Trails RV Resort in Surprise, AZ and drew 100 players. It was the largest event ever played to that point. Over the next few years the event grew to nearly 300 players.

2003

There are 39 known places to play in North America listed on the Pickleball Stuff website. This represents 10 States, 3 Canadian Provinces and about 150 individual courts.

Pickleball was included for the first time in the Huntsman World Senior Games, held each year in St. George, Utah during October.

2005

A new corporation for the sport was established as USA Pickleball Association (USAPA). Mark Friedenberg was named the first president of the new USAPA and the first Board of Directors included:

- Vice President – Steve Wong
- Secretary – Fran Myer
- Treasurer – Lela Reed
- General Counsel – Phil Mortenson
- Grievance – Phil Mortenson
- Marketing – Erne Perry followed by Pat Carroll in March, 2006
- Membership – Carole Myers
- National/International Relations and the Ambassador Program – Earl Hill
- Newsletter – Jettye Lanius
- Ratings and Rankings – Mark Friedenberg
- Rules – Dennis Duey

- Tournaments – Barney Myer
- Training – Norm Davis
- Webmaster – Steve Wong

Steve Wong (former USAPA Webmaster) created the first USAPA website that went live in March. Website activity continued to increase as the popularity of pickleball grows and the features of the website increase.

USAPA became a Non-Profit Corporation on July 1.

USAPA cooperated with several web sites to have them discontinue their Places to Play links and consolidate all their entries into the USAPA database creating a single reliable source for players to find sites to play. Today this website is: places2play.org



2006

One of the originating founders of the sport, Bill Bell passes away at 83.

2008

The USAPA Rules Committee, headed by Dennis Duey, published the (1) *USA Pickleball Association Official Tournament Rulebook – Revision: May 1, 2008*.

Pickleball was included for the first time at the National Senior Games Association (NSGA).

There are now 420 places to play in North American as listed on the USAPA website. This represents 43 States and 4 Canadian Provinces and about 1500 individual courts. This does not account for those places that are adding courts at private homes.

ABC's *Good Morning America* aired live, in-studio segment on pickleball that included a brief demonstration. This was the first mass media exposure for the sport.

2009

The first USAPA National Tournament for players of all ages was held in Buckeye, Arizona, November 2-8, 2009. The tournament drew almost 400 players from 26 states and several Canadian provinces.

USAPA establishes the Grant Program to assist players in creating new sites for new players. By the end of 2013 the program has accounted for over 1,400 new sites.

2010

To help foster the growth of the sport on an international level, USAPA established the International Federation of Pickleball (IFP) organization and corresponding website (ifpickleball.org).

2013

In January, Justin Maloof joined USAPA as its first full-time Executive Director.

USAPA starts the year off with a record 4,071 members.

USAPA re-brands with a new logo and red, white, and blue color scheme that is more consistent with other US national sports governing bodies.



2014

USAPA launched a new, more user-friendly website.

Pickleball Channel launched making it the first professional media group for the sport

2015

USAPA surpasses 10,000 members for the first time.

The first USAPA ambassador retreat was held in Tahoe City, CA.

According to the Sports and Fitness Industry Association (SFIA), there are now just over 2 million pickleball players.

USAPA and author Mary Littlewood collaborate with publisher, Human Kinetics to produce a new pickleball book for beginners titled (2) *Pickleball Fundamentals, Master the Basics and Compete with Confidence*.

After 6 years in Buckeye, AZ, USAPA moves the USAPA National Championships to Casa Grande, AZ.

Total number of courts per Places2Play continues to grow and breaks through 10,000 courts and finishes the year at 12,800 for both indoor and outdoor courts.

2016

USAPA reports it now has more than 17,000 members.

USAPA creates a national certified referee certification program.

Pickleball Magazine launched as the sports first full-color, professional print and digital publication. USAPA members receive a free digital copy and a discount on a mailed subscription.

The first US Open Pickleball Championships were held in Naples, FL and included the first nationally televised broadcast of pickleball on CBS Sports Network.

More than 4,600 locations are now listed on Places2Play.

USAPA selects St. Jude's Children's Research Hospital as it's national charitable partner.

The Super Senior International Pickleball Association (SSIPPA) was created and partners with USAPA and sanctions all their tournaments.

2017

The USAPA volunteer Ambassador group exceeds 1,500.

Places2Play reflects nearly 5,900 locations.

USAPA expands the number of USAPA regionals from 8 to 11.

USAPA and the American Sports Builders Association (ASBA) partner to co-author the first official pickleball construction book for the sports industry. (3) *Pickleball Courts – a Construction & Maintenance Manual* provides detailed technical information for properly building pickleball courts and facilities.

USAPA and the International Pickleball Teaching Professional Association (IPTPA) launched a Pickleball Hall of Fame. Inaugural inductees were Joel Pritchard, Barney McCallum, Sid Williams, Arlen Paranto, Mark Friedenber, and Billy Jacobsen.

With over 1,300 players, the USAPA National Championships sets a record for participants and for the first time, a 2-hour segment of the event airs to a nation-wide audience on CBS Sports Network.

USAPA membership doubles in two years and is 22,000 by December.

2018

USAPA membership surpasses 30,000.

Total number of courts per Places2Play locations is nearly 7,000 and there are nearly 21,000 known courts across the U.S.

USAPA partners with Pickleballtournaments.com to produce and launch the sports first results-based tournament player ratings (UTPRs).

USAPA partners with the newly formed Professional Pickleball Registry (PPR), a subsidiary of the Professional Tennis Registry (PTR). During the first 6 months, PPR certifies over 1,000 new pickleball instructors.

USAPA members Jennifer Lucore and Beverly Youngren co-author and publish the sport's first historical book, (4) *History of Pickleball, More Than 50 Year of Fun!*

The USA Pickleball partners with Desert Champions, LLC with a multi-year deal and moves the National Championships to the world-renowned Indian Wells Tennis Garden in Indian Wells, CA. Registration for the newly branded Margaritaville USA Pickleball National Championships explodes to over 2,200 participants. The event featured over 17 hours of live-streamed content to a nation-wide audience on ESPN3 and a 1-hour segment aired nationally on ESPNEWS. The event also provides the highest cash purse (\$75,000) in the history of the sport.

USAPA Facebook team carried several live matches of the National Championships on Facebook and had a total reach of over 1.5Million viewers.

Pickleball Hall of Fame inductees were Earl Hill, Fran Myer and Robert Lanius.

2019

USA Pickleball Association as part of the growth agenda adds several new staff including Hope Tolley, Managing Director, Recreation Programs, George Bauernfeind, as first Chief Marketing Officer, and Karen Parrish, Head of Competition and Officiating.

The Sports Fitness Industry Association 2019 report indicates pickleball continues as one of the fastest growing sports in the U.S. as participants reaches 3.3 million.

The last of the three originating founders of the sport, Barney McCallum passed away at 93.

The Margaritaville USA Pickleball National Championships places a greater emphasis on spectators and the spectator experience. A VIP lounge and live video screens were placed just outside the stadium court where fans could enjoy the action from the food and beverage areas. The event drew nearly 28,000 fans.

Pickleball Hall of Fame inductees were Dan Gabanek, Jennifer Lucore, Enrique Ruiz and Steve Paranto.

USAPA reaches almost 40,000 members by the end of the year, a 1,000% growth rate since beginning of 2013.

2020

USAPA rebranded as USA Pickleball, aligning more consistently it with other US sports governing bodies and our USA Pickleball National Championships. The brand re-launch also includes a new, modern logo and an updated website. The new name, logo and website are designed to strengthen USA Pickleball's worldwide image as the official pickleball organization in the U.S.

Stu Upson joins USA Pickleball in December as first full-time CEO.



2021

USA Pickleball Membership reached the 50,000 milestone and ended the year with just over 53,000 members, a 43% increase from the previous year and the largest single growth year to date for the organization. With over 2,300 registered players, the 2021 Margaritaville USA Pickleball National Championships presented by Pickleball Central was the largest tournament in the world to date.

USAP continued to reinvest in staff infrastructure and ended the year with nearly 20 staff members. Media exposure also continued to drive awareness with several national segments on NBC's The Today Show, CNBC, BBC News, Live with Kelly and Ryan, and stories published within top-rated publications including, The New York Times, Vanity Fair, Forbes, Allure, The Boston Globe, The Economist, USA Today, Sports Illustrated, Parade, and Axios.

