



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

TUESDAY, JANUARY 21, 2025

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

**Robert Brownstone, Mayor
Debbie Ruddock, Vice Mayor
Patric Jonsson, Councilmember
Paul Nagengast, Councilmember
Deborah Penrose, 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 City Manager Updates and Consent Calendar items should be made during the Public Forum section of the agenda. Those wishing to speak on a Business or Public Hearing matter will be called forward at the appropriate time during that item's consideration.

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

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

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

<http://hmbcity.com/>

**Wi-Fi: HMB Public
Password: Recreation1**

HYBRID MEETING PARTICIPATION PROTOCOLS

*This meeting will be held in-person and via Zoom for public participation. 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

TOM MINAIDIS RECOGNITION

HIP HOUSING CALENDAR

MIDCOAST COMMUNITY COUNCIL UPDATE

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

JANUARY 23, 2023 TRAGEDY REMEMBRANCE UPDATE

PUBLIC FORUM

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B WARRANTS FOR THE MONTH OF DECEMBER 2024

Staff Recommendation: Accept the warrants list for the month of December 2024.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

1.C MAYOR’S LIST OF CITY COUNCIL REPRESENTATIVES AND DESIGNATED ASSIGNMENTS FOR 2025

Staff Recommendation: Accept Mayor Brownstone’s List of City Council Representatives and Designated Assignments for 2025.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

1.D MODIFICATION OF PREVIOUSLY APPROVED TWO-WEEK FIRE PIT PILOT PROJECT ON POPLAR BEACH

Staff Recommendation: By resolution, permit the temporary placement of up to four fire pits under a Pilot Project on Poplar Beach between January 22, 2025, and March 31, 2025.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

1.E APPROVAL OF THE FINAL PARCEL MAP FOR 880 STONE PINE ROAD (ASSOCIATED WITH STONE PINE COVE COASTAL DEVELOPMENT PERMIT)

Staff Recommendation: Adopt a resolution approving the Final Parcel Map and directing the City Manager to execute and record the Final Parcel Map with the office of the San Mateo County Recorder.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

1.F UPDATED EMERGENCY SERVICES COUNCIL JOINT POWERS AGREEMENT (ESC-JPA)

Staff Recommendation: Adopt a resolution approving the Second Revised and Restated Joint Exercise of Powers Agreement of the San Mateo Operational Area Emergency Services Council.

[STAFF REPORT](#)

[ATTACHMENT](#)

1.G SMITH FIELD PARK IMPROVEMENT AND WAVECREST WATER MAIN PROJECTS - AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH SWCA FOR ADDITIONAL SERVICES

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement (PSA) with SWCA Environmental Consultants, Inc. (SWCA) for additional environmental services for the Smith Field Park Improvements and the Wavecrest Water Main Projects, increasing the contract amount by \$22,700, totaling a contract amount not to exceed \$104,600.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

2. ORDINANCES AND PUBLIC HEARINGS

2.A RESOLUTION OF PUBLIC INTEREST AND CONVENIENCE APPROVING THE CITY’S SALE OF A PORTION OF 880 STONE PINE ROAD (6.87-ACRE PORTION OF APN: 056-260-180) FOR THE CONSTRUCTION OF A 47-UNIT AFFORDABLE FARMWORKER HOUSING PROJECT

Staff Recommendation: Continue the public hearing to a date certain of February 4, 2025, at 7:00 p.m. or as soon thereafter that the matter can be heard at the regular City Council meeting held at the Ted Adcock Community Center (TACC) 535 Kelly Avenue, Half Moon Bay, CA 94019.

[STAFF REPORT](#)

3. RESOLUTIONS AND STAFF REPORTS

3.A HALF MOON BAY LITTLE LEAGUE FACILITY USE AGREEMENT FOR SMITH FIELD

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a new Facility Use Agreement with the Half Moon Bay Little League for the use of Smith Field, for a term of five years, with no annual fee.

[STAFF REPORT](#)

[ATTACHMENT](#)

3.B 555 KELLY AVENUE AFFORDABLE HOUSING DEVELOPMENT – CONSIDERATION OF EXCLUSIVE NEGOTIATIONS AGREEMENT (ENA) BETWEEN THE CITY AND MERCY HOUSING

Staff Recommendation: Adopt a Resolution authorizing the City Manager to execute an Exclusive Negotiations Agreement (ENA) between the City and Mercy Housing California (Mercy) to provide twelve months to negotiate an Affordable Housing and Property Disposition Agreement (the AHPDA) and the terms of a ground lease for a senior affordable housing development (the Project) at 555 Kelly Avenue.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

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

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute Amendment Seventeen to the Agreement for Law Enforcement Services between the County of San Mateo and City of Half Moon Bay, under the new Rates/Payments schedule.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

3.D APPOINTMENTS TO CITY COMMISSIONS - NAGENGAST AND JONSSON

Staff Recommendation: Councilmembers Nagengast and Jonsson to make appointments to the Planning and Parks and Recreation Commission to fill scheduled vacancies.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

3.E TRANSFER OF PG&E RULE 20A CREDITS TO SAN MATEO COUNTY

Staff Recommendation: By motion, authorize the City Manager to transfer its Rule 20A Work Credits to the County of San Mateo for the completion of the Middlefield Road Improvement Project.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

COMMISSION / COMMITTEE UPDATES

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: **January 21, 2025**

TO: Honorable Mayor and City Council
VIA: Matthew Chidester, City Manager
From: Lisa Rossi, Administrative Services Director
TITLE: **WARRANTS FOR THE MONTH OF DECEMBER 2024**

RECOMMENDATION:

Accept the warrants list for the month of December 2024.

STRATEGIC ELEMENT:

This recommendation supports the *Fiscal Sustainability* and *Inclusive Governance* Elements of the Strategic Plan.

DISCUSSION:

During this month, the City processed 4 check runs. The table below outlines each check run and their individual totals:

Check Run	
Date	Amount
December 04	30,296
December 05	654,135
December 12	418,912
December 19	653,210
Total	1,756,553

The City processed payments related to 11 capital improvement projects, in a total amount of \$386,073. Highway 1 Safety - North, Poplar Complete Street, Carter Park, Pilarcitos Creek Restoration, LCP Implementation Project, Climate Action and Adaptation Planning, Smith Field Site Assessment, Wavecrest Water Main Project, HVAC Repair, Seymour Ditch Erosion And Coastal Stabilization, and Pedal for a Purpose.

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

OVER \$30,000				
Check #	Payee	Check Date	Amount	Description
55876	WELLS FARGO	12/4/2024	30,296	CITY-WIDE SMALL PURCHASES ON CREDIT CARDS
55692	EL CENTRO DE LIBERTAD	12/5/2024	49,817	CARES PROGRAM OPERATOR
55709	MERCY HOUSING CALIFORNIA 110, LP	12/5/2024	231,520	MERCY HOUSING 555 KELLY ARPA DRAW #7
55724	SMCO PUBLIC SAFETY COMMUNICATIONS	12/5/2024	199,252	911 DISPATCH SERVICES FY 24/25
55774	WICKMAN DEVELOPMENT AND CONSTRUCTION	12/12/2024	284,269	CONSTRUCTION FOR CARTER PARK
55813	SEWER AUTHORITY MID-COASTSIDE	12/19/2024	487,872	SAM OPERATIONS & MAINTENANCE FY 24/25

ATTACHMENTS:

Check Disbursement List by Check Date

Report Criteria:

Report type: GL detail

55225	Northern Consulting Actuaries Inc	12/05/2024	FY '23/24 OPEB VALUATION & GASB 75/VIA ACTUARIAL SOLUTIONS	6,600.00-
Total 55225:				6,600.00-
55509	Julio Salas	12/05/2024	DEPOSIT REFUND-TRAIN DEPOT MINUS EXTRA TIME	250.00-
Total 55509:				250.00-
55632	ERICA OLIVIA	12/10/2024	DEPOSIT REFUND 11/16/24 GRAND OAK	300.00-
Total 55632:				300.00-
55684	ABUNDANT GRACE COASTSIDE WORKER	12/05/2024	PROVIDE HOMELESS COASTAL CLEAN UP SERVICES	14,360.00
Total 55684:				14,360.00
55685	Baird+Driskell+Abrams Community Planning	12/05/2024	DOCUMENT REVIEW, SUPPORT FOR COMMUNITY OUTREACH & ENGAGEMENT, & ONGOING PROJECT	6,048.75
Total 55685:				6,048.75
55686	BECKER GRAPHICS	12/05/2024	INSTRUCTOR PAYMENT- ZUMBA NOV'24	1,535.70
Total 55686:				1,535.70
55687	BIKE WORKS HMB	12/05/2024	PEDAL FOR A PURPOSE - #113	4,500.78
55687	BIKE WORKS HMB	12/05/2024	PEDAL FOR A PURPOSE - #114	4,984.71
55687	BIKE WORKS HMB	12/05/2024	PEDAL FOR A PURPOSE - #115	4,790.57
Total 55687:				14,276.06
55688	BLEYLE ELEVATOR, INC	12/05/2024	MAINT SERVICE #102236	95.00
55688	BLEYLE ELEVATOR, INC	12/05/2024	MAINT SERVICE #179638	95.00
Total 55688:				190.00
55689	BOYS & GIRLS CLUB OF THE COASTSIDE	12/05/2024	CUSTODIAL FOR EVENT CENTER JAN-NOV 2024	2,040.00
Total 55689:				2,040.00
55690	CAPITAL ONE TRADE CREDIT	12/05/2024	MAINT SUPPLIES NOV'24	3,560.55