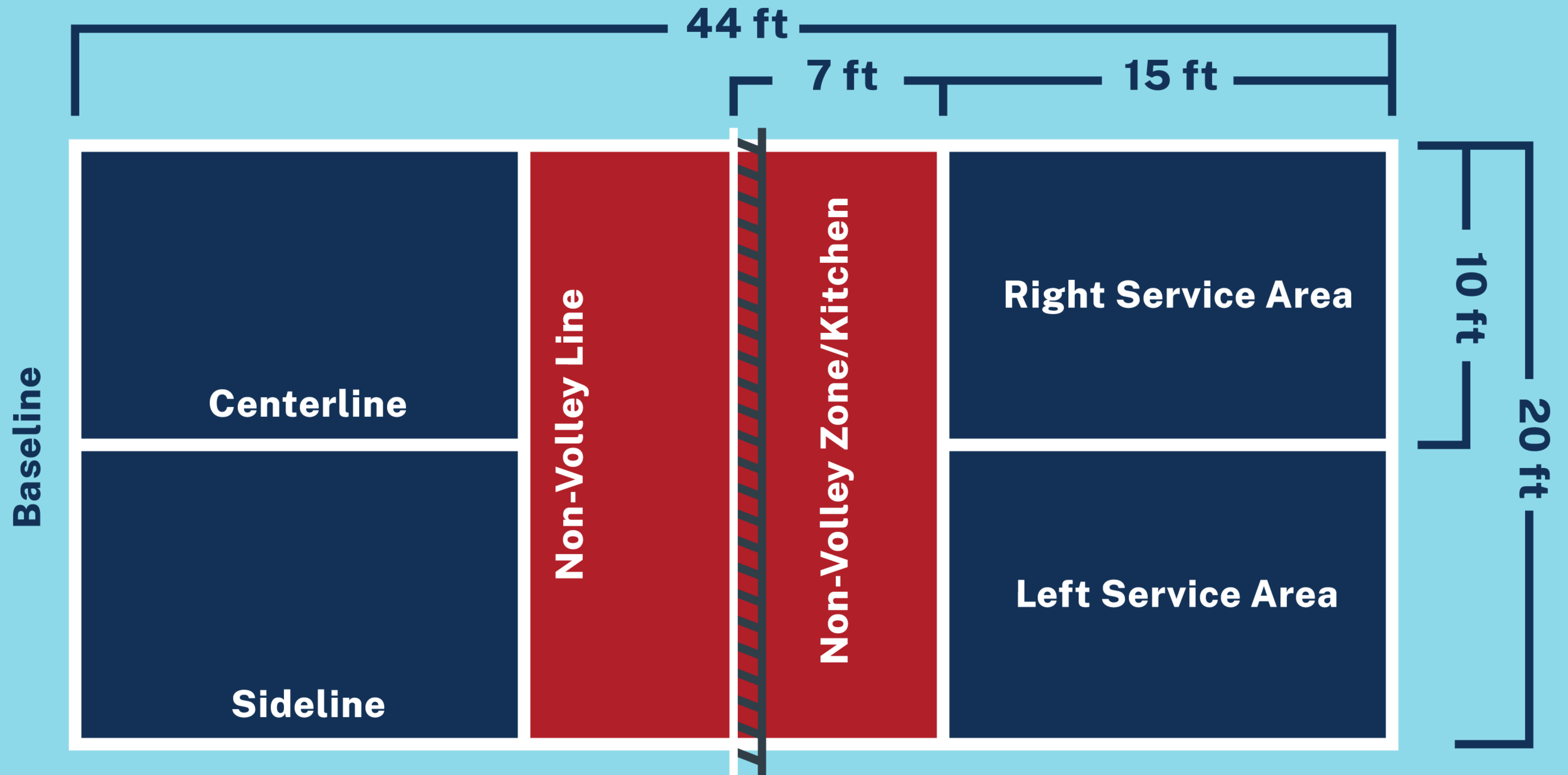
2022

The Sports & Fitness Industry Association (SFIA) named pickleball the fastest-growing sport in America for the second consecutive year in its annual 2022 Topline Participation Report. The 2022 Margaritaville USA Pickleball National Championships drew nearly 2,300 registered players with the professional players competing for \$150,000 in prize money. The Indian Wells Tennis Garden hosted 5,522 fans at the peak of Championship Sunday, the largest-ever pickleball attendance in history.

In 2022, "pickleball" was one of the hottest trends in the U.S., receiving an unprecedented level of media coverage by major domestic and international outlets. More information about the growth of pickleball in 2022 can be found in USA Pickleball's Annual Growth Report [here](#).

2023

USA Pickleball membership numbers reached the 70,000 mark in February of 2023, after a nearly 30 percent increase in membership growth in 2022. In its 2023 Topline Participation Report, the Sports & Fitness Industry Association (SFIA) named pickleball the fastest-growing sport in America for the third year in a row. According to the report, pickleball is now up to a total of 8.9 million players in the United States over the age of six years old, an increase from 4.8 million in 2022. In March, USA Pickleball and the Professional Pickleball Association announced that the 2023 USA Pickleball National Championships, presented by the PPA Tour, will be held in Dallas this November.



**Net Height at Sideline = 36 in
(34 in at Center)**

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **September 19, 2023**

TO: Honorable City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager
Eddie Behle, Recreation Supervisor

TITLE: **STUDY SESSION—PICKLEBALL**

RECOMMENDATION:

Conduct a study session on City Pickleball offerings and consider whether to request staff to consider potential modifications to schedule and fees associated with pickleball.

FISCAL IMPACT:

The operating budgets of the City Manager’s Office and City Attorney’s Offices for FY 2023-24 are sufficient to cover the cost of research and report preparation. The City has also initiated work on a Citywide User Fee Study which will include Recreation programs and rentals.

STRATEGIC ELEMENT:

This recommendation supports *the Healthy Communities and Public Safety* Element of the Strategic Plan.

BACKGROUND

On January 17, 2023, the City Council agreed to the placement of an item on a future agenda regarding pickleball programming by the City. The request was via Councilmember Ruddock at the request of local pickleball enthusiast. Due to the events of January and ongoing impacts on staff priorities and workload, this item was delayed and is now brought forward for discussion.

Pickleball has become one of the fastest growing recreational activities in the United States. Attachment 1 includes information from the United States Pickleball Association on the history and recent growth in popularity.

Staff has discovered that many places across the country are building outdoor pickleball-only courts; many of which are as an alternative traditional tennis courts. These facilities are being developed by private and public entities. Public agencies are programming pickleball into new parks. The new parks are often being built in rapidly developing areas where park impact fees

can be used to expand offerings. Staff has not identified any public “pickleball only” courts in San Mateo County although our search was not exhaustive. Park impact/development fees are very limited in Half Moon Bay given the size of the community and limited new development.

The Smith Field Park Facilities Master Plan identified an area for potential expansion of sport court offerings. Smith Field is the most likely location for future pickleball only courts. The Parks and Recreation Commission will be holding a community workshop on September 27, 2023, and this would be an appropriate time to voice an interest.

DISCUSSION

At the request of the City Council staff is providing information on the current City pickleball offerings and a brief comparative with the services of other San Mateo County agencies.

City of Half Moon Bay

For the last eight (8) years, the City has offered pickleball to the residents of Half Moon Bay and the greater coastside. The City offers weekly drop-in availability over five (5) courts in two locations.

In 2015, the City configured the Ted Adcock Community Center Grand Oak Room for two indoor pickleball courts. The courts themselves are regulation size; however, the areas outside the court boundaries are not regulation. Over the years, concerns have been raised about the safety of participants and the City has considered shifting offerings to a single fully regulation size court. In response to community demands, the City continues to offer programming on the two indoor courts at the TACC. In November, 2021, through a partnership with the Cabrillo Unified School District and Boys and Girls Club of the Coastside, the City began offering access to pickleball courts at Cunha Middle School. A total of three (3) outdoor courts are available for use by residents (and visitors). The three courts utilize the existing tennis courts which is commonplace across the Bay Area and the country.

The City currently offers a total of sixteen (16) hours per week of programming over five courts (see Table 1 below for locations and hours). Twelve of the 16 hours are provided at the TACC (indoor) with additional three outdoor courts available for four hours on Sundays. Recently, we requested sign-in from our pickleball players to get a sense of the numbers participating and their place of residency. On average, in a given three-hour window, anywhere from 12 to 18 individual players utilize the two TACC courts. There is a core group of participants during the week most of which are from the Coastside. The core group of users include a majority of individuals who reside outside the City limits. The courts are primarily used by four persons at a time (doubles), but the courts can and are also used by two individuals (singles). Approximately 6 to 10 individuals play pickleball on the Cunha Courts.

Table 1—Existing Hours of Pickleball Drop-In

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
TACC	Not Available	10-1 pm	11-2 pm	12-3 pm	Not Programmed	10-1 pm	Not Available
Cunha	12-4 pm						

The City provides pickleball as a drop-in program. This means that a participant need not sign-up for a class or be part of a class to utilize the courts. The City offers several ways to pay for pickleball. The most popular is a punch card system which allows an individual to pay a single fee for 12 visits which equates to a cost of \$1.67 per visit. The daily participant fee is \$2.00 per visit. We have found that some area cities offer classes for residents as a way to introduce the sport and grow skills. This is an area of potential class expansion that staff will be evaluating.

Other Agencies

As part of this assessment, staff researched what other agencies in San Mateo County offer for pickleball participants. This by no means was an exhaustive analysis, but the information does provide a basis of comparison on types and numbers of courts, the hours of programming and fee structures employed by other agencies (see Table 2, below).

Table 2—Comparison of Other Local Agencies

City	Indoor	Outdoor	Schedule	Fee Indoor/Outdoor	Registration/Drop-In
Half Moon Bay (11,176)	2	3	Indoor—Varies, see Table 1) Outdoor—Sundays 12-4 pm	\$2.00 Drop in or 12 visit punchcard equals \$1.67 per visit	Drop-In
Daly City (101,243)	9	None	Varies by facility—Total of 12 hours weekdays	No Fee	Varies—Some Drop-in and some registration
Colma (1,577)	None	None	Not Applicable	Not Applicable	Not Applicable
Brisbane (4,688)	None	1	Wednesdays 7-10 pm	No Fee	Drop-In
South SF (64,251)	4	8	Indoor—Mondays 7-9:30 pm	\$4/No Fee	Registration (Indoor) Drop-In (Outdoor)

			Outdoor— Park Hours		
San Bruno (42,275)	None	None	Not Applicable	NA/No Fee	Not Applicable
Millbrae (22,277)	None	4	Park Hours	NA/No Fee	Drop-In
Burlingame (30,106)	None	9	Park Hours	NA/No Fee	Drop-In
Foster City (32,571)	None	6	Park Hours	NA/No Fee	Drop-In (3)
Belmont (27,225)	None	2	Tuesdays 9- 11 am	NA/No Fee	Drop-In
San Carlos (30,034)	3	5	Indoor- Tuesday and Friday 9-12 noon Outdoor- Park Hours	\$5/No Fee	Drop-In

Footnote 1: The Bay Club offers access to indoor pickleball at their Burlingame facility. The monthly cost of pickleball for a member is \$280 with an additional initiation fee of \$500.

Footnote 2: Neither San Mateo County or Granada Community Services District currently provide pickleball facilities on the Coastside.

Footnote 3: 3 courts are available in Foster City to “residents only”.

CONCLUSION

The City and other San Mateo County agencies have seen growth in pickleball demand in the last decade. Like Half Moon Bay, many agencies are retrofitting existing facilities (indoor and outdoor) to meet the growing demand. Based upon our internal assessment, we see a lack of evening availability of pickleball courts. We are in the process of adding pickleball drop in programming on Thursday evenings at the TACC. As indicated earlier, the City is in the process of a study of all user fees. Recreation programming and facility fees will be evaluated at that time. Given the fees charged by other public agencies and by the private sector in San Mateo County, the City’s drop-in fees are extremely reasonable.

ATTACHMENTS:

- 1) History of Pickleball
- 2) Pickleball Court Layout

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **September 19, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

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

TITLE: **FINANCIAL REPORT FOR THE QUARTER ENDED ON JUNE 30, 2023**

RECOMMENDATION:

Accept the Financial Report for the quarter ended on 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:

One of the City Council strategic priorities includes planning for and implementing long-term financial stability. A key component of this goal includes preparing a quarterly financial report that provides readers with an executive summary of the City's current financial condition as it relates to the annual operating budget, to ensure accountability and transparency in managing public funds.