Total 55690:				3,560.55
55691	DKS ASSOCIATES	12/05/2024	Transportation Impact Analysis	675.00
Total 55691:				675.00
55692	EL CENTRO DE LIBERTAD	12/05/2024	COMMUNITY RESPONDER PROGRAM (CRISIS ASSISTANCE RESPONSE & EVALUATION SERVICES)	49,816.87
Total 55692:				49,816.87
55693	FlowBird America Inc	12/05/2024	OCT'24 MAINT SERVICE	84.00
55693	FlowBird America Inc	12/05/2024	OCT'24 MAINT SERVICE	120.00
55693	FlowBird America Inc	12/05/2024	NOV'24 MAINT SERVICE	52.50
Total 55693:				256.50
55694	GRANICUS	12/05/2024	DEC'24, GRANICUS SERVICE	620.53
Total 55694:				620.53
55695	GREEN HALO SYSTEMS INC	12/05/2024	SERVICES	1,716.00
Total 55695:				1,716.00
55696	HALF MOON BAY BUILDING & GARDEN	12/05/2024	DEC'24 MAINTENANCE SUPPLIES	22.95
Total 55696:				22.95
55697	HDL SOFTWARE LLC	12/05/2024	FY '24/25 HDL TOT & BUSINESS LICENSE MANAGEMENT	6,262.88
Total 55697:				6,262.88
55698	Head and Heart Advisory LLC	12/05/2024	EVALUATION OF THREE ECONOMIC ADVANCEMENT CENTERS	4,000.00
Total 55698:				4,000.00
55699	Hector Torres	12/05/2024	DEPOSIT REFUND-GRAND OAK & KITCHEN 11/30/2024	600.00
Total 55699:				600.00
55700	HMB COASTSIDE CHAMBER	12/05/2024	SEPT'24 BID (IN CITY)	12,262.00
55700	HMB COASTSIDE CHAMBER	12/05/2024	SEPT'24 BID (OOC)	5,217.00

Total 55700:			17,479.00
55701	HOME DEPOT CREDIT SERVICES	12/05/2024 MAINT SUPPLIES	116.38
55701	HOME DEPOT CREDIT SERVICES	12/05/2024 MAINT SUPPLIES	352.70
Total 55701:			469.08
55702	INTEGRAL CONSULTING INC.	12/05/2024 PREPARATION OF THE CLIMATE ADAPTION PLAN(CIP 1002)	1,825.13
Total 55702:			1,825.13
55703	Jobtrain Inc	12/05/2024 TO PROVIDE JOB SEEKER WORKFORCE DEVELOPMENT PROGRAM SERVICES FOR THE COASTSIDE COM	17,951.03
Total 55703:			17,951.03
55704	JOINT VENTURE SILICON VALLEY	12/05/2024 FY 24-25 MEMBERSHIP DUES	1,750.00
Total 55704:			1,750.00
55705	Julio Salas	12/05/2024 DEPOSIT REFUND-TRAIN DEPOT MINUS EXTRA TIME	250.00
Total 55705:			250.00
55706	Karla's Janitorial & Suppliers, LLC	12/05/2024 JANITORIAL SERVICES FY '24-25	15,209.50
Total 55706:			15,209.50
55707	LAURA CAMODECA	12/05/2024 CONTINUING ODOR	588.00
55707	LAURA CAMODECA	12/05/2024 NOSE PRIVATE CLASS	84.00
Total 55707:			672.00
55708	LOCKWORKS UNLIMITED INC	12/05/2024 MAINT SERVICE	264.74
Total 55708:			264.74
55709	Mercy Housing California 110, LP	12/05/2024 MERCY HOUSING 555 KELLY ARPA DRAW #7	231,520.32
Total 55709:			231,520.32
55710	Moore Iacofano Goltsman Inc	12/05/2024 PLANNING, ZONING, & DESIGN CONSULTANT SERVICES FOR PREP OF MULTI-FAMILY RESIDENTIAL OBJE	8,927.50

Total 55710:				8,927.50
55711	Mouser Law Firm	12/05/2024	LEGAL SERVICES	175.00
Total 55711:				175.00
55712	NEIGHBORHOOD RADIO	12/05/2024	SANTA AT HMB LIBRARY	165.00
Total 55712:				165.00
55713	NICHOLAS TRANSLATIONS & INTERPRETATIONS	12/05/2024	NOV'24 TRANSLATION SERVICE	238.00
Total 55713:				238.00
55714	Northern Consulting Actuaries Inc	12/05/2024	FY '23/24 OPEB VALUATION & GASB 75/VIA ACTUARIAL SOLUTIONS	6,600.00
Total 55714:				6,600.00
55715	Odalys Acosta	12/05/2024	DEPOSIT REFUND-TRAIN DEPOT 11/30/2024	500.00
Total 55715:				500.00
55716	Pamela Harris	12/05/2024	DEPOSIT REFUND-OAK ROOM NP 11/23/2024	200.00
Total 55716:				200.00
55717	PETERSON	12/05/2024	Back-Up Generator Services	685.00
55717	PETERSON	12/05/2024	Back-Up Generator Services	645.00
55717	PETERSON	12/05/2024	Back-Up Generator Services	685.00
55717	PETERSON	12/05/2024	Back-Up Generator Services	645.00
Total 55717:				2,660.00
55718	QUADIENT FINANCE USA, INC	12/05/2024	QUADIENT LEASE & POSTAGE	502.90
Total 55718:				502.90
55719	Raul Amezcua	12/05/2024	DEPOSIT REFUND MINUS MUD FLOOR-TRAIN DEPOT 11/23/2024	500.00
55719	Raul Amezcua	12/05/2024	DEPOSIT REFUND MINUS MUD FLOOR-TRAIN DEPOT 11/23/2024	35.00
Total 55719:				465.00

55720	RINGCENTRAL INC.	12/05/2024	PHONE SERVICES	2,352.23
Total 55720:				2,352.23
55721	SAN MATEO CO. PLANNING AND BUILDING DIV	12/05/2024	CONSULTANT SERVICES	1,185.80
Total 55721:				1,185.80
55722	SAN MATEO DAILY JOURNAL	12/05/2024	ADVERTISING PDP-21-071	1,008.00
55722	SAN MATEO DAILY JOURNAL	12/05/2024	ADVERTISING PDP-21-071	1,008.00
55722	SAN MATEO DAILY JOURNAL	12/05/2024	ADVERTISING PDP-21-071	1,008.00-
Total 55722:				1,008.00
55723	SERVICE PRESS INC.	12/05/2024	BUSINESS CARDS	64.38
Total 55723:				64.38
55724	SMCO PUBLIC SAFETY COMMUNICATIONS	12/05/2024	911 DISPATCH SERVICES FY 2024/25	199,251.75
Total 55724:				199,251.75
55725	STATE WATER RESOURCES CONTROL BOARD	12/05/2024	NPDES ANUAL FEE	10,920.00
Total 55725:				10,920.00
55726	STRAIGHT WHEEL CYCLING LLC	12/05/2024	PEDAL FOR A PURPOSE - #236	3,319.62
55726	STRAIGHT WHEEL CYCLING LLC	12/05/2024	PEDAL FOR A PURPOSE - #237	3,521.97
55726	STRAIGHT WHEEL CYCLING LLC	12/05/2024	PEDAL FOR A PURPOSE - #238	4,993.12
Total 55726:				11,834.71
55727	SUBURBAN PROPANE LP	12/05/2024	PROPANE ACCT 1601-064098	1,849.15
Total 55727:				1,849.15
55728	SUSTAINABLE SAN MATEO COUNTY	12/05/2024	FY24/25 SUSTAINABLE SAN MATEO COUNTY CONTRIBUTION	2,000.00
Total 55728:				2,000.00
55729	SWCA INCORPORATED	12/05/2024	GL CHANGE	6,555.98
55729	SWCA INCORPORATED	12/05/2024	SMITH FIELD & WAVECREST PROJECTS	9,095.75

Total 55729:			15,651.73
55730	T-MOBILE	12/05/2024 ACCT 997385192 NOV '24	93.45
Total 55730:			93.45
55731	Tristan Keller	12/05/2024 SKATEBOARD LESSONS MARILLA PULIDO	56.00
55731	Tristan Keller	12/05/2024 SKATEBOARD LESSONS CARRI REEVES	56.00
Total 55731:			112.00
55732	VESTIS	12/05/2024 MAINT SUPPLIES CITY HALL	198.99
55732	VESTIS	12/05/2024 MAINT SUPPLIES PUBLIC LIBRARY	127.53
55732	VESTIS	12/05/2024 MAINT SUPPLIES CITY HALL	198.99
55732	VESTIS	12/05/2024 MAINT SUPPLIES PUBLIC LIBRARY	127.53
Total 55732:			653.04
55733	ZONES, LLC	12/05/2024 FY '24/25 ZONES MICROSOFT 365 LICENSING	202.72
Total 55733:			202.72
55735	ACC BUSINESS	12/12/2024 INTERNET SERVICE	786.23
Total 55735:			786.23
55736	AMERICAN PORTABLES	12/12/2024 PORTABLE TOILET RENTAL & SERVICES FY '24-25	700.94
55736	AMERICAN PORTABLES	12/12/2024 PORTABLE TOILET RENTAL & SERVICES FY '24-25	967.00
55736	AMERICAN PORTABLES	12/12/2024 PORTABLE TOILET RENTAL & SERVICES FY '24-25	967.00
Total 55736:			2,634.94
55737	APEX TESTING LABORATORIES, INC	12/12/2024 GEOTECHNICAL SERVICES FOR POPLAR ST TRAFFIC CALMING & SAFETY PROJECT - PHASE 1	2,131.29
Total 55737:			2,131.29
55738	ASSOCIATION OF BAY AREA GOVERNMENTS	12/12/2024 FY'25 Levelized Charge-Nat Gas	450.00
55738	ASSOCIATION OF BAY AREA GOVERNMENTS	12/12/2024 WORKING CAPITAL DEPOSIT	22.78
Total 55738:			472.78
55739	AT&T	12/12/2024 NOV'24 PHONE SERVICE	60.25

Total 55739:				60.25
55740 AT&T	12/12/2024	NOV'24	PHONE SERVICE	1,024.91
Total 55740:				1,024.91
55741 AT&T MOBILITY	12/12/2024	NOV'24	PHONE SERVICE	695.15
Total 55741:				695.15
55742 BFI OF CALIFORNIA - 4278A	12/12/2024		GREEN WASTE MULCH	525.00
Total 55742:				525.00
55743 BLACK & VEATCH CORPORATION	12/12/2024		STORMWATER (NPDES) SERVICES 2024	11,393.16
Total 55743:				11,393.16
55744 CASELLE INC.	12/12/2024	FY 24/25	CASELLE ERP SOFTWARE	3,843.00
Total 55744:				3,843.00
55745 CLEARLITE TROPHIES	12/12/2024		ENGRAVED AWARD	135.97
55745 CLEARLITE TROPHIES	12/12/2024		ENGRAVED PLAQUE	268.89
Total 55745:				404.86
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		555 KELLY AVE	35.81
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		CITY OF HMB / COAST.COMM.SENIOR.CNTR.	32.04
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		201 WAVECREST RD	2,703.68
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		10 STONE PINE RD # IRRIGATION	204.97
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		723 MILL ST # IRRIGATION	35.81
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		LIFT STATI FAIRWAY DR	35.81
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		1310 LORYN LN # IRRIGATION	311.04
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		HIGGINS CYN RD	311.04
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		529 RUISSEAU FRANCAIS AVE # IRRIGATION	480.20
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		502 MAIN ST	1,120.54
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		FERNANDES PARK / MAIN ST # IRRIGATION	165.33
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		620 CORREAS / LIBRARY # DC	48.06
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		620 CORREAS / LIBRARY # IRRIGATION	87.10
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		620 CORREAS / LIBRARY	593.53
55746 COASTSIDE COUNTY WATER DISTRICT	12/12/2024		HYDRANT METER	177.12

55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	501 MAIN ST_DC	32.04
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	880 STONE PINE RD	291.37
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	MAIN & HWY 1 # IRRIGATION	52.00
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	MEDIAN STRIP / HWY ONE # IRRIGATION	35.81
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	537 KELLY AVE	150.06
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	535 KELLY AVE	168.05
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	461 OAK AVE	52.00
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	503 JOHNSTON ST	68.19
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	HWY 92 MEDIAN # WEST IRRIGATION	35.81
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	HWY 92 MEDIAN # EAST IRRIGATION	35.81
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	627 ALSACE LORAINA AVE	230.09
55746	COASTSIDE COUNTY WATER DISTRICT	12/12/2024	501 MAIN ST	230.09
Total 55746:				7,723.40
55747	CORODATA RECORDS MANAGEMENT INC	12/12/2024	NOV'24 RECORDS MANAGEMENT	660.03
Total 55747:				660.03
55748	CRUZIO INTERNET	12/12/2024	INTERNET SERVICE	14.95
Total 55748:				14.95
55749	FIRST AMERICAN TITLE	12/12/2024	SEARCH & EXAM 2024-12-04	750.00
Total 55749:				750.00
55750	FLYERS ENERGY, LLC	12/12/2024	NOV'24 FUEL	1,711.04
Total 55750:				1,711.04
55751	HD SUPPLY FORMERLY HOME DEPOT PRO	12/12/2024	MAINT SUPPLIES	2,607.89
Total 55751:				2,607.89
55752	IGLESIA DEL MAR	12/12/2024	DEPOSIT REFUND 11/16/24 GRAND OAK	300.00
Total 55752:				300.00
55753	INFINITY TECHNOLOGIES	12/12/2024	FY 24/25 INFINITY TECH DESKTOP/HELP DESK	164.25
55753	INFINITY TECHNOLOGIES	12/12/2024	FY 24/25 INFINITY TECH DESKTOP/HELP DESK	13,960.00

Total 55753:				14,124.25
55754	Karla's Janitorial & Suppliers, LLC	12/12/2024	PROVIDE CUSTODIAL SERVICES FOR THE OCC	785.00
Total 55754:				785.00
55755	LORAL LANDSCAPING INC.	12/12/2024	FY 2024-25 LANDSCAPE MAINTENANCE SERVICES AGREEMENT	4,297.00
Total 55755:				4,297.00
55756	MCA DIRECT	12/12/2024	COUNCIL CERTIFICATES	53.15
Total 55756:				53.15
55757	M-GROUP	12/12/2024	NEW PO REQUEST FOR M-GROUP	8,441.25
Total 55757:				8,441.25
55758	Nancy Sarabia	12/12/2024	DEPOSIT REFUND-GRAND OAK 12/7/24	500.00
Total 55758:				500.00
55759	NICHOLS CONSULTING ENGINEERS CHTD	12/12/2024	PSA FOR ASSISTANCE WITH SEYMOUR OUTFALL EMERGENCY PROJECT POST CONSTRUCTION TASKS, I	901.44
Total 55759:				901.44
55760	ODP BUSINESS SOLUTIONS, LLC	12/12/2024	OFFICE SUPPLIES	64.89
Total 55760:				64.89
55761	ON POINT LANGUAGE SOLUTIONS LLC	12/12/2024	NOV'24 TRANSLATION SERVICES	2,202.50
Total 55761:				2,202.50
55762	PLAN JPA	12/12/2024	NOV'24 GENERAL LIABILITY CLAIMS	15,535.00
Total 55762:				15,535.00
55763	QUADIENT FINANCE USA, INC	12/12/2024	QUADIENT LEASE & POSTAGE	15.87
Total 55763:				15.87

55764	Renaissance Entrepreneurship Center	12/12/2024	PROVIDE SMALL BUSINESS DEVELOPEMENT & ENTREPRENEURSHIP SERVICES VIA THE OCC	23,135.06
Total 55764:				23,135.06
55765	SAN MATEO DAILY JOURNAL	12/12/2024	ADVERTISING PDP-23-083	720.00
55765	SAN MATEO DAILY JOURNAL	12/12/2024	ADVERTISING PDP-23-083	720.00
55765	SAN MATEO DAILY JOURNAL	12/12/2024	ADVERTISING PDP-23-083	720.00
55765	SAN MATEO DAILY JOURNAL	12/12/2024	ADVERTISING PDP-24-030	720.00
55765	SAN MATEO DAILY JOURNAL	12/12/2024	ADVERTISING PDP-24-030	720.00
55765	SAN MATEO DAILY JOURNAL	12/12/2024	ADVERTISING PDP-24-030	720.00
55765	SAN MATEO DAILY JOURNAL	12/12/2024	ADVERTISING	1,440.00
Total 55765:				2,880.00
55766	SEWER AUTHORITY MID-COASTSIDE	12/12/2024	GENERAL OPERATIONS & MAINTENANCE FY 24/25 PLUS ADDITIONAL TO COVER POTENTIAL PASS-THR	6,132.00
Total 55766:				6,132.00
55767	STATE WATER RESOURCES CONTROL BOARD	12/12/2024	7//01/24-6/30/25 ANNUAL PERMIT	197.00
Total 55767:				197.00
55768	STERICYCLE, INC.	12/12/2024	PAPER SHREDDING	222.11
Total 55768:				222.11
55769	STRAIGHT WHEEL CYCLING LLC	12/12/2024	PEDAL FOR A PURPOSE - #242	4,883.74
55769	STRAIGHT WHEEL CYCLING LLC	12/12/2024	PEDAL FOR A PURPOSE - #241	3,593.06
Total 55769:				8,476.80
55770	TOWNSEND PUBLIC AFFAIRS, INC	12/12/2024	NOV'24 CONSULTING SERVICES	3,000.00
Total 55770:				3,000.00
55771	TURBO DATA SYSTEMS	12/12/2024	CITATION PROCESSING	536.78
Total 55771:				536.78
55772	VESTIS	12/12/2024	MAINT SUPPLIES CITY HALL	198.99
55772	VESTIS	12/12/2024	MAINT SUPPLIES PUBLIC LIBRARY	127.53

Total 55772:			326.52
55773	WESTERN EXTERMINATOR COMPANY	12/12/2024 NOV'24 EXTERMINATOR SERVICES	1,631.86
Total 55773:			1,631.86
55774	WICKMAN DEVELOPMENT AND CONSTRUCTIO	12/12/2024 CATER PARK (THROUGH CHANGE ORDER 13)	107,153.94
55774	WICKMAN DEVELOPMENT AND CONSTRUCTIO	12/12/2024 CATER PARK RETENTION	5,357.70-
55774	WICKMAN DEVELOPMENT AND CONSTRUCTIO	12/12/2024 CATER PARK (THROUGH CHANGE ORDER 13)	192,076.52
55774	WICKMAN DEVELOPMENT AND CONSTRUCTIO	12/12/2024 CATER PARK RETENTION	9,603.83-
Total 55774:			284,268.93
55775	WOOD CONSULTING SERVICES	12/12/2024 CO1 ECONOMIC & COMMUNITY VITALITY SUPPORT FOR VARIOUS PROJECTS OF THE COASTSIDE RECO	2,762.50
55775	WOOD CONSULTING SERVICES	12/12/2024 CO1 ECONOMIC & COMMUNITY VITALITY SUPPORT FOR VARIOUS PROJECTS OF THE COASTSIDE RECO	977.50
Total 55775:			3,740.00
55776	ZONES, LLC	12/12/2024 FY '24/25 ZONES MICROSOFT 365 LICENSING	5.65
Total 55776:			5.65
55777	ABUNDANT GRACE COASTSIDE WORKER	12/19/2024 PROVIDE HOMELESS COASTAL CLEAN UP SERVICES	12,080.00
Total 55777:			12,080.00
55778	Alejandra Velazquez	12/19/2024 DEPOSIT REFUND- TRAIN DEPOT12/8/24	500.00
Total 55778:			500.00
55779	BIKE WORKS HMB	12/19/2024 PEDAL FOR A PURPOSE - #116	4,985.26
Total 55779:			4,985.26
55780	CA DEPARTMENT OF CONSERVATION	12/19/2024 SMIP Q1 FY24/25 REPORT FEE	856.25
55780	CA DEPARTMENT OF CONSERVATION	12/19/2024 SMIP FEES WITHHELD FY24/25 QTR1	42.81-
Total 55780:			813.44
55781	CALIFORNIA BUILDING STANDARDS COMMISSIO	12/19/2024 BSASRF Q1 FY24/25 REPORT FEE	379.00
55781	CALIFORNIA BUILDING STANDARDS COMMISSIO	12/19/2024 BSASRF Q1 FY24/25 RETAINER	37.90-