DISCUSSION:

As of June 30, 2023, General Fund revenues totaled \$22.8 million or 99% of the approved budget for FY 2022-23. General Fund expenditures totaled \$22.2 million or 94% of budget. As stated in the attached report, the City is anticipating a revenue shortfall of \$204 thousand but total expenditures to be under budget by \$1.4 million. The City anticipates a surplus at the conclusion of the audit and delivery of the Annual Comprehensive Financial Report in December.

With the information available, staff holds no great concern for financial stability for the current fiscal year; however, will continue to monitor any changes that may impact the City.

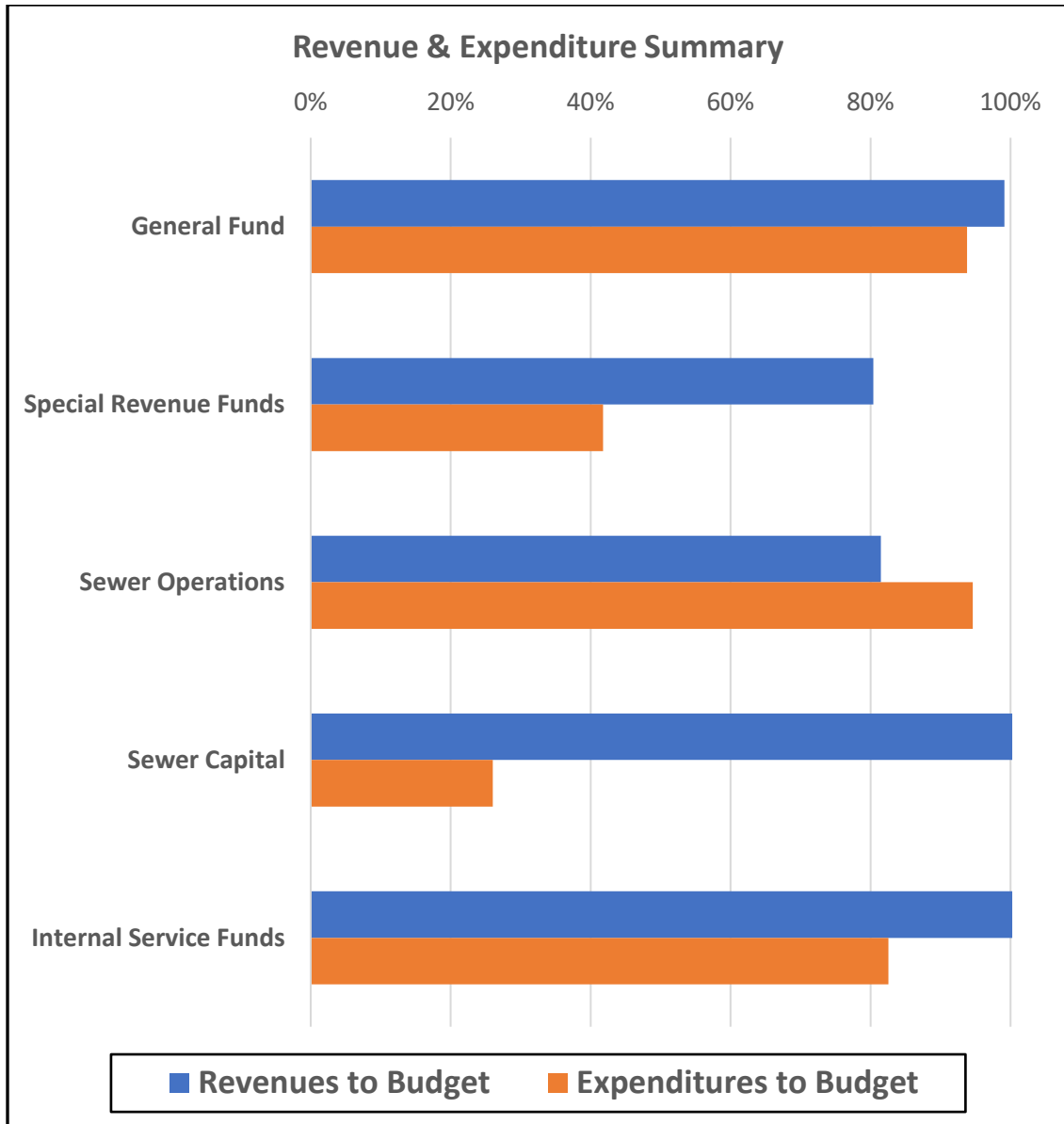
ATTACHMENT:

1. Financial Report for the quarter ended on June 30, 2023.

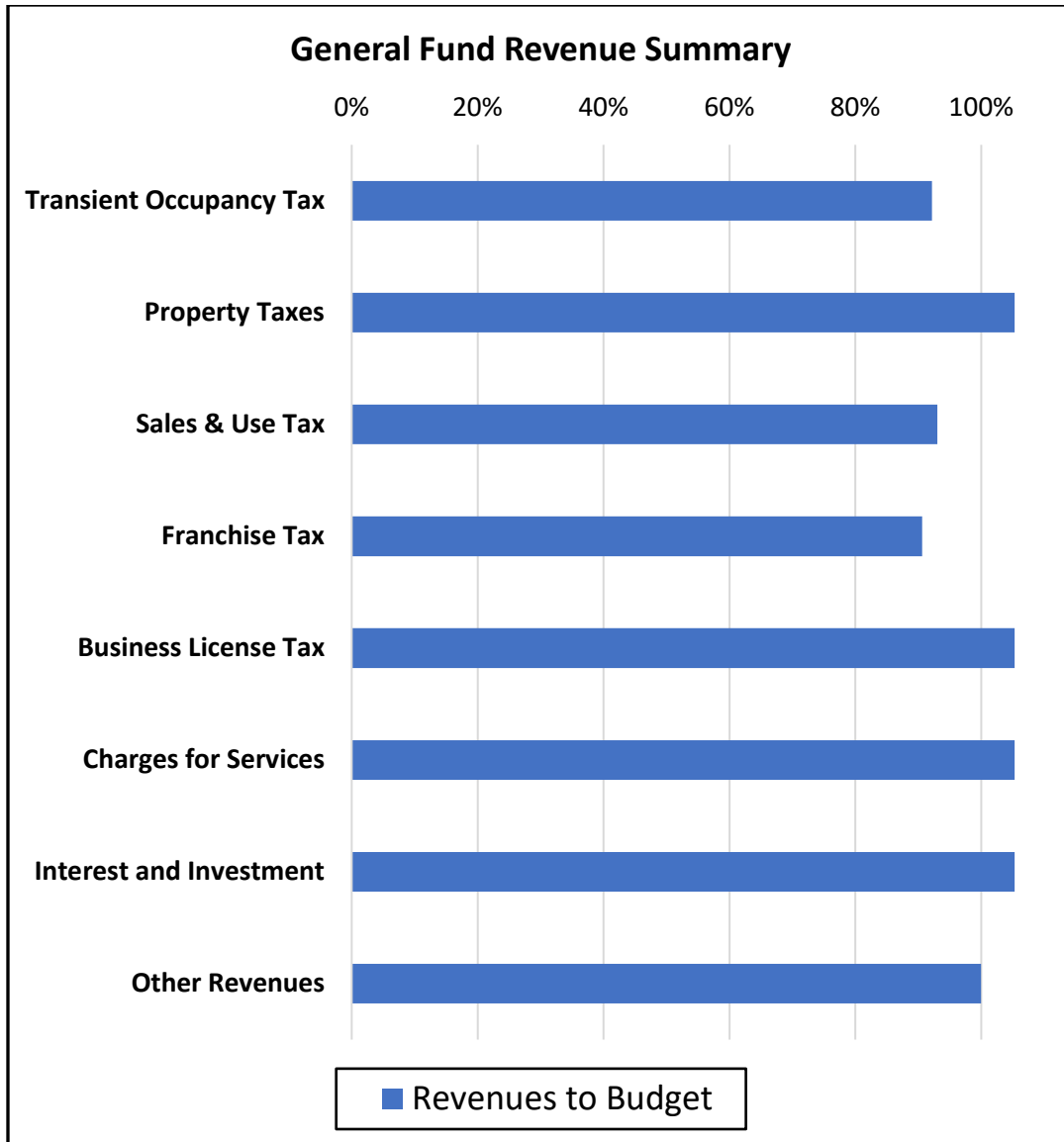
CITY OF HALF MOON BAY
Quarterly Financial Report
June 30, 2023



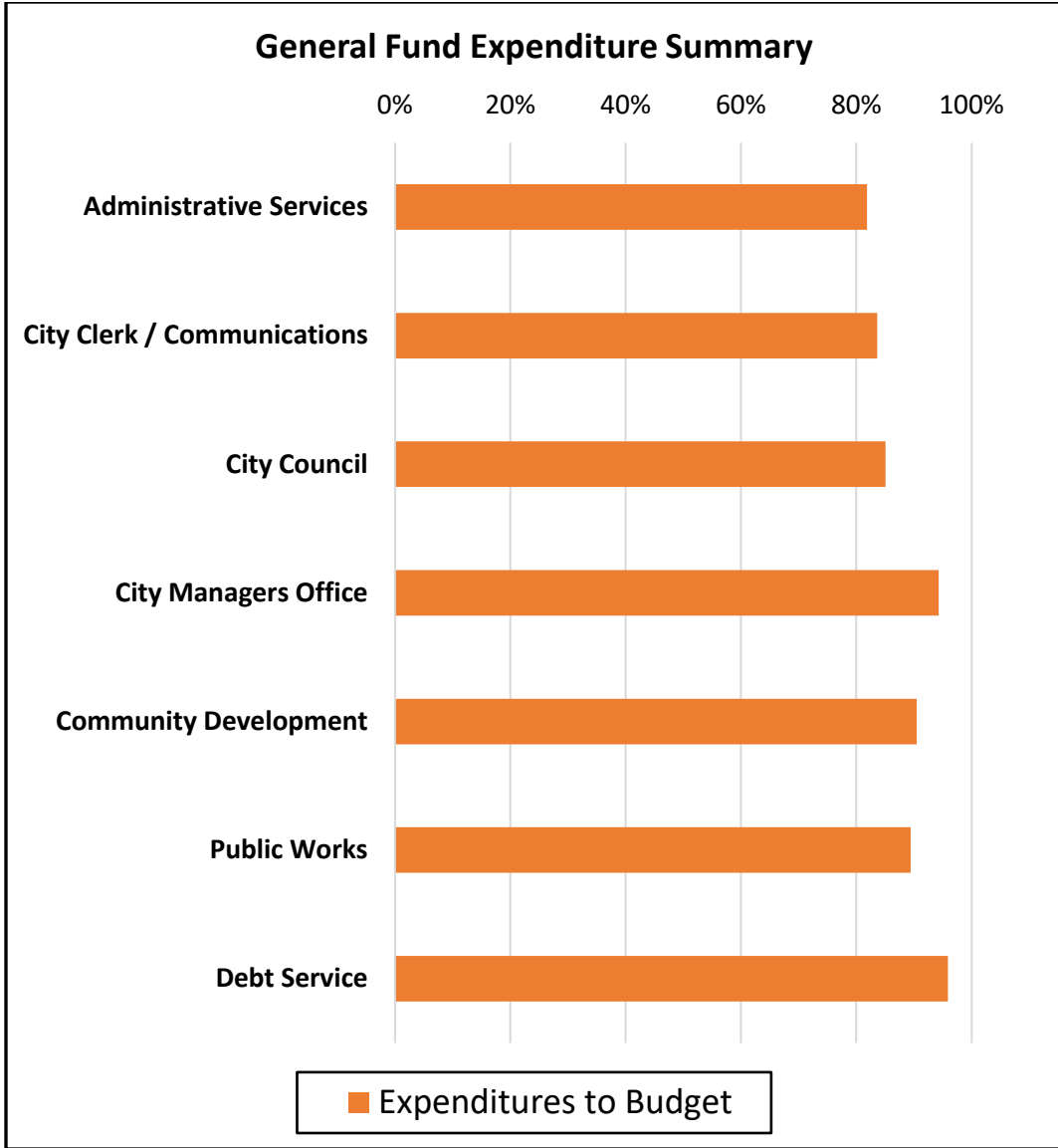
Prepared By:
Administrative Services Department



Funds	Revenues		Expenditures	
	Actual	% of Budget	Actual	% of Budget
General Fund	22,870,180	99%	22,227,428	94%
Special Revenue Funds	9,976,271	80%	8,168,181	42%
Sewer Operations	7,069,935	81%	6,811,900	95%
Sewer Capital	443,175	171%	1,004,322	26%
Internal Service Funds	1,353,689	104%	1,276,853	83%
Pension Stabilization Fund	1,169,154	101%	1,152,095	100%
TOTAL FOR ALL FUNDS	42,882,405	91%	40,640,780	71.3%



Department	Budget	Actual	% of Budget	Variance Over (Under)	Variance Pct Delta
Transient Occupancy Tax	9,603,028	8,852,640	92%	(750,387)	-8%
Property Taxes	3,888,050	4,135,613	106%	247,562	6%
Sales & Use Tax	3,396,600	3,160,478	93%	(236,122)	-7%
Franchise Tax	1,043,583	945,755	91%	(97,828)	-9%
Business License Tax	312,243	330,544	106%	18,300	6%
Charges for Services	1,650,354	2,037,767	123%	387,413	23%
Interest and Investment	127,428	353,945	278%	226,517	178%
Other Revenues	2,530,381	2,529,259	100%	(1,122)	0%
Transfers in	524,180	524,180	100%	-	0%
TOTAL	23,075,847	22,870,180	99%	(205,667)	-1%



Department	Budget	Actual	% of Budget	Variance Under (Over)	Variance Pct Delta
Administrative Services	1,403,646	1,149,168	82%	254,478	18%
City Clerk / Communications	1,058,340	884,782	84%	173,558	16%
City Council	232,538	197,756	85%	34,782	15%
City Managers Office	8,702,739	8,204,098	94%	498,641	6%
Community Development	1,998,671	1,807,920	90%	190,752	10%
Public Works	3,626,745	3,242,122	89%	384,623	11%
Debt Service	704,410	675,302	96%	29,108	4%
Non-Departmental	-	95,926		(95,926)	
Operating Transfers	1,954,936	1,954,936	100%	-	0%
Capital Transfers	4,015,419	4,015,419	100%	-	0%
TOTAL	23,697,444	22,227,428	93.8%	1,470,015	6%

GENERAL FUND ANALYSIS:

The General Fund is the primary operating fund of the City and is used to account for most operating activities. Table 1 below provides year-to-date through the fourth quarter comparable data for the current fiscal year and the prior year.

Table 1: Fourth Quarter Budget to Actual Comparison						
	FY 2022-23			FY 2021-22		
	Revised Budget	Actuals as of 06/30/2023	% of Budget	Final Actuals	Actuals as of 06/30/2022	% of Actuals
Revenues						
Transient Occupancy Tax	9,603,028	8,852,640	92%	9,442,518	9,442,518	100%
Property Taxes	3,888,050	4,135,613	106%	4,598,752	4,598,752	100%
Sales & Use Tax	3,396,600	3,160,478	93%	3,208,517	3,208,517	100%
Franchise Tax	1,043,583	945,755	91%	1,028,719	1,028,719	100%
Business License Tax	312,243	330,544	106%	312,608	312,608	100%
Charges for Services	1,650,354	2,037,767	123%	2,160,017	2,160,017	100%
Interest and Investment	127,428	353,945	278%	(284,664)	(284,664)	100%
Other Revenues	2,530,381	2,529,259	100%	2,646,135	2,646,135	100%
Transfers in	524,180	524,180	100%	1,422,140	1,422,140	100%
Total Revenues	23,075,847	22,870,180	99%	24,534,744	24,534,744	100%
Expenditures						
Administrative Services	1,403,646	1,149,168	82%	1,079,066	1,079,066	100%
City Clerk / Communications	1,058,340	884,782	84%	795,855	795,855	100%
City Council	232,538	197,756	85%	161,204	161,204	100%
City Managers Office	8,702,739	8,204,098	94%	7,064,942	7,064,942	100%
Community Development	1,998,671	1,807,920	90%	1,496,081	1,496,081	100%
Public Works	3,626,745	3,242,122	89%	2,912,840	2,912,840	100%
Debt Service	704,410	675,302	96%	1,260,001	1,260,001	100%
Non Departmental	-	95,926		-	-	
Operating Transfers	1,954,936	1,954,936	100%	1,871,542	1,871,542	100%
Capital Transfers	4,015,419	4,015,419	100%	3,447,577	3,447,577	100%
Total Expenditures	23,697,444	22,227,428	94%	20,089,107	20,089,107	100%

Through the fourth quarter, the city received \$22.8 million in revenues for the fiscal year. Revenues have decreased from the prior year’s primarily due to less transient occupancy taxes and the sunset of one-time transfer in funds from the prior year.

Expenditures through the fourth quarter total \$22.2 million. Expenditures are tracking within the budget. City anticipates the fiscal year will end with expenditures at 94% of what was budgeted.

Revenues

Table 2 below shows a year-to-date summary of actual revenues through the fourth quarter for fiscal years 2022-23 and final over/under performance of revenues.

Table 2: Fourth Quarter Revenues					
	FY 2022-23			Variance	
	Revised Budget	Actuals as of 06/30/2023	% of Budget	Over / (Under)	% Delta
Revenues					
Transient Occupancy Tax	9,603,028	8,852,640	92%	(750,387)	-8%
Property Taxes	3,888,050	4,135,613	106%	247,562	6%
Sales & Use Tax	3,396,600	3,160,478	93%	(236,122)	-7%
Franchise Tax	1,043,583	945,755	91%	(97,828)	-9%
Business License Tax	312,243	330,544	106%	18,300	6%
Charges for Services	1,650,354	2,037,767	123%	387,413	23%
Interest and Investment	127,428	353,945	278%	226,517	178%
Other Revenues	2,530,381	2,529,259	100%	(1,122)	0%
Transfers in	524,180	524,180	100%	-	0%
Total Revenues	23,075,847	22,870,180	99%	(205,667)	-1%

- Transient Occupancy Tax:** The City has received \$8.8 million through the fourth quarter. This is a budgetary shortfall of \$750 K. Beginning in February, the City received less TOT than the prior year. This was not anticipated. From January to the date of this report, TOT has decreased 13% from the prior year during the same period. This is primarily due to less tourism from a slowing down economy and bad weather.
- Property Taxes:** Most property tax funds are received in December and April. \$4.1 million in revenues have been received for the fiscal year. Although this revenue stream is less than the prior year due to a large one-time allotment of VLF funds in FY 21-22, this revenue has overperformed the FY 22-23 budget by \$247 K.
- Sales & Use Taxes:** The City received \$3.1 million in sales & use taxes through the fourth quarter. This revenue stream is less than budgetary expectations with a shortfall of \$236 K. This is primarily due to a slowing down economy that is expected to last through the rest of the following fiscal year, fiscal year 2023-24.

Expenditures

Table 3 below shows a summary of fourth quarter budget-to-actual revenues for fiscal years 2022-23 and final over/under performance of expenditures.

Table 3: Fourth Quarter Expenditures					
	FY 2022-23			Variance	
	Revised Budget	Actuals as of 06/30/2023	% of Budget	Under / (Over)	% Delta
Expenditures					
Administrative Services	1,403,646	1,149,168	82%	254,478	18%
City Clerk / Communications	1,058,340	884,782	84%	173,558	16%
City Council	232,538	197,756	85%	34,782	15%
City Managers Office	8,702,739	8,204,098	94%	498,641	6%
Community Development	1,998,671	1,807,920	90%	190,752	10%
Public Works	3,626,745	3,242,122	89%	384,623	11%
Debt Service	704,410	675,302	96%	29,108	4%
Non-Departmental	-	95,926		(95,926)	
Operating Transfers	1,954,936	1,954,936	100%	-	0%
Capital Transfers	4,015,419	4,015,419	100%	-	0%
Total Expenditures	23,697,444	22,227,428	94%	1,470,015	6%

General fund expenditures through the fourth quarter total \$22.2 million or 94% of the budget. Through a mixture of salary savings from vacancies and less operational expenditures, the City is anticipating total general fund expenditures for the year to be under budget with the excess returned to unassigned funds.

Budget Adjustments

Table 4 below shows a summary of council actions with potential budgetary effects during the fourth quarter not reflected in the numbers above.

Table 4: Budget Adjustments			
Item	Major Funding Source	Total Fiscal Impact	GF Impact
<i>No Budgetary Adjustments During the Fourth Quarter</i>			
Total \$		-	\$ -

Conclusion

Table 5 below shows an updated summary of general fund balances for the fiscal year and the adopted budget in the following year with the updated beginning fund balance.