Total 55781:				341.10
55782	CHRISTINA JEWELS KRZASZCZAK	12/19/2024	WEBSITE GRAPHIC DESIGN	400.00
Total 55782:				400.00
55783	COASTSIDE PRINTERS	12/19/2024	NO PARKING SIGNS	1,626.95
55783	COASTSIDE PRINTERS	12/19/2024	NO PARKING SIGNS	754.69
Total 55783:				2,381.64
55784	COLMA FIREMEN'S SOCIAL CLUB	12/19/2024	DEC'24 COUNCIL OF CITES MEETING AND DINNER	120.00
Total 55784:				120.00
55785	DAVID CRESSON	12/19/2024	(20) HMB HISTORY BOOKLETS	200.00
Total 55785:				200.00
55786	Erica Mesa	12/19/2024	DEPOSIT REFUND- TRAIN DEPOT 12/7/24	500.00
Total 55786:				500.00
55787	FREYER & LAURETA INC.	12/19/2024	WAVECREST WATER MAIN PROJECT	180.00
Total 55787:				180.00
55788	GLADWELL GOVERNMENTAL SERVICES INC	12/19/2024	FY '24-'25 RECORDS RETENTION LEGAL REVIEW, UPDATE & ADVICE	835.00
Total 55788:				835.00
55789	Good City Company	12/19/2024	ASSISTANT PLANNER REVIEW SERVICES AS NEEDED PROVIDED BY GOOD CITY COMPANY	130.00
55789	Good City Company	12/19/2024	ASSISTANT PLANNER REVIEW SERVICES AS NEEDED PROVIDED BY GOOD CITY COMPANY	260.00
55789	Good City Company	12/19/2024	PDP 24-058 ASSISTANT PLANNER REVIEW SERVICES AS NEEDED PROVIDED BY GOOD CITY COMPANY	682.50
55789	Good City Company	12/19/2024	PDP 24-058 ASSISTANT PLANNER REVIEW SERVICES AS NEEDED PROVIDED BY GOOD CITY COMPANY	682.50
55789	Good City Company	12/19/2024	PDP 24-058 ASSISTANT PLANNER REVIEW SERVICES AS NEEDED PROVIDED BY GOOD CITY COMPANY	682.50
55789	Good City Company	12/19/2024	PDP 24-064 ASSISTANT PLANNER REVIEW SERVICES AS NEEDED PROVIDED BY GOOD CITY COMPANY	325.00
55789	Good City Company	12/19/2024	PDP 24-064 ASSISTANT PLANNER REVIEW SERVICES AS NEEDED PROVIDED BY GOOD CITY COMPANY	325.00
55789	Good City Company	12/19/2024	PDP 24-064 ASSISTANT PLANNER REVIEW SERVICES AS NEEDED PROVIDED BY GOOD CITY COMPANY	325.00
Total 55789:				1,397.50

55790	GRANITE ROCK CO	12/19/2024	ROAD MATERIALS	573.54
Total 55790:				573.54
55791	Green Pro Solutions	12/19/2024	EZ CITRUS CONCENTRATE	1,096.90
Total 55791:				1,096.90
55792	Greg Larson	12/19/2024	FACILITATE THE CITY MANAGER PERFORMANCE EVALUATION	14,500.00
55792	Greg Larson	12/19/2024	2024 CITY MANAGER COACHING	1,700.00
Total 55792:				16,200.00
55793	GRIFFIN STRUCTURES INC.	12/19/2024	CO 1 CARTER PARK IMPROVEMENTS FOR ADDITIONALMANAGEMENT & CONSTRUCTION MANAGEME	8,346.24
Total 55793:				8,346.24
55794	HALF MOON BAY BUILDING & GARDEN	12/19/2024	DEC'24 MAINTENANCE SUPPLIES	16.38
Total 55794:				16.38
55795	HMB COASTSIDE CHAMBER	12/19/2024	PROVIDE OPERATIONS MANAGEMENT & SUPPORT OF THE OCC	13,940.00
55795	HMB COASTSIDE CHAMBER	12/19/2024	PROVIDE OPERATIONS MANAGEMENT & SUPPORT OF THE OCC	618.18
Total 55795:				14,558.18
55796	HUE & CRY SECURITY SYSTEMS INC.	12/19/2024	JAN'25 SECURITY SERVICE	197.77
55796	HUE & CRY SECURITY SYSTEMS INC.	12/19/2024	JAN'25 SECURITY SERVICE	80.00
55796	HUE & CRY SECURITY SYSTEMS INC.	12/19/2024	JAN'25 SECURITY SERVICE	415.71
Total 55796:				693.48
55797	Jobtrain Inc	12/19/2024	TO PROVIDE JOB SEEKER WORKFORCE DEVELOPMENT PROGRAM SERVICES FOR THE COASTSIDE COM	28,524.42
Total 55797:				28,524.42
55798	KATHY OLER	12/19/2024	JAN'25 TEMPORARY CITY PARKING LOT RENTAL	2,362.28
Total 55798:				2,362.28
55799	LAURA CAMODECA	12/19/2024	INTO TO NOSE WORK WORKSHOP	210.00
55799	LAURA CAMODECA	12/19/2024	INTRO TO ODOR WORKSHOP	168.00

Total 55799:				378.00
55800	Maria Guadalupe Roco Serrano	12/19/2024	DEPOSIT REFUND- TRAIN DEPOT 11/16/24	500.00
Total 55800:				500.00
55801	MARK THOMAS & CO, INC	12/19/2024	CHANGE ORDER 2,HWY 1 N SAFETY & OP IMPROVEMENTS	7,033.25
Total 55801:				7,033.25
55802	MAZE & ASSOCIATES	12/19/2024	FY '24/25 MAZE INDEPENDANT AUDITOR & ACFR	10,355.00
Total 55802:				10,355.00
55803	NBS GOVERNMENT FINANCE GROUP	12/19/2024	COST ALLOCATION PLAN AND CITYWIDE FEE STUDY	2,632.50
Total 55803:				2,632.50
55804	NICHOLAS TRANSLATIONS & INTERPRETATIONS	12/19/2024	DEC'24 TRANSLATION SERVICE	760.00
Total 55804:				760.00
55805	ODP BUSINESS SOLUTIONS, LLC	12/19/2024	OFFICE SUPPLIES	20.77
Total 55805:				20.77
55806	PACIFIC GAS & ELECTRIC	12/19/2024	CITY OF HMB 501 MAIN ST A	7.84
55806	PACIFIC GAS & ELECTRIC	12/19/2024	OCEAN COLONY PARTNERS/ OCP LIFT STATION	1,172.29
55806	PACIFIC GAS & ELECTRIC	12/19/2024	COMMUNITY CENTER	1,657.10
55806	PACIFIC GAS & ELECTRIC	12/19/2024	MAINTENANCE YARD OFFICE - ELECTRIC	243.31
55806	PACIFIC GAS & ELECTRIC	12/19/2024	555 KELLY ST	4.37
55806	PACIFIC GAS & ELECTRIC	12/19/2024	BELL MOON LIFT STATION	32.90
55806	PACIFIC GAS & ELECTRIC	12/19/2024	TRAIN DEPOT RSTMS	198.43
55806	PACIFIC GAS & ELECTRIC	12/19/2024	HWY 1 & FAIRWAY LIGHTING	45.85
55806	PACIFIC GAS & ELECTRIC	12/19/2024	HWY 1 & FAIRWAY LIGHTING	106.99
55806	PACIFIC GAS & ELECTRIC	12/19/2024	SMITH FIELD	23.95
55806	PACIFIC GAS & ELECTRIC	12/19/2024	SHERIFF SUB-STATION	3,352.86
55806	PACIFIC GAS & ELECTRIC	12/19/2024	SMITH FIELD SNACK BAR	235.05
55806	PACIFIC GAS & ELECTRIC	12/19/2024	CITY OF HMB / STREET LIGHTS	7,025.70
55806	PACIFIC GAS & ELECTRIC	12/19/2024	NW HWY 1 & MAIN ST	153.32
55806	PACIFIC GAS & ELECTRIC	12/19/2024	DUTRA PARK	139.63
55806	PACIFIC GAS & ELECTRIC	12/19/2024	DOWNTOWN ST TREE LIGHTS NORTH HOOK-UP @ 700 MILL STREET	1,215.99

55806	PACIFIC GAS & ELECTRIC	12/19/2024	FERNANDEZ PARK	4.33
55806	PACIFIC GAS & ELECTRIC	12/19/2024	HWY 1 & MIRAMONTES TRAFFIC SIGNAL	87.06
55806	PACIFIC GAS & ELECTRIC	12/19/2024	DOWNTOWN ST TREE LIGHTS SOUTH HOOK-UP @ 650 MIRAMONTES	1,720.99
55806	PACIFIC GAS & ELECTRIC	12/19/2024	PELICAN POINT LIFT STATION	237.77
55806	PACIFIC GAS & ELECTRIC	12/19/2024	PACIFIC RIDGE LIGHT POLES	53.74
55806	PACIFIC GAS & ELECTRIC	12/19/2024	LIBRARY ELECTRICITY ONLY	1,746.69
55806	PACIFIC GAS & ELECTRIC	12/19/2024	HWY 1 & MIRAMONTES LIGHTING	34.57
55806	PACIFIC GAS & ELECTRIC	12/19/2024	HWY 1 & MIRAMONTES LIGHTING	80.68
55806	PACIFIC GAS & ELECTRIC	12/19/2024	CITY HALL BUILDING	2,800.43
55806	PACIFIC GAS & ELECTRIC	12/19/2024	PILARCITOS CREEK BRIDGE	131.63
55806	PACIFIC GAS & ELECTRIC	12/19/2024	PILARCITOS CREEK UNDERPASS	18.65
55806	PACIFIC GAS & ELECTRIC	12/19/2024	MOON SCULPTURE SPOTLIGHTS	26.86
55806	PACIFIC GAS & ELECTRIC	12/19/2024	MOON SCULPTURE SPOTLIGHTS	62.67
55806	PACIFIC GAS & ELECTRIC	12/19/2024	OCEAN VIEW PARK	8.95
55806	PACIFIC GAS & ELECTRIC	12/19/2024	401 SEYMOUR ST	52.28
55806	PACIFIC GAS & ELECTRIC	12/19/2024	401 SEYMOUR ST	121.99
Total 55806:				<u>22,804.87</u>
55807	PASTORINO HAY & RANCH SUPPLY INC	12/19/2024	RICE STRAW	109.92
Total 55807:				<u>109.92</u>
55808	PENINSULA MUNICIPAL ENGINEERING INC.	12/19/2024	HIGHWAY 1 SAFETY NORTH	6,300.00
Total 55808:				<u>6,300.00</u>
55809	PUBLIC PARKING ASSOCIATES INC	12/19/2024	MAINTENANCE SERVICE	395.00
Total 55809:				<u>395.00</u>
55810	RACHEL ZUBRIN	12/19/2024	LIVESCAN REIMBURSEMENT	77.00
Total 55810:				<u>77.00</u>
55811	RINCON CONSULTANTS INC.	12/19/2024	RE-OPEN	717.00
Total 55811:				<u>717.00</u>
55812	SAN MATEO DAILY JOURNAL	12/19/2024	ADVERTISING	1,008.00
Total 55812:				<u>1,008.00</u>