Table 5: General Fund Balance Summary			
	FY 22-23 Budget	FY 22-23 Est. Actuals*	FY 23-24 Adopted Budget
Beginning Fund Balance	15,585,153	15,585,153	16,227,905
Revenues	23,075,847	22,870,180	21,259,541
Expenditures	(23,697,444)	(22,227,428)	(24,945,682)
Net Change to Fund Balance	(621,597)	642,752	(3,686,141)
Ending Fund Balance	14,963,556	16,227,905	12,541,764
General Fund Reserve	(5,904,607)	(5,904,607)	(6,654,952)
Economic Uncertainty	(3,936,405)	(3,936,405)	(4,436,635)
Unassigned	5,122,544	6,386,893	1,450,177

**Numbers are unaudited. Final audited numbers are presented with the delivery of the Annual Comprehensive Financial Report in December*

Although the City is anticipating a revenue shortfall, the end of the fiscal year is expected to end more positively than originally budgeted considering the less than expected expenditures. The unassigned funds on June 30, 2023, are estimated to be \$6.3 million. Flowing through to the following fiscal year, the unassigned funds on June 30, 2024 are budgeted to be \$1.4 million.

With the strong fully funded reserves, there is no great concern of fiscal instability for the current fiscal year with the information available; however, if revenues continue to underperform and expenditures do not decrease, this will create longer-term fiscal challenges.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **September 19, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

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

TITLE: AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY OF SAN MATEO SHERIFF'S OFFICE - AMENDMENT SIXTEEN

RECOMMENDATION:

Authorize the City Manager to execute Amendment Sixteen to the Agreement for Law Enforcement Services with the County of San Mateo Sheriff's Office under the new Rates/Payments schedule.

FISCAL IMPACT:

The City's Fiscal Year 2023-24 Operating Budget includes \$5,800,000 to cover the full year of Sheriff services. The amount represents a substantial increase over the prior fiscal year but was anticipated based upon early conversations with Sheriff Corpus and her staff.

STRATEGIC ELEMENT:

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

BACKGROUND:

Since 2011, the City has contracted with the County of San Mateo (County) to provide law enforcement services and personnel to the City of Half Moon Bay. Over the course of the last twelve years, the City of Half Moon Bay has not only realized annual cost savings and long-term savings in retirement related costs, but also benefitted from increased efficiencies and services for both City residents and the entire Coastside. The contract model has provided access to a wider variety of resources and services which the community and residents of Half Moon Bay have benefitted from. Examples of some of the expanded resources provided by the Sheriff's Department include additional resource officers dedicated to community policing efforts, access to the Crime Suppression Unit, a large multi-disciplinary investigations unit, and the Sheriff's Activity League (SAL), which serves the youth of our community with educational and athletic activities and leadership programs.

The January 23rd mass shooting incident and subsequent investigation is a very tangible example of the benefits of our contractual relationship with the Sheriff. The City and Coastside were

seamlessly provided the Sheriff resources necessary to respond to this significant incident, at no additional cost to the City.

The original Agreement included an option for the City and County to renew the Agreement for three, three-year terms. The Agreement was extended for the first three-year period in June 2016, and the second three-year term in June 2019, and in 2022 the agreement was extended for an additional 2 years, with an expiration of June 30, 2024. Under the terms of the agreement, each year the City and County enter into an amendment which modifies the scope as needed and updates the rate schedule based on increased costs of providing the services. Since the original agreement in 2011, there have been 15 amendments.

In early 2023, the County completed a cost-of-service study which concluded that there would be significant rate increases beginning in FY 2023-24. In June of 2023, the City Council approved Amendment 15 extending the FY 2022-23 rate structure for an additional three months. This extension was offered by the Sheriff to provide City staff the opportunity to more closely review the proposed new rate structure and seek clarifications/revisions.

DISCUSSION:

Our new Sheriff and her team entered the conversation upon taking office this past January and have been direct and open with the City regarding the study and the implications to Half Moon Bay and other contract cities.

Amendment 16, as proposed, covers twenty-one (21) months; constituting the three remaining quarters of FY 2023-24 and all of FY 2024-25. Amendment 16 retains operational provisions previously negotiated and included in Agreement 15 as Attachment B including commitment to and coordination with the CARES Program.

The cost of Sheriff services under Amendment 16 would be \$3,780,912 for the remainder of FY 2023-24. The FY 2024-25 costs are estimated at \$5,041,216 which retains the updated base cost with COLA. The new rates represent a significant increase over recent budgets. The increases reflect many cost factors including salary and benefit adjustments in new labor agreements, anticipated merit increases for staff, allocation of management staff costs and increasing pension costs.

As was noted in the background section, staff is confident when it states that contract services from San Mateo County are both fiscally and operationally prudent. The City could not, on an annual basis, equal the service levels provided by the Sheriff for an amount remotely close to the contract service dollar figure. Additionally, the contract model provides access to Sheriff services beyond the capability of a small independent police department and defers long term pension liabilities to San Mateo County, as a whole.

The City Manager seeks authorization from the City Council to execute Amendment 16 to the to the Agreement for Law Enforcement Services with the County of San Mateo Sheriff's Office continuing law enforcement services with San Mateo County through June 30, 2025.

ATTACHMENTS:

1. Resolution authorizing the City Manager to execute a 21-month extension agreement for Law Enforcement Services with Attachment
2. Amendment 16 to Agreement for Law Enforcement Services between the City of Half Moon Bay and San Mateo County

RESOLUTION NO. C-2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AMENDMENT SIXTEEN TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY OF SAN MATEO SHERIFF'S OFFICE, UNDER THE NEW RATE SCHEDULE THROUGH JUNE 30, 2025

WHEREAS, in 2011, the City of Half Moon Bay entered into an agreement with the County of San Mateo to provide Law Enforcement Services for the City; and

WHEREAS, the Agreement has been amended fifteen times to extend the term, adjust service levels, and increase the charges; the current term expires on September 30, 2023; and

WHEREAS, the City and County desire to further amend the agreement from October 1, 2023, through June 30, 2025, at \$8,822,128.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment Sixteen to the Agreement for Law Enforcement Services with the County of San Mateo Sheriff's Office, continuing services under the new Rates/Payments schedule, through June 30, 2025.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 19th day of September 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

AMENDMENT SIXTEEN

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SAN MATEO AND CITY OF HALF MOON BAY

This **SIXTEENTH AMENDMENT** to the Agreement for Law Enforcement Services, dated for reference purposes only as of September 19, 2023, is made between the County of San Mateo, hereinafter referred to as “County” and the City of Half Moon Bay, hereinafter referred to as “City.”

* * * * *

WITNESSETH

WHEREAS, on June 7, 2011, County and City entered into an Agreement (County Resolution No. 071462) for the performance of the agreed upon law enforcement services within the City’s boundaries by the County through the Sheriff; and

WHEREAS, in May 2012, Amendment One to the Law Enforcement Services Agreement was approved which revised the date in which the County would provide City with proposed rates for the following contract year; reconfigured the Community Service Officer (CSO) position from two part-time positions to one full-time position; and updated Exhibits B and B-1 with the rates for FY 2012-13; and

WHEREAS, in September 2012, Amendment Two to the Agreement was approved which revised Exhibit B-1 Calculated Rates, incorporating overtime rates for the positions specified in the contract; and

WHEREAS, in April 2013, Amendment Three (County Resolution No. 072445) to the Agreement was approved which added language related to the City’s responsibility for the Unfunded Actuarial Accrued Liabilities component of retirement costs; and

WHEREAS, in April 2013, Amendment Four to the Agreement was approved, updating the rates and payments for FY 2013-14; and

WHEREAS, in March 2014, Amendment Five to the Agreement was approved, updating the rates and payments for FY 2014-15; and

WHEREAS, in October 2015, Amendment Six to the Agreement was approved, updating the payments and rates for FY 2015-16; and

WHEREAS, in April 2016, Amendment Seven to the Agreement was approved which revised the assigned personnel by removing one Lieutenant position and adding a Captain position; and

WHEREAS, in April 2016, Amendment Eight to the Agreement was approved, extending the term to June 30, 2019 and updating the payments and rates for FY 2016-17; and

WHEREAS, in May 2017, Amendment Nine to the Agreement was approved, updating the rates and payments for FY 2017-18; and

WHEREAS, in June 2018, Amendment Ten to the Agreement was approved, updating the rates and payments for FY 2018-19; and

WHEREAS, in previous contracts/amendments the County has provided the City a 9% deputy service credit that the City and County agree based on data analysis should be eliminated over the next three

years, beginning with a \$150,000 credit reduction in FY 2019-20; \$186,221 in FY 2020-21; and \$222,442 in FY 2021-22; and

WHEREAS, in June 2019, Amendment Eleven was approved which added language noting that the City's beach and park areas are enforcement priority areas during the summer months; extended the term three (3) years to June 30, 2022; and incorporated the agreed upon FY 2019-20 rates, which included the aforementioned credit reduction and an increase in patrol vehicles, set forth in Exhibits B and B-1; and

WHEREAS, in May 2020, Amendment Twelve was approved which incorporated the agreed upon FY 2020-21 rates set forth in Exhibits B and B-1; and

WHEREAS, in May 2021, Amendment Thirteen was approved which incorporated the FY 2021-22 Selection of Personnel set forth in Exhibit A-1 and the FY 2021-22 rates set forth in Exhibits B and B-1; and

WHEREAS, in May 2022, Amendment Fourteen was approved which incorporated the FY 2022-23 Selection of Personnel set forth in "Exhibit A-Services", and the FY 2022-23 rates set forth in "Exhibit B – FY 2022-23 Rates / Payments" and "Exhibit B-1 FY 2022-23 Calculated Rates"; and

WHEREAS, in June 2023, Amendment Fifteen was approved which extended the term of the Agreement and incorporated the costs associated with the term extension; and

WHEREAS, both parties now wish to further amend the Law Enforcement Services Agreement to extend the term and incorporate the FY 2023-24 costs set forth in Exhibits B and B-1.

Now, therefore, it is hereby agreed by the parties hereto as follows:

1. Paragraph 4, Term, of the Agreement is amended to read as follows:

- 4. Term.**

- 4.1 This Agreement shall be in full force and effect from **0001 HOURS JUNE 21, 2011** to **JUNE 30, 2025**. If approval of this Agreement is delayed past the commencement date due to extenuating circumstances, this Agreement shall take effect on the date services by Sheriff's Office commence within the territorial limits of the City.

- 4.2 City shall notify County by December 31, 2024 of its desire for the Sheriff's Office to continue to provide law enforcement services for and on behalf of City within the territorial limits of City, and the parties shall thereafter endeavor to reach a mutual agreement for said law enforcement services to take effect upon expiration of this Agreement.

2. "Exhibit B - Rates / Payments", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B - FY 2023-24 Rates / Payments", attached hereto and incorporated herein by reference.
3. "Exhibit B-1 - Calculated Rates", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B-1 - FY 2023-24 Calculated Rates", attached hereto and incorporated herein by reference.
4. This Amendment Sixteen is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms of the original Agreement and prior amendments not in conflict with Amendment Sixteen remain in effect and are incorporated by reference.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO
*A Political Sub-division of the
State of California*

BY:

SHERIFF CHRISTINA CORPUS

DATE: _____

CITY OF HALF MOON BAY

BY:

MATTHEW CHIDESTER, CITY MANAGER

DATE: _____

APPROVED AS TO FORM

CITY ATTORNEY

ATTEST:

BY: _____
CITY CLERK

EXHIBIT A – SERVICES

(Revised June 2022)

Agreement for Law Enforcement Services between the County of San Mateo and City of Half Moon Bay

In consideration of the payments set forth in Exhibit B and Exhibit B-1, County shall provide City with the following services:

1. DESCRIPTION OF SERVICES PROVIDED BY COUNTY

1.1 LAW ENFORCEMENT SERVICES.

- 1.1.1 The County agrees to provide general law enforcement services within the corporate limits of the City through the San Mateo County Sheriff's Office ("Sheriff's Office") as set forth in this Agreement ("Services"), including:
- All-inclusive patrol services 24 hours a day, 365 days a year within the incorporated city limits of Half Moon Bay
 - All management and oversight associated with providing law enforcement services
 - All activities associated with personnel, including recruitment and training
 - Response to high priority calls-for-service within four (4) minutes or less
 - Conduct all criminal investigations
 - Function as the City's lead in matters involving training and management in the Department's Operations Center
 - Maintenance of all records, police reports, and required/related documents
 - Maintenance and management of the property/evidence function
 - Court Liaison duties and responsibilities
 - In addition to the foregoing, the Sheriff's Office has a K-9 Unit and the Special Weapons and Tactics (SWAT) Team available to the City, when deemed necessary.
- 1.1.2 Except as otherwise specifically set forth in this Agreement, the Services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Office under the County Charter, the statutes of the State of California, and under the City municipal codes.
- 1.1.3 City Ordinance violations will be used for the issuance of parking citations, and any other violations of City ordinances when feasible and practicable.
- 1.1.3.1 City will continue contracting with an outside vendor for processing of parking citations.
- 1.1.4 Services performed hereunder may include, if requested by the City pursuant to Section 2.2 of this Agreement, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff, at additional cost to the City.
- 1.1.4.1 Special Events – The Records Technician assigned to the Half Moon Bay substation will be the point of contact for Special Events including, but not limited to, the Pumpkin Festival, Night of Lights, Rock the Block, 4th of July Parade and Chamarita. The Sheriff's

Captain assigned to the Half Moon Bay Substation will assist the Records Technician in determining costs for Special Events and coordinate with other City Departments as necessary. The Sheriff's Office will provide supplemental support for these events at additional cost as outlined in Exhibit B-1.

- 1.1.4.2 Traffic control during summer months and tourist-impacted weekends – upon request by the City, (and at additional cost as set forth in Exhibit B) the Sheriff shall provide additional security and traffic control personnel to control key intersections during summer weekends and other tourist-impacted times. Alternatively, if the City elects to hire an outside agency to provide traffic control, the Sheriff will coordinate with and provide training and support to the City and their contractor. The purpose of this service is to: provide additional traffic enforcement as necessary, promote traffic safety, and improve facilitation of traffic flow.
- 1.1.4.3 Coordination with CARES program - The City and County have established the CARES response program; an alternative response approach for individuals and families experiencing mental health crises. A description of the program is attached as Exhibit A-2. The operator of the CARES program is El Centro de Libertad under a separate contract with the City. The Sheriff will coordinate and communicate with El Centro de Libertad to provide indirect support and direct back-up and support if called upon by El Centro de Libertad. Sheriff's indirect support may include, but is not limited to, training, radio support and communication, 911 call coordination and in-field decision making, if an incident is transferred from the Sheriff to El Centro de Libertad, or El Centro de Libertad to the Sheriff. All Sheriff's staff time resulting in overtime will be compensated at additional cost as set forth in Exhibit B.
- 1.1.4.4 Community events – The Sheriff will coordinate with the City on leading three community events per year at three different locations upon request by the City. The purpose of these events will be to build trust between the Sheriff and the community, educate the community on law enforcement, promote a safer community, and build connection among community members. All Sheriff's staff time resulting in overtime will be compensated at additional cost as set forth in Exhibit B.

1.2 SUPPORT SERVICES.

- 1.2.1 County shall allocate support services to the City based on a per employee basis and shall include the following:
 - Property – provides property and evidence management including receiving found property and the safekeeping and proper disposal of all property turned in as evidence
 - Training – provides for state mandated training and in service training.
 - Technical Services – provides technical support in matters relating to information technology

- Records – maintains law enforcement records and provides copies of reports to the public
 - Fiscal Services – provide accounts payable, accounts receivable, budget, general accounting and contract services
 - Personnel/Human Resources – provides recruitment and hiring services including the administration of exams, review of criminal history, drivers license history, credit history and thorough background investigations, including those required for licensing and permits
- 1.2.2 Issuance of Licenses / Permits. The County Records Supervisor assigned to the Half Moon Bay Substation shall be responsible for issuing the following licenses and permits, without limitation, and for collecting all fees therefor using the City’s Fee Schedule:
- Massage Establishments
 - Massage Technicians
 - Taxi Cabs
 - Solicitors
 - Fortune Tellers
 - Fishing Licenses
 - Bingo
 - Residential Parking Permits
- 1.2.3 County Staff shall assist with the required background investigations for applicable licenses and/or permits listed above.
- 1.2.4 Alarm Permit & Response Fees. City shall remain responsible for the actual billing and collection of Alarms Permit and Response revenue. County administrative staff provided to the City will maintain and forward the necessary information to City’s Finance Department for the billing and collection of said revenue upon request of City.
- 1.2.5 Records Fees. Sheriff’s Records Bureau located at 400 County Center will be available to perform the necessary services and collect fees according to the County’s fee schedule on behalf of City for the following:
- Vehicle Release Fee
 - Accident Reports
 - Crime Reports
 - Good Conduct Letters
- 1.2.6 Fees collected at 400 County Center will remain revenue of County. Fees collected on behalf of City by the contracted Records Supervisor in accordance with the City’s fee schedule shall remain revenue of City.

2. ADMINISTRATION OF PERSONNEL.

- 2.1 The rendition of the services performed by the Sheriff’s Office, the standards of performance, the discipline of personnel, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 All City employees who work in conjunction with the Sheriff’s Office pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement.

- 2.3 All County employees who work in conjunction with the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement.

3. DEPLOYMENT OF PERSONNEL.

- 3.1 Services hereunder shall be developed in conjunction with the Sheriff and performed in accordance with Exhibit A-1.
- 3.2 Exhibit A-1 will be mutually revised and executed by City Manager and Sheriff, or their respective designees, as an amendment to Exhibit A-1 each year before each July 1. Failure of the parties to reach agreement by July 1 will allow either party to terminate the Agreement by written notice.
- 3.3 In the event that City wishes to decrease Services, City shall notify County in writing. The County will consider and respond to the request within 60 days. Any significant changes will be documented in writing and mutually agreed upon by both City and County.
- 3.4 The Sheriff shall have the signatory authority to approve such future amendments, on behalf of the County, provided said changes in Services are fully reimbursable to County.

4. REPORTS.

- 4.1 The Sheriff or Sheriff's designee shall report quarterly to the City Council, at the City Manager's discretion, all violations of law within City's borders coming to the Sheriff's attention. Quarterly statistical reports will be provided to City by the Sheriff or Sheriff's designee. Reports shall include the following information:
- Service related complaints
 - Average response time to high/low priority calls for service
 - Comparative analysis (year-to-year) crime trends
 - Arrests and related statistics
 - Breakdown of calls for service, including Deputy initiated activity
 - Analysis of the actual time spent by County employees working within the City limits and unincorporated areas of the County per the cost apportionment to the extent County has the technological capabilities to track and extract such data.
- 4.2 Upon commencement of this contract, the Sheriff or Sheriff's designee shall meet with the City Manager or his or her designee every six (6) months to discuss contract issues and performance measures.
- 4.3 County shall conduct a community law enforcement satisfaction survey and report the results to City annually.

5. UNIFORMS & INSIGNIA.

- 5.1 Personnel performing such law enforcement services as herein provided shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties.
- 5.2 If the City should desire any customization of uniforms or insignia relative to services provided, the City shall notify Sheriff of same, and the Sheriff in his sole discretion may decide whether it is feasible and agreeable to do so. In that case, the cost of modification to uniforms and/or insignia shall be borne by the City.

6. CITY OBLIGATIONS.

- 6.1 City shall furnish at its own cost and expense all necessary office space, furniture and furnishings, janitorial service and utilities as set forth in Section 6.4.1 below, in order for the Sheriff to maintain a

substation office in the City. The area to be utilized for the substation at the time the Agreement commences will be located at 537 Kelly Avenue, Half Moon Bay. The City reserves the right in the future to choose a location other than 537 Kelly Avenue, Half Moon Bay. However, in the event that the City does choose an alternate location, the City will be responsible for reimbursing the County for all reasonable costs incurred by County in moving the County's operations to the new location.

6.2 It is expressly understood that Half Moon Bay Substation may be used by the Sheriff or the County of San Mateo in connection with the performance of incidental duties in territory outside of City and adjacent thereto, provided, however, that should County utilize the Half Moon Bay Substation for substantial purposes other than the provision of Services pursuant to this Agreement, the parties will negotiate fair compensation to City for costs to City attributable to such use.

6.3 In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of City, the same shall be supplied by said City at its own cost and expense.

6.4 UTILITIES.

6.4.1 City shall directly pay all charges for utilities to be provided to the Half Moon Bay Substation, with the exception of telephone and internet monthly service fees, including, but not limited to: water, sewer, electric, gas, pest control, janitorial services, and trash collection.

6.4.2 County shall pay all service charges for telephone and internet services for the substation in the City.

6.5 MAINTENANCE.

6.5.1 City shall perform all routine, day-to-day maintenance and repairs to the Half Moon Bay Substation. Performance of and payment for non-routine maintenance and repairs will be by mutual agreement of County and City.