55813	SEWER AUTHORITY MID-COASTSIDE	12/19/2024	GENERAL OPERATIONS & MAINTENANCE FY 24/25 PLUS ADDITIONAL TO COVER POTENTIAL PASS-THR	470,187.90
55813	SEWER AUTHORITY MID-COASTSIDE	12/19/2024	FY 2024/25 SEWER COLLECTIONS	17,684.08
Total 55813:				487,871.98
55814	SHARP ELECTRONICS CORPORATION	12/19/2024	PRINTER LEASE- 48 MONTHS	780.89
Total 55814:				780.89
55815	STATE WATER RESOURCES CONTROL BOARD	12/19/2024	7//01/24-6/30/25 ANNUAL PERMIT	3,945.00
Total 55815:				3,945.00
55816	STRAIGHT WHEEL CYCLING LLC	12/19/2024	PEDAL FOR A PURPOSE - #2974	246.11
55816	STRAIGHT WHEEL CYCLING LLC	12/19/2024	PEDAL FOR A PURPOSE - #245	3,851.20
55816	STRAIGHT WHEEL CYCLING LLC	12/19/2024	PEDAL FOR A PURPOSE - #247	3,314.15
Total 55816:				7,411.46
55817	SWCA INCORPORATED	12/19/2024	Piilarcitos Creek Environmental	739.25
Total 55817:				739.25
55818	Timothy Conlon	12/19/2024	GATE SERVICE	250.00
Total 55818:				250.00
55819	VESTIS	12/19/2024	MAINT SUPPLIES CITY HALL	198.99
55819	VESTIS	12/19/2024	MAINT SUPPLIES PUBLIC LIBRARY	127.53
Total 55819:				326.52
55820	YESENIA RAMIREZ	12/19/2024	DEPOSIT REFUND 12/11/24 GRAND OAK	300.00
Total 55820:				300.00
55821	ZONES, LLC	12/19/2024	FY '24/25 ZONES MICROSOFT 365 LICENSING	1,388.26
Total 55821:				1,388.26
55876	WELLS FARGO	12/04/2024	CONFERENCE-JESSICA	833.12
55876	WELLS FARGO	12/04/2024	HALLOWEEN EEC EVENT	8.74
55876	WELLS FARGO	12/04/2024	LUISA JACKET	131.60

55876	WELLS FARGO	12/04/2024	HOUSING MEETING SUPPLY	11.98
55876	WELLS FARGO	12/04/2024	CMO MEETING RETREAT	150.00
55876	WELLS FARGO	12/04/2024	OFFICE SUPPLIES-THANKSGIVING TREE	12.02
55876	WELLS FARGO	12/04/2024	IT SUPPLIES	48.98
55876	WELLS FARGO	12/04/2024	IT SUPPLIES	46.47
55876	WELLS FARGO	12/04/2024	INTERNET	356.72
55876	WELLS FARGO	12/04/2024	MEMBERSHIP	200.00
55876	WELLS FARGO	12/04/2024	IT SUPPLIES	28.42
55876	WELLS FARGO	12/04/2024	OFFICE SUPPLIES	70.32
55876	WELLS FARGO	12/04/2024	CABLE	202.73
55876	WELLS FARGO	12/04/2024	INTERNET	293.34
55876	WELLS FARGO	12/04/2024	CONFERENCE LODGING	871.38
55876	WELLS FARGO	12/04/2024	OFFICE SUPPLIES-ANT BAIT	45.90
55876	WELLS FARGO	12/04/2024	OFFICE SUPPLIES-COFFEE	43.99
55876	WELLS FARGO	12/04/2024	ELECTIONS NIGHT OUT	545.56
55876	WELLS FARGO	12/04/2024	TRAINING	240.00
55876	WELLS FARGO	12/04/2024	TRAINING	1,060.25
55876	WELLS FARGO	12/04/2024	COFFEE CREAMER-CORP YARD	14.99
55876	WELLS FARGO	12/04/2024	COUNTY CENTER PARKING	1.50
55876	WELLS FARGO	12/04/2024	MIRADA ROAD GRANT DEED	39.00
55876	WELLS FARGO	12/04/2024	STANDING ANTI-FATIGUE MAT	43.74
55876	WELLS FARGO	12/04/2024	IT SUPPLIES	32.80
55876	WELLS FARGO	12/04/2024	OFFICE SUPPLIES	78.25
55876	WELLS FARGO	12/04/2024	TRAINING/CLASS	2,500.00
55876	WELLS FARGO	12/04/2024	CONFERENCE	775.00
55876	WELLS FARGO	12/04/2024	MTG EXPENSE CMO	30.95
55876	WELLS FARGO	12/04/2024	MTG EXPENSE CMO	30.95
55876	WELLS FARGO	12/04/2024	CONFERENCE	35.00
55876	WELLS FARGO	12/04/2024	CONFERENCE	12.98
55876	WELLS FARGO	12/04/2024	CONFERENCE	22.82
55876	WELLS FARGO	12/04/2024	CONFERENCE	33.19
55876	WELLS FARGO	12/04/2024	CONFERENCE	95.26
55876	WELLS FARGO	12/04/2024	CONFERENCE	19.05
55876	WELLS FARGO	12/04/2024	CONFERENCE	15.42
55876	WELLS FARGO	12/04/2024	CONFERENCE	35.00
55876	WELLS FARGO	12/04/2024	CONFERENCE	19.47
55876	WELLS FARGO	12/04/2024	CONFERENCE	25.57
55876	WELLS FARGO	12/04/2024	CONFERENCE	107.33
55876	WELLS FARGO	12/04/2024	MTG EXPENSE	197.81
55876	WELLS FARGO	12/04/2024	2025 CITY MANAGER CONFERENCE	625.00
55876	WELLS FARGO	12/04/2024	CART RENTAL FOR PUMPKIN FEST	1,500.00
55876	WELLS FARGO	12/04/2024	DEPOSIT RETURN	637.99-
55876	WELLS FARGO	12/04/2024	CEMENT MIXER	589.64

55876	WELLS FARGO	12/04/2024	CORP YARD RANGE	2,588.88
55876	WELLS FARGO	12/04/2024	STREET LIGHT BULBS	38.75
55876	WELLS FARGO	12/04/2024	POT/PANS FOR CORP YARD RANGE	182.90
55876	WELLS FARGO	12/04/2024	STREET SIGNS/CITY HALL SIGNS	3,601.83
55876	WELLS FARGO	12/04/2024	SHERIFF GATE REPAIRS	2,715.00
55876	WELLS FARGO	12/04/2024	HVAC PARTS	236.25
55876	WELLS FARGO	12/04/2024	SEEDS FOR MYRTLE	53.67
55876	WELLS FARGO	12/04/2024	NO TRESSPASS SIGNS	348.46
55876	WELLS FARGO	12/04/2024	BRIDGE TOLL - TRAINING	14.00
55876	WELLS FARGO	12/04/2024	MOWER PARTS	102.57
55876	WELLS FARGO	12/04/2024	BACKFLOW TRAINING ARMANDO	375.00
55876	WELLS FARGO	12/04/2024	WATER FILTERS	269.06
55876	WELLS FARGO	12/04/2024	ANNUAL SMOG CHECKS	200.85
55876	WELLS FARGO	12/04/2024	DOG WASTE BAGS	655.98
55876	WELLS FARGO	12/04/2024	TRASH BAGS	782.66
55876	WELLS FARGO	12/04/2024	CAD SUBSCRIPTION - 1 MONTH	500.00
55876	WELLS FARGO	12/04/2024	HEALTH CARE ADVERTISING COST	59.00
55876	WELLS FARGO	12/04/2024	TRAININGS	350.00
55876	WELLS FARGO	12/04/2024	CSFA LUNCH	324.30
55876	WELLS FARGO	12/04/2024	SUPPLIES	8.36
55876	WELLS FARGO	12/04/2024	SUPPLIES	8.84
55876	WELLS FARGO	12/04/2024	MEMBERSHIP	16.40
55876	WELLS FARGO	12/04/2024	SUPPLIES	22.90
55876	WELLS FARGO	12/04/2024	SUPPLIES	23.79
55876	WELLS FARGO	12/04/2024	SUPPLIES	36.07
55876	WELLS FARGO	12/04/2024	SUPPLIES	25.15
55876	WELLS FARGO	12/04/2024	SUPPLIES	40.97
55876	WELLS FARGO	12/04/2024	SUPPLIES	164.05
55876	WELLS FARGO	12/04/2024	SUPPLIES	43.30
55876	WELLS FARGO	12/04/2024	ADVERTISEMENT	108.28
55876	WELLS FARGO	12/04/2024	ADVERTISEMENT	31.70
55876	WELLS FARGO	12/04/2024	MEMBERSHIP	11.99
55876	WELLS FARGO	12/04/2024	SUPPLIES	8.74
55876	WELLS FARGO	12/04/2024	SUPPLIES	69.99
55876	WELLS FARGO	12/04/2024	ELECTIONS NIGHT OUT SUPPLIES	26.27
55876	WELLS FARGO	12/04/2024	NEWSPAPER SUBSCRIPTION	18.67
55876	WELLS FARGO	12/04/2024	ELECTION NIGHT OUT SUPPLIES	131.89
55876	WELLS FARGO	12/04/2024	NEWSPAPER SUBSCRIPTION	14.00
55876	WELLS FARGO	12/04/2024	ELECTIONS NIGHT OUT SUPPLIES	6.54
55876	WELLS FARGO	12/04/2024	ELECTIONS NIGHT OUT SUPPLIES	42.62
55876	WELLS FARGO	12/04/2024	ELECTIONS NIGHT OUT SUPPLIES	331.92
55876	WELLS FARGO	12/04/2024	ELECTIONS NIGHT OUT SUPPLIES	56.74
55876	WELLS FARGO	12/04/2024	MTG EXPENSE	61.90

55876	WELLS FARGO	12/04/2024	VETERENS EVENT	147.00
55876	WELLS FARGO	12/04/2024	CERTIFIED MAIL NOFA PDP-17-055	12.10
55876	WELLS FARGO	12/04/2024	CERTIFIED MAIL NOFA PDP-17-055	12.10
55876	WELLS FARGO	12/04/2024	CERTIFIED MAIL NOFA PDP-17-055	12.10-
55876	WELLS FARGO	12/04/2024	TRAINING	240.00
55876	WELLS FARGO	12/04/2024	OFFICE SUPPLIES	13.98
55876	WELLS FARGO	12/04/2024	OFFICE SUPPLIES	72.37
55876	WELLS FARGO	12/04/2024	OFFICE SUPPLIES	84.98
55876	WELLS FARGO	12/04/2024	CEQA PDP-23-090	1.00
55876	WELLS FARGO	12/04/2024	CEQA PDP-23-090	1.00
55876	WELLS FARGO	12/04/2024	CEQA PDP-23-090	1.00-
55876	WELLS FARGO	12/04/2024	CEQA PDP-23-090	2,966.75
55876	WELLS FARGO	12/04/2024	CEQA PDP-23-090	2,966.75
55876	WELLS FARGO	12/04/2024	CEQA PDP-23-090	2,966.75-
55876	WELLS FARGO	12/04/2024	TRAINING/MEETING EXPENSE	87.97
55876	WELLS FARGO	12/04/2024	MEMBERSHIP	460.00
55876	WELLS FARGO	12/04/2024	SUPPLIES	43.30-
55876	WELLS FARGO	12/04/2024	FLCA	73.69
55876	WELLS FARGO	12/04/2024	CONFERENCE	244.14
55876	WELLS FARGO	12/04/2024	FLCA	216.00
55876	WELLS FARGO	12/04/2024	FLCA	54.00
55876	WELLS FARGO	12/04/2024	MEMBERSHIP	307.92
55876	WELLS FARGO	12/04/2024	SUBSCRIPTION	70.00
55876	WELLS FARGO	12/04/2024	RECONCILING ITEMS PRIOR PERIOD	664.23
55876	WELLS FARGO	12/04/2024	RECONCILING ITEMS FROM NEXT STATEMENT	1,531.38-
Total 55876:				30,295.94
Grand Totals:				1,756,552.86

Report Criteria:

Report type: GL detail

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **MAYOR’S LIST OF CITY COUNCIL REPRESENTATIVES AND DESIGNATED ASSIGNMENTS FOR 2025**

RECOMMENDATION:

Accept Mayor Brownstone’s List of City Council Representatives and Designated Assignments for 2025.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

STRATEGIC ELEMENT:

This recommendation supports the Inclusive Governance Element of the Strategic Plan.

ATTACHMENTS:

Mayor’s List of City Council Representatives and Designated Assignments for 2025

**CITY COUNCIL ASSIGNMENTS
2025**

A. Council Subcommittees

Subcommittee	Designated Representative	Meeting Schedule
CSFA Grant Selection	Brownstone/Jonsson	As designated
Education	Penrose/Ruddock	As designated
Emergency Preparedness	Nagengast /Jonsson	As designated
Finance	Brownstone/Ruddock	As designated
Human Resources	Brownstone/Penrose	As designated
Legislative Affairs	Ruddock/Nagengast	As designated
Mobility	Brownstone/Nagengast	As designated
Public Safety	Ruddock/Nagengast	As designated

B. City and Interagency

Organization	Designated Representative	Meeting Schedule
ABAG (Association of Bay Area Governments)	Nagengast/Brownstone	Annual, 1 day
C/CAG (County/City Assoc. of Governments)	Ruddock/Nagengast	2 nd Thursday evenings
Chamber Government Affairs Committee	Penrose/Nagengast	3 rd Thursdays 4:00 p.m.
Council of Cities Selection Committee	Brownstone/Ruddock	4 th Friday evenings
League of CA Cities – Coastal Cities Issue Group	Nagengast/Brownstone	Quarterly, as designated
League of CA Cities – Coastal Cities Group – Leadership Committee	Ruddock/Brownstone	As designated
League of CA Cities – Peninsula Division	Brownstone/Ruddock	Quarterly, as designated
Peninsula Clean Energy Authority	Penrose/Ruddock	4 th Thursday
Peninsula Congestion Relief Alliance	Penrose/Nagengast	Quarterly, as designated

SAM (Sewer Authority Mid-Coastside)	Ruddock/Nagengast Alt: Penrose	4 th Monday 7pm
SMCo Airport Community Roundtable	Jonsson/Nagengast	1 st alt Wednesday 7 p.m.
SMCo Airport Land Use Committee	Nagengast/Jonsson	Quarterly, 4 th Wednesday 4:00 pm
SMCo Council of Cities	All	4 th Friday evenings
SMCo Library JPA	Penrose/Jonsson	Quarterly, Monday evening
SMCo Office of Emergency Services	Jonsson/Nagengast	Quarterly, 4 th Thursday evening

C. Council Liaisons

Organization / Ad Hoc Committee	Designated Representative	Meeting Schedule
Arts, Culture, and Events	Brownstone/Jonsson	As designated
Beaches, Trails, and Parks	Nagengast/Penrose	As designated
Board of Supervisors	Nagengast/Ruddock	2 nd /4 th Tuesdays, 9:00 am
Cannabis	Jonsson/Brownstone	As designated
Chamber of Commerce / BID	Penrose/Ruddock	As designated
Homeless	Penrose/Brownstone	As designated
Housing and Human Services	Brownstone/Jonsson	As designated
Mid-Coast Community Council	Nagengast/Brownstone	2 nd /4 th Wednesdays
Permit Streamline Process	Jonsson/Ruddock	As designated
Schools, Boys & Girls Club	Penrose/Ruddock	As designated
Technology and Economic Develop.	Nagengast/Brownstone	As designated

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager
Maz Bozorginia, Public Works Director

TITLE: MODIFICATION OF PREVIOUSLY APPROVED TWO-WEEK FIRE PIT PILOT PROJECT ON POPLAR BEACH

RECOMMENDATION:

By resolution, permit the temporary placement of up to four fire pits under a Pilot Project on Poplar Beach between January 22, 2025, and March 31, 2025.

FISCAL IMPACT:

There is minimal fiscal impact associated with the pilot project as costs associated with the purchase, placement, and removal of the fire pits will not be borne by the City.

STRATEGIC ELEMENT:

This action supports the *Inclusive Governance* and *Healthy Communities & Public Safety* Elements of the Strategic Plan.

BACKGROUND:

In 2020, the City Council adopted new park and beach regulations. The new regulations maintained the long-standing prohibition of open fires in parks and beaches. However, the revised regulations amended Section 9.13.070 of the City Municipal Code to allow fires on City-owned beaches provided the activities were within City-owned and designated fire pits. The intent of this change was to provide opportunity in the future to implement a program on a City beach.

Early in 2024, the City was approached by a local Eagle Scout Candidate seeking to establish fire pits at Poplar Beach as her Eagle Scout Project. The Council expressed a desire to support the proposed project and to work with the Scout to facilitate her request. The first phase of the project would include a two-week (14 day) trial period where two different pit designs are tested on Poplar Beach. The second phase would include development of a management plan and policy, formal permitting, permanent/seasonal installation, and conveyance of the fire pits to the

City. Over the last several months staff met with the Scout to discuss and refine the proposal including defining expectations for the City.

On September 25, 2024, the Parks and Recreation Commission received a brief presentation from the Scout on the proposal, followed by an update on October 23, 2024, where they unanimously supported a two week “pilot project”. The Commission expressed its desire to provide input on any subsequent permanent fire pit program at Poplar Beach.

The Scout recently met with California Coastal Commission, North Central District staff. They indicated that any permanent placement of fire pits would be subject to a coastal development permit. They also confirmed that a “pilot project” could be allowed by the City provided the pilot program was no longer than 14 days in length. The Scout has obtained a waiver from Commission Staff, but ultimately requires authorization of the City as the landowner.

On November 19, 2024, the City Council approved a two-week fire pit pilot project to facilitate the Eagle Scout project of Ms. Chloe Standez. The basic parameters of the project approved by the City Council included the construction and placement of up to four fire pits on Poplar Beach near the entry stairs, removal of the fire pits at the end of the fourteen (14) day trial period and transfer of the fire pits to a City facility (location TBD) for storage. Andreini Brothers Construction has agreed to install, remove, and transfer up to four pits to the City.

DISCUSSION:

The City Council approval covered a 14-day Fire Pit Pilot Project at Poplar Beach which was planned to commence and end in December 2024. All parties anticipated implementation would occur accordingly. Unfortunately, there have been some unanticipated challenges which have delayed implementation of the pilot project. First, securing authorization for beach access to Andreini Brothers Construction from California State Parks has taken a bit longer than expected. Secondly, there has been some issue with design, forms and concrete pours (due in large part to inclement weather). Chloe has communicated with the City throughout the process and we suggested bringing the extension to City Council.

The purpose of this item is to modify the timeframe for implementing the Fire Pit Pilot Project. Staff is recommending a broader timeframe to account for potential weather/surf conditions at Poplar Beach. Staff recommends the 14-day pilot project be permitted on Poplar Beach anytime between January 22 and March 31, 2025. Per the Municipal Code, approval must be by resolution of the City Council.

ATTACHMENT:

Resolution

RESOLUTION NO. C-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
MODIFYING THE PREVIOUSLY APPROVED 14 DAY PILOT FIRE PIT PROGRAM ON POPLAR
BEACH**

WHEREAS, the City was approached by an Eagle Scout Candidate seeking approval to establish a fire pit program on Poplar Beach; and

WHEREAS, over the course of the last several months staff has met with the Scout to discuss the proposal and to initially focus on a Fire Pit Pilot Project (Pilot Project); and

WHEREAS, the California Coastal Commission was consulted and determined that a full Coastal Development Permit would be required for a permanent/seasonal installation; and

WHEREAS, California Coastal Commission staff indicated that a waiver could be granted for up to fourteen days and has since issued the waiver; and

WHEREAS, per Half Moon Bay Municipal Code Section 9.13.070, the City Council is required to approve any proposed fire pit program on Poplar Beach; and

WHEREAS, on November 19, 2024 the City Council approved, by resolution, a 14-day Fire Pit Pilot Project on Poplar Beach; and

WHEREAS, at the time of approval, it was anticipated that the Pilot Project would be completed by the end of December 2024 and this end date was specifically referenced; and

WHEREAS, implementation of the Pilot Project has been delayed by unforeseen circumstances; and

WHEREAS, the Eagle Scout candidate has requested the City Council amend their approval to allow completion of the 14-day pilot of fire pits through March 31, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby approves the fourteen (14) day Pilot Fire Pit Program providing for implementation and completion within the dates of January 22, 2025, and March 31, 2025 and authorizes City staff to monitor placement and removal activities as requested by California State Parks.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 21st day of January 2025, 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

Robert Brownstone, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager
Maz Bozorginia, Public Works Director/City Engineer

**TITLE: APPROVAL OF THE FINAL PARCEL MAP FOR 880 STONE PINE ROAD
(ASSOCIATED WITH STONE PINE COVE COASTAL DEVELOPMENT PERMIT)**

RECOMMENDATION:

Adopt a resolution approving the Final Parcel Map and directing the City Manager to execute and record the Final Parcel Map with the office of the San Mateo County Recorder.