6.5.2 The maintenance and repairs authorized by this section are intended solely to maintain the Half Moon Bay Substation in good working order and in the condition intended by the parties before and after completion of the improvements and refurbishment contemplated by this Agreement, normal wear and tear excepted.

6.5.3 The Sheriff may recommend improvements to the Half Moon Bay Substation. Performance of and payment for improvements will be by mutual agreement of County and City.

EXHIBIT A – 1

FY 2023-24

ASSIGNMENT / SELECTION OF PERSONNEL

Agreement for Law Enforcement Services between the County of San Mateo and City of Half Moon Bay

1. ASSIGNMENT OF PERSONNEL.

1.1 FY 2023-24 ASSIGNED PERSONNEL.

The Coast-side patrol units will function as one unit, all necessary Sheriff's Office resources will be made available to handle emergency police services within the City and in the neighboring unincorporated areas.

ASSIGNED POSITIONS	# of FTE
Captain (Chief)	0.75
Sergeant	2.00
Deputy	8.00
Detective	1.00
Community Service Officer	1.00
Administrative Assistant	0.50
Records Technician	1.00
TOTAL ASSIGNED FTE	14.25

2. ASSIGNMENT OF SPECIFIC PERSONNEL.

2.1 Sheriff will utilize its current Coast-side School Resource Officer (SRO) to work with the schools within the City limits. Additional programming may be provided by the Sheriff's Activity League (SAL). Sheriff shall notify City if such service shall be eliminated.

2.2 The specific personnel assigned to the City shall be at the Sheriff's discretion in consultation with the City Manager. The City Manager may request reassignment of personnel assigned to the City at any time. The Sheriff and City Manager shall meet and confer regarding the request within ten (10) days. Any decision of the Sheriff following such a conference shall be final.

EXHIBIT B

FY 2023-24 RATES / PAYMENTS

Agreement for Law Enforcement Services between the County of San Mateo and City of Half Moon Bay

In consideration of the services described in Exhibit A and Exhibit A-1, City shall pay as follows:

1. CHARGES FOR SERVICES.

- 1.1 City shall pay County for services described in this Agreement as calculated by the formulas set forth in Exhibit B-1.
- 1.2 Exhibit B and Exhibit B-1 will be amended annually as set forth in Section 3 of this Agreement.

2. INVOICING / BILLING.

- 2.1 On a quarterly basis in accordance with Section 3 below, Sheriff’s Office Fiscal Services Bureau shall submit an invoice to City.
- 2.2 Payments and questions regarding invoicing shall be directed to the Sheriff’s Office Financial Services Manager Deniz Tunc at DTunc@smcgov.org or be mailed to:

San Mateo County Sheriff’s Office
 Fiscal Services Bureau
 400 County Center, 3rd Floor
 Redwood City, CA 94063

3. PAYMENTS.

- 3.1 Total charges due for the period of **October 1, 2023 through June 30, 2024** are **\$4,238,634**. Invoices will be issued according to the following schedule:

Invoice Issued	Basic Service	UAAL Credit	Adjusted Cost
Q2 October 1, 2023	\$ 1,412,878.00	\$ (152,574.00)	\$ 1,260,304.00
Q3 January 1, 2024	\$ 1,412,878.00	\$ (152,574.00)	\$ 1,260,304.00
Q4 April 1, 2024	\$ 1,412,878.00	\$ (152,574.00)	\$ 1,260,304.00

Invoice Issued	Amount
October 1, 2023	\$ 1,412,878.00
January 1, 2024	\$ 1,412,878.00
April 1, 2024	\$ 1,412,878.00

NOTE: UAAL Credits are not reflected in above amounts.

- 3.2 Future Fiscal Year payments will be in accordance with the revised Exhibit B-1 effective July 1 of each year. City’s payment of each quarterly invoice from the County will be due 30 days after City’s receipt of the subject quarterly invoice for the remainder of the duration of the Agreement.
- 3.3 However, the parties understand that under no circumstances will the County ever be required by this Agreement to provide services, the total annual cost of which to the County exceeds the total annual amount paid by the City. Accordingly, in the event that the annual charges for services performed pursuant to this Agreement are insufficient to cover the County's annual

cost of providing them, the parties agree that the County may reduce the level of service provided to the extent necessary to ensure that the County's costs do not exceed the amount paid by the City. The County will meet and confer with the City to determine the nature of any service reductions required by this provision. However, the ultimate decision as to how County resources are reallocated will lie with the Sheriff.

4. BOOKING / MESSAGE SWITCH/FORENSIC LABORATORY FEES.

4.1 City shall not be responsible for paying Jail Access Fees, Booking Fees, Message Switch Fees or Forensic Laboratory Fees to the County.

5. OTHER PAYMENTS.

5.1 City will continue to be responsible for payments to/for the following services to the extent that the City opts to utilize the service:

- Community Overcoming Relationship Abuse (aka CORA)
- First Chance
- Peninsula Humane Society
- Dispatch Services provider

6. JOINT POWERS AGREEMENTS.

6.1 City shall continue to be responsible for fees set forth in the Joint Powers Agreements pertaining to the Narcotics Task Force (NTF) and Office of Emergency Services (OES).

EXHIBIT B-1

FY 2023-24

CALCULATED RATES

Agreement for Law Enforcement Services between the County of San Mateo and City of Half Moon Bay

1. CALCULATED RATES FOR FY 2023-24.



San Mateo County Sheriff's Office
Half Moon Bay Law Enforcement Services
FY 2023-24 Budget

	Position Count	Employee Salaries	Employee Overtime	Employee Benefits	Total Expenses FY 2023-24
BASIC LAW ENFORCEMENT SERVICES:					
PERSONNEL COSTS:					
Deputy Sheriff - Day	4.00	\$ 671,372	\$ 196,570	\$ 542,948	\$ 1,410,890
Deputy Sheriff - Night	4.00	\$ 705,582	\$ 206,586	\$ 566,074	\$ 1,478,242
Investigative Deputy Sheriff-Detective	1.00	\$ 176,141	-	\$ 125,875	\$ 302,015
Sergeant - Day	1.00	\$ 208,100	\$ 66,332	\$ 164,572	\$ 439,004
Sergeant - Night	1.00	\$ 218,419	\$ 69,621	\$ 171,629	\$ 459,669
Captain	0.75	\$ 201,722	-	\$ 135,354	\$ 337,076
Community Services Officer	1.00	\$ 77,066	\$ 11,115	\$ 47,080	\$ 135,261
Administrative Assistant	0.50	\$ 52,292	-	\$ 27,287	\$ 79,580
Records Technician	1.00	\$ 74,199	-	\$ 45,189	\$ 119,388
PERSONNEL COSTS - TOTAL:	14.25	\$ 2,384,892	\$ 550,224	\$ 1,826,010	\$ 4,761,126
OPERATING COSTS:					
Uniform Allowances					\$ 12,350
Office Supplies & Miscellaneous Expenses					\$ 27,600
Equipment Maintenance					\$ 107,687
Training Expenses					\$ 13,200
Radio and Communications Charges					\$ 43,435
Information Services Charges					\$ 53,345
Vehicle Maintenance & Replacement Costs					\$ 125,686
HR and Risk Management Service Charges					\$ 42,560
Support Services					\$ 464,523
OPERATING COSTS - TOTAL:					\$ 890,386
TOTAL COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 5,651,512
CalPERS UAAL Credit (Actual credit subject to limitations outlined in the contract)					\$ (457,721)
TOTAL ADJUSTED COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 5,193,791

2. OVERTIME RATES.

The estimated overtime hourly rates for supplemental services described in Exhibit A (Section 1.1.4), are as follows:

<i>San Mateo County Sheriff's Office FY 2023-24 Hourly Rates</i>	
Position	Overtime Rate
Admin Sergeant (Day)	\$222.05
Sergeant (84 Plan Day)	\$222.13
Sergeant (84 Plan Night)	\$233.15
Detective Sergeant (Day)	\$232.54
Deputy Sheriff (84 Plan Day)	\$179.16
Deputy Sheriff (84 Plan Night)	\$188.29
K-9 Deputy Sheriff (84 Plan Day)	\$188.29
K-9 Deputy Sheriff (84 Plan Night)	\$197.42
Motorcycle Deputy	\$188.29
Detective Deputy Sheriff	\$188.02
Community Services Officer II	\$64.06
Community Services Officer II (Extra-Help)	\$62.19
Administrative Assistant	\$84.54
Criminal Records Tech II (Day)	\$61.72

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **September 19, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

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

TITLE: AGREEMENT FOR PUBLIC SAFETY COMMUNICATION SERVICES WITH COUNTY OF SAN MATEO

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute an agreement between the City of Half Moon Bay and the County of San Mateo for public safety communications services for the period of July 1, 2022, through June 30, 2025.

FISCAL IMPACT:

In FY 2022-23, the City paid the County \$267,771 for public safety communications (911 dispatch) services. The City's FY 2023-24 Operating Budget includes funding in the amount of \$773,793 for public safety communications services.

STRATEGIC ELEMENT:

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

BACKGROUND:

San Mateo County has historically provided 911 dispatch services to the Coastsides. Since the transition to Sheriff contract services, the dispatch services have been included in a formal agreement with San Mateo County which assures dispatch services twenty-four hours per day, three hundred sixty-five days per year.

The first formal agreement became effective on July 1, 2012, and covered a five-year period.

On June 20, 2017, the City Council entered into a new five-year agreement with the County to provide public safety communications services for the City of Half Moon Bay. This agreement expired on June 30, 2022. The City and County have operated on a continuing basis during FY 2022-23 while the County was conducting a required Countywide cost of services study.

In March, the County informed the City that the Countywide cost of service study had been completed and that, based upon the actual costs incurred providing services, the County would be requesting a significant increase for the City and all other contract agencies in the next two-year period.

DISCUSSION:

The availability of 911 dispatch services 24 hours per day, 365 days a year, is critical to the basic health and safety of residents, businesses and the many visitors that also come to the coast. Dispatch services have historically included ambulance, fire, and law enforcement services. In 2022, with the implementation of the City’s CARES mental health response program, the County has also provided direct dispatch for CARES responders through the 911 system.