FISCAL IMPACT:

There is no fiscal impact associated with this action. The recordation of the Final parcel map creates a new Parcel 1 (parcel for the Stone Pine Cove project) which in turn facilitates the refinancing of the loan agreement with San Mateo County for the remaining City-owned portion of 880 Stone Pine Road (Parcel 2 and 3).

STRATEGIC ELEMENT:

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

BACKGROUND/DISCUSSION:

On October 24, 2024, the Planning Commission conditionally approved a Coastal Development Permit (CDP) for the Stone Pine Cove affordable farmworker housing project; a joint application by the City and County of San Mateo. The CDP included approval of a Tentative Parcel Map (TPM) creating a total of three parcels from a single 20.33-acre parcel at 880 Stone Pine Road (APN: 056-260-180). The CDP was not appealed to the City Council or Coastal Commission and became final in Mid-December 2024.

The Final Parcel Map creates three parcels as follows:

- **Parcel 1:** 6.87 acres which includes the Stone Pine Cove affordable housing development;

- **Parcel 2:** 7.46 acres which includes the Corporation Yard, frog pond and the wildlife corridor; and
- **Parcel 3:** 6.00 acres would include the Pilarcitos Creek riparian corridor, buffer, and trail conservation easement.

The Final Parcel Map allows for conveyance of property to San Mateo County which in turn will allow for conveyance of the manufactured homes to 46 low- and lower-income farmworker households. Additionally, the Final Parcel Map accommodates preservation of the riparian corridor and conservation easement, while maintaining uses at the existing corporation yard, and will provide affordable housing within the Town Center.

The Final Parcel Map includes appropriate easements to ensure each parcel has access to wet and dry utilities, as well as legal access. Utility, access and related work is being completed under the Stone Pine Cove site development permit as approved by the City Engineer, Coastside County Water District, PG&E, Comcast, AT&T and the Coastside Fire Protection District.

The Final Parcel Map has been reviewed by City staff and a licensed surveyor to ensure the Final Parcel Map complies with the Conditions of Approval and applicable Local and State laws. The Final Parcel Map is compliant with the Subdivision Map Act.

ATTACHMENT:

1. Resolution
2. Final Parcel Map

Resolution No. C-2025-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
TO APPROVE THE FINAL PARCEL MAP FOR 880 STONE PINE ROAD AND AUTHORIZING THE
CITY MANAGER TO EXECUTE AND RECORD THE FINAL PARCEL MAP**

WHEREAS, an application for an Emergency Coastal Development Permit, Architectural and Site Design Review, and Tree Removal Permit in the in the Public Facilities and Institutions Land Use Designation at 880 Stone Pine Road (APN 056-260-180) was approved by the City on December 11, 2023 to allow for the development of 47 manufactured housing units, 46 of which are to be made available for purchase by low and lower income farmworker households; and

WHEREAS, in accordance with 18.04.020 of the Municipal Code, following approval of an Emergency Coastal Development Permit, a follow-up Coastal Development Permit must be submitted for and processed; and

WHEREAS, a follow-up Coastal Development Permit, Architectural and Site Design Review, Initial Study/Mitigated Negative Declaration (IS/MND), and Tentative Parcel Map was submitted for on February 6, 2024; and

WHEREAS, on October 24, 2024, the Planning Commission conditionally approved a follow-up Coastal Development Permit and adopted the IS/MND for the Stone Pine Cove affordable farmworker housing project; and

WHEREAS, the Coastal Development Permit included approval of a Tentative Parcel Map creating three parcels from the existing 20.33-acre parcel; and

WHEREAS, a Final Parcel Map has been prepared and submitted to the City for review; and

WHEREAS, the City Engineer has determined that the Final Parcel Map meets the requirements of the Subdivision Map Act and the City Municipal Code; and

WHEREAS, the Final Parcel Map offers in dedication to the City for public use one or more of each of the following: a Public Utility Easement and Emergency Vehicle Access Easement for the shared emergency access and public utilities to the benefit of Pacific Gas and Electric, AT&T, Comcast, Coastside County Water District and the City of Half Moon Bay; and

WHEREAS, the Final Parcel Map fulfills all conditions of approval to the City's satisfaction.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby: 1) approves the Final Parcel Map included as Exhibit A; 2) accepts on behalf of the City those easements identified for public use; 3) rejects any offer in dedication of Public Utility Easements, which offer may be reconsidered as provided in Government Code section 66477.2;

and 4) authorizes the City Manager, Acting City Surveyor, City Clerk, and City Engineer, as appropriate, to execute and record the Final Map with the office of the San Mateo County Recorder.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 21st day of January 2025, 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

Robert Brownstone, Mayor

SHEET INDEX

- SHEET 1 - TITLE SHEET
- SHEET 2 - SUBDIVISION BOUNDARY
- SHEET 3 - PRIVATE TRAIL EASEMENT (P.T.E.) & PRIVATE STORM DRAIN EASEMENT (P.S.D.E.)
- SHEET 4 - EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.) & PRIVATE ACCESS EASEMENTS (PVT. A.E.)
- SHEET 5 - PUBLIC UTILITY EASEMENT (P.U.E.) & PRIVATE UTILITY EASEMENT (PVT. U.E.)
- SHEET 6 - LINE & CURVE TABLES

OWNER'S STATEMENT

THE UNDERSIGNED CITY OF HALF MOON BAY, A MUNICIPAL CORPORATION, HEREBY STATES THAT (i) IT IS THE OWNER OF THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP, (ii) IT IS THE ONLY PERSON OR ENTITY WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY (OTHER THAN THE BENEFICIARY WHOSE SIGNATURE IS SET FORTH HEREIN), AND (iii) IT HEREBY CONSENTS TO THE MAKING AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE

THE REAL PROPERTY DESCRIBED BELOW ARE HEREBY DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

1. A PUBLIC UTILITY EASEMENT (P.U.E.) OVER PARCEL ONE, AS SHOWN ON THIS PARCEL MAP.
2. AN EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.) OVER PARCELS ONE AND TWO, AS SHOWN ON THIS PARCEL MAP.

AFTER RECORDATION OF THIS MAP, OWNER SHALL GRANT THE FOLLOWING EASEMENTS UPON CONVEYANCE OF THE LOTS SUBDIVIDED HEREON:

1. A PRIVATE ACCESS EASEMENT (PVT. A.E.) OVER PARCEL ONE AS SHOWN HEREON FOR THE BENEFIT OF PARCELS TWO AND THREE.
2. A PRIVATE ACCESS EASEMENT (PVT. A.E.) OVER PARCEL TWO AS SHOWN HEREON FOR THE BENEFIT OF PARCEL THREE.
3. A 10.00' PRIVATE UTILITY EASEMENT (PVT. U.E.) OVER PARCEL ONE AS SHOWN HEREON FOR THE BENEFIT OF PARCEL TWO.
4. A 15.00' PRIVATE STORM DRAIN EASEMENT (P.S.D.E.) OVER PARCEL THREE AS SHOWN HEREON FOR THE BENEFIT OF PARCEL ONE.
5. A 5.00' PRIVATE TRAIL EASEMENT (P.T.E.) OVER PARCEL ONE AS SHOWN HEREON FOR THE BENEFIT OF PARCEL THREE.

AS OWNER:

CITY OF HALF MOON BAY, A MUNICIPAL CORPORATION

BY: THE CITY OF HALF MOON BAY, A MUNICIPAL CORPORATION

BY: _____ DATED: _____

NAME: _____

TITLE: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF _____)
 COUNTY OF _____) s.s.

ON _____ 202__ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY

APPEARED, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

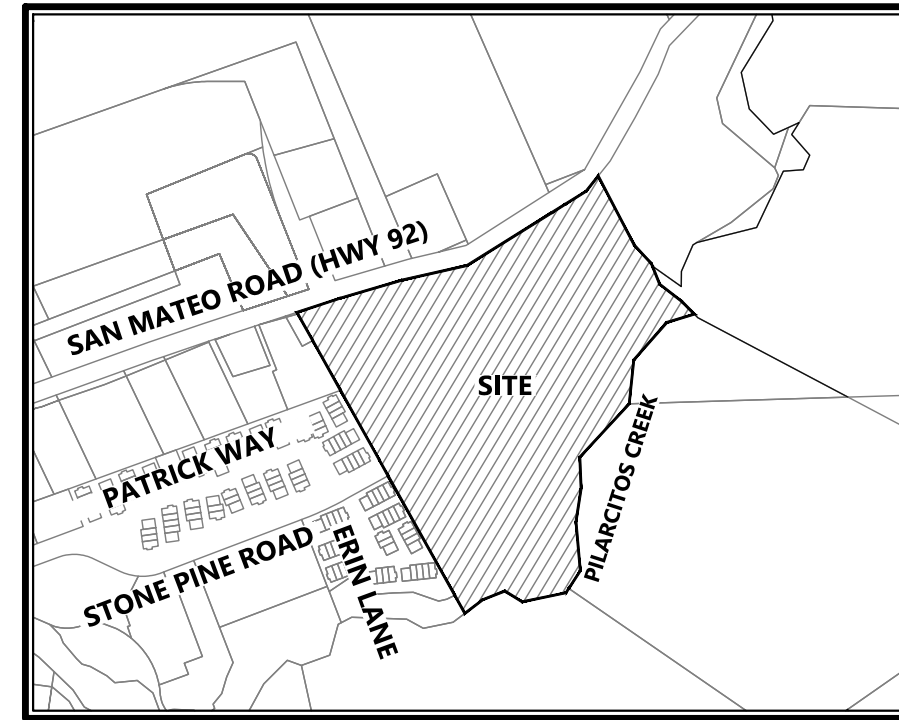
NOTARY'S SIGNATURE: _____

PRINTED NAME: _____

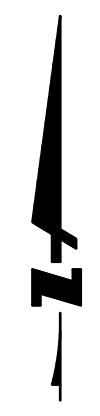
PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION No.: _____

COMMISSION EXPIRATION DATE: _____



VICINITY MAP (NOT TO SCALE)



CITY CLERK'S STATEMENT

I JESSICA BLAIR MMC, CITY CLERK OF THE CITY OF HALF MOON BAY, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL BY ITS RESOLUTION NO. _____ ADOPTED _____, 202__ ADOPTED AND APPROVED THIS PARCEL MAP AND DID HEREBY ACCEPT ON BEHALF OF THE PUBLIC THOSE OFFERS OF DEDICATION FOR PUBLIC UTILITY EASEMENT (P.U.E.) AND EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.), AS SHOWN ON THIS MAP.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 202__.