As a result of the completion of the Countywide cost of service study, the County has proposed \$773,793 to provide services in FY 2023-24, and \$797,007 to provide services in FY 2024-25. representing a significant increase over previous years. The study determined that the County had been undercharging for services and was subsidizing the costs to cities and other agencies. The recommended agreement allows the County to continue serving the community through FY 2024-25. The County is proposing a three-year agreement with FY 2022-23 under the old pay rate, and FYs 2023-25 under the new pay rate. In no event shall the City’s total fiscal obligation under this agreement exceed One Million, Eight Hundred Thirty-Eight Thousand, Five Hundred Seventy-One dollars (\$1,838,571).

The City has not only realized annual cost savings and long-term savings in retirement related costs, but also benefitted from increased efficiencies and services for both City residents and the entire Coastside. The contract model has provided access to a wider variety of resources and services which the community and residents of Half Moon Bay have benefitted.

The City Manager seeks authorization for a three-year agreement to continue services with County dispatch. Communications with County dispatch are efficient, especially since Half Moon Bay also contracts with the San Mateo County Sheriff’s Office for law enforcement services. The City of Half Moon Bay and San Mateo County Sheriff’s Office staff are satisfied with the services provided by County Public Safety Communications and recommends continuing with this contractual arrangement.

ATTACHMENTS:

1. Resolution authorizing the City Manager to execute a three-year agreement with the County for Public Safety Communications Services
2. Agreement for Public Safety Communications between the City of Half Moon Bay and the County

RESOLUTION NO. C-2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR PUBLIC SAFETY COMMUNICATIONS SERVICES WITH THE COUNTY OF SAN MATEO, THROUGH JUNE 30, 2025

WHEREAS, in 2012, the City of Half Moon Bay entered into an agreement with the County of San Mateo to provide public safety communications for the City; and

WHEREAS, the Agreement was renewed in 2017 to extend the term, adjust service levels, and increase the charges; the current term expired on June 30, 2022; and

WHEREAS, the City and County desire to further renew the agreement from July 1, 2022, through June 30, 2025, at a total cost of \$1,838,571.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute an Agreement for Public Safety communications services with the County of San Mateo, under the new Rates/Payments schedule, through June 30, 2025.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 19th day of September 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

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF HALF MOON BAY

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of Half Moon Bay, hereinafter called "City."

* * *

Whereas, it is necessary and desirable that County perform work/services for **City of Half Moon Bay** for the purpose of public safety dispatch.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

Services to be performed by County

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for City in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

City shall make payment to the County for the duration of the term in accordance with the following fee schedule:

	FY 2022-23	FY 2023-24	FY 2024-25	Total for Three-Year Term
Annual Rate	\$267,777 (paid)	\$773,793	\$797,007	\$1,838,571

a. The total due for the three-year term is \$1,838,571 and the City has already paid the fee for Fiscal Year 2022-23.

b. Should City require communications services above and beyond basic staffing for pre-planned special events, County will charge City for said services at the actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher (currently \$111/hr.) for any and all dispatchers assigned to the event.

c. In the event the term of this Agreement continues beyond the term set out in Section 3, the cost of dispatch services shall be established by mutual agreement of the parties. If the parties cannot agree on the cost of dispatch services prior to the expiration of the Term set out in Section 3, the cost of

dispatch services for the next fiscal year shall increase by the then current percentage index established by the Bay Area Consumer Price Index (CPI) for each year until the parties reach agreement or the County ceases to provide dispatch services.

d. The City and County agree to negotiate in good faith to renew this Agreement. The City and County may consider performance measures, CPI increases, and/or cost recovery to determine the rate for dispatch services for the renewal of this Agreement, on condition that the Board of Supervisors approves the Agreement's extension.

3. Term

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, City shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall City's total fiscal obligation under this Agreement exceed One Million, Eight-Hundred Thirty-Eight Thousand, Five Hundred and Seventy One Dollars (\$1,838,571) for the designated term.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022 through June 30, 2025.

4. Termination

This Agreement may be terminated by County, by the County's Director of Public Safety Communications or her designee, or by City at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, County shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

5. Relationship of Parties

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and City is to create an independent contractor relationship.

6. Hold Harmless

a. General Hold Harmless

City shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of County under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including City or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from City's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, City's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of City to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Confidentiality:

Computer Aided Dispatch ("CAD") records, in all forms, including but not limited to, electronic and audio, may contain personally identifiable information, sensitive medical information, protected criminal record information, and other types of information protected under the law and/or generally considered private by members of the public. The information contained in these records is provided by callers, as well as safety officers and first responders, for the sole purpose of providing emergency dispatch services. As such, Customer agrees to maintain the confidentiality of these records (except as required by law) and use the information for the sole purpose of providing emergency services to the public. In any instance where Customer contracts with a third party for assistance with its emergency response services and/or for quality assurance or data collection services, Customer will ensure that all of its contractors agree to maintain the confidentiality of the CAD records and not to disclose any personally identifiable information, sensitive medical information, and/or protected criminal record information to anyone other than as needed for the performance of its obligations pursuant to its contract with Customer. Customer will obtain a written acknowledgement of this provisions from all persons not a party to this Agreement that it grants access to CAD records.

8. Assignability and Subcontracting

County shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by County under this Agreement without the prior written consent of City.

9. Insurance

a. General Requirements

City shall advise County of any insurance coverage requirements, and County shall provide evidence of appropriate coverage to City upon request.

b. Workers' Compensation and Employer's Liability Insurance

Each party to this Agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

County shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect County and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from County's operations under this Agreement, whether such operations be by County, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

10. Retention of Records; Right to Monitor and Audit

(a) Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after City makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

(c) Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Natasha Claire-Espino, Director
Address: 501 Winslow Street, PSC 100, Redwood City, CA 94063
Telephone: 650-363-4909
Email: nclaire-espino@smcgov.org

In the case of City, to:

Name/Title: Carlo Wei/Management Analyst
Address: 501 Main Street, Half Moon Bay, CA 94019
Telephone: 650-726-8254
Email: cwei@hmbcity.com

14. Electronic Signature

Both County and City wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For City: [CITY OF HALF MOON BAY]

Signature

Date

Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, County shall provide the following services:

I. Description of Services to be performed by County

A. County shall provide City with:

1. Telephone answering of 911 and emergency phone lines. County will not be responsible for answering any of the City's police non-emergency, administrative telephone lines.
2. Notification of personnel, including the City Manager or other staff, necessary during emergency conditions.
3. Dispatching, including automated status keeping, and associated activity reports and inquiries.
4. Notification/call alert by activation of pages (through cellphones or paging equipment, as applicable).
5. Access to Computer Aided Dispatch (CAD) equipment upon receipt of a call for service, whereby the call information will be transmitted via CAD to the paging system and/or Mobile Data Terminal, which is in turn assigned to the appropriate field unit(s).
6. County will provide certified digital recordings of radio traffic and telephone interactions going through the PSC digital logging system.

B. City shall have direct access to all relevant computerized law enforcement databases twenty-four (24) hours a day, three hundred sixty-five (365) days per year. Access to these databases via the Message Switch system is billed separately, based on pro-rata use of the system and is not part of this Agreement for billing purposes. County shall be responsible for access as well as updating required data entry and removal including, but not limited to, the following systems:

- NLETS – National Law Enforcement Telecommunications Service
- CLETS – California Law Enforcement Telecommunications Service
- CJIS – Criminal Justice Information Services
- DMV – Department of Motor Vehicles
- SVS - Stolen Vehicle System - County will make entries and removals of repossessed or impounded vehicles.
- AFS - Automated Firearms System – Entries and removals will be provided after City's normal business hours when a safety concern is identified or at the request of an on-duty supervisor.
- APS - Automated Property System- Entries and removals will be provided after City's normal business hours when exigent circumstances exist that require an immediate entry be made or at the request of an on-duty supervisor.
- MUPS - Missing and Unidentified Persons File

II. Responsibilities of the County

- #### **A. Provide working space at the County facility for the personnel and equipment described in this Agreement.**

- B. Provide and maintain telephone equipment to accommodate the City's 9-1-1 and seven (7) digit emergency telephone call volume.
- C. Provide and maintain radio console equipment within the Communications Center to affect radio transmissions from the Communications Center to access the County's trunked radio system on the frequencies designated as agreed upon by the County and Sheriff's Half Moon Bay Bureau.
- D. Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to radio and telephone incidents. All radio frequencies or telephone lines used for City Law Enforcement business in the Communications Center operation (not Administrative Offices) shall be recorded.
- E. Serve as 9-1-1 Public Safety Answering Point (PSAP) and ensure that an alternative 9-1-1 site is established and lines are maintained in compliance with rules, policies, and regulations of the State of California 9-1-1 Program, should the Center's 9-1-1 system fail.
- F. Maintain the geographic file of City's response areas needed for CAD.
- G. Update CLETS and AWS entries during established business hours via the automated computer system in accordance with state, local, and departmental policy.
- H. Host periodic liaison meetings that include line supervisors and/or management representatives of City and County to decide issues of mutual interest.
- I. Ensure that the existing CAD system accurately reflects the operation of the Sheriff's Half Moon Bay Bureau activities.
- J. Provide a general business telephone number that can be used for official business of Half Moon Bay Law Enforcement personnel to communicate directly with the designated police dispatcher.
- K. Provide Communications Center personnel to represent Public Safety Communications (PSC) at meetings, trainings, etc. at the Half Moon Bay Bureau's request, provided ample notice is given to maintain adequate staffing in the Communications Center.
- L. Ensure law enforcement dispatchers have attended a minimum of twenty-four (24) hours of law enforcement training every two years to remain proficient and capable of providing services that meet or exceed the needs and standards of San Mateo County's Public Safety Communications department.

III. Responsibilities of City

In addition to making payments in accordance with Section 2 of this Agreement, the City will:

- A. Arrange to have incoming business and other non-emergency calls deferred to the Sheriff's Office.
- B. Ensure that its law enforcement contractor learn and comply with established procedures with regard to the communications operation, regardless of whether an official written document of said procedure exists or it's an understood practice.

Exhibit B

In consideration of the services provided by County described in Exhibit A and subject to the terms of the Agreement, City shall pay County based on the following fee schedule and terms:

County shall prepare and submit quarterly invoices in accordance with the policies and procedures established by the County Controller's Office and in the amounts listed below.

	Year 1 – FY 2022-23	Year 2 – FY 2023-24	Year 3 – FY 2024-25
Total Annual Fee	\$0	\$773,793	\$797,007
Quarterly Fee		\$193,448.25	\$199,251.75

City shall make payments within 30 days from the date of the applicable invoice to the address below:

Public Safety Communications
Attention Fiscal
501 Winslow Ave, PSC 100
Redwood City, CA 94063

PSC_Fiscal@smcgov.org