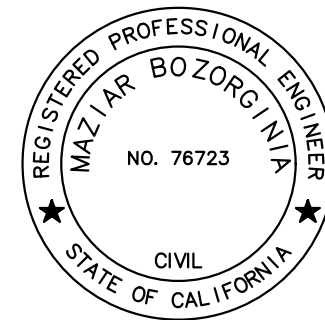
 JESSICA BLAIR, MMC
 CITY CLERK
 CITY OF HALF MOON BAY, CALIFORNIA

DATED: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON PARCEL MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

 MAZIAR BOZORGINIA, R.C.E. 76723
 CITY ENGINEER
 CITY OF HALF MOON BAY, CALIFORNIA



DATED: _____

BASIS OF SURVEY

THE BEARING OF NORTH 73°38'04" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 92, BETWEEN THE MOST WESTERLY CORNER OF THE SUBJECT PROPERTY AND THE FOUND 1" IRON PIPE WITH CAP AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 2460, RECORDED OCTOBER 10, 2013 IN BOOK 38 OF LLS MAPS AT PAGES 99-102, WAS TAKEN AS THE BASIS OF THIS SURVEY.

NO TWO MONUMENTS PER SAID RECORD OF SURVEY WERE FOUND OR SAFELY ACCESSIBLE TO PROVIDE A DIRECT RELATIONSHIP TO PHYSICAL MONUMENT CONTROL. FOR A MEASURED TIE BETWEEN FOUND MONUMENTS, REFER TO THE CONTROL LINE SHOWN ON SHEET 2 BETWEEN THE TWO FOUND 2.5" BRASS DISKS STAMPED "RCE 13776" IN MONUMENT WELLS IN THE CENTERLINE OF STONE PINE ROAD, SAID BRASS DISKS BEING TWO OF THE "FOUND STANDARD CITY STREET MONUMENTS" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED APRIL 5, 2005 IN BOOK 27 OF LLS MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN MATEO COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF HALF MOON BAY, A MUNICIPAL CORPORATION IN JANUARY 2025. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THE POSITIONS INDICATED ON OR BEFORE JANUARY 2027, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____



PRELIMINARY
 DAVID C. JUNGSMANN, P.L.S. 9267

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN PARCEL MAP AND THAT I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED: _____



PRELIMINARY
 DAVID C. FREYER
 CITY SURVEYOR
 R.C.E. NO. 30060

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 202__, AT: _____ A.M./P.M. IN VOLUME _____ OF PARCEL MAPS, AT PAGE(S) _____, AT THE REQUEST OF THE CITY OF HALF MOON BAY.

FILE NO.: _____ FEE: _____

 MARK CHURCH
 SAN MATEO COUNTY RECORDER

BY: _____
 DEPUTY COUNTY RECORDER

STONE PINE COVE PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025



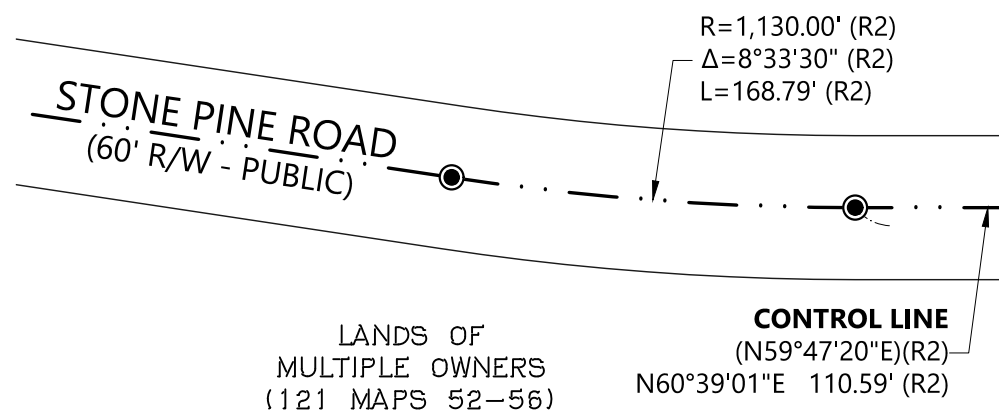
255 SHORELINE DR.,
 SUITE 200
 REDWOOD CITY, CA 94065
 (650) 482-6300
 www.bkf.com

LEGEND

- FOUND 2.5" BRASS DISK STAMPED "RCE 13776" IN MON WELL (R2)
 - FOUND IRON PIPE AS NOTED
 - UTILITY POLE
- APN ASSESSORS PARCEL NUMBER
 CH. CHAINS
 E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
 MON MONUMENT
 DN DOCUMENT NUMBER
 LS LICENSED SURVEYOR
 O.R. OFFICIAL RECORDS
 PG&E PACIFIC GAS AND ELECTRIC
 P.S.D.E. PRIVATE STORM DRAIN EASEMENT
 P.T.E. PRIVATE TRAIL EASEMENT
 P.U.E. PUBLIC UTILITY EASEMENT
 P.V.T. A.E. PRIVATE ACCESS EASEMENT
 P.V.T. U.E. PRIVATE UTILITY EASEMENT
 (R) DENOTES RADIAL BEARING
 (R#) DENOTES RECORD REFERENCE
 RCE REGISTERED CIVIL ENGINEER
 R/W RIGHT OF WAY
 SQ. FT. SQUARE FEET

LINETYPES

- SUBJECT BOUNDARY LINE
- LOT LINE
- FORMER LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- TIE/RADIAL LINE



RECORD REFERENCES

- (R1) GRANT DEED RECORDED JANUARY 15, 2021 AS DOCUMENT NUMBER 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY.
- (R1-A) DENOTES RECORD DATA PER THE EXCEPTION PORTION OF (R1), WHICH MAY DIFFER FROM OTHER DATA WITHIN (R1). RECORD OF SURVEY RECORDED APRIL 5, 2005 IN BOOK 27 OF LLS MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN MATEO COUNTY.
- (R2) RECORD OF SURVEY NO. 2460 RECORDED OCTOBER 10, 2013 IN BOOK 38 OF LLS MAPS AT PAGES 99-102 OFFICIAL RECORDS OF SAN MATEO COUNTY.

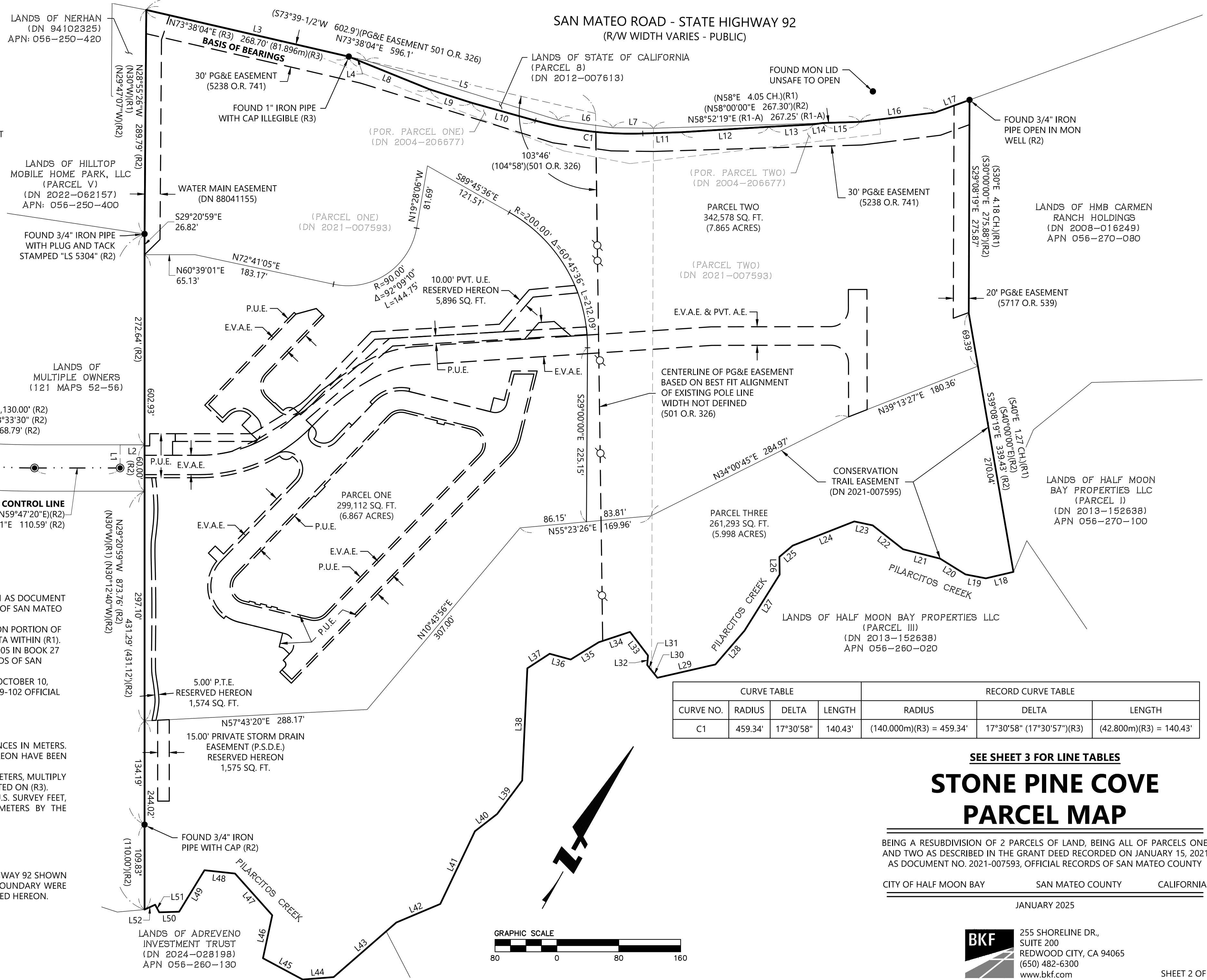
RECORD NOTE

RECORD DISTANCES PER (R3) ARE GRID-BASED DISTANCES IN METERS. ANY CONVERSIONS TO U.S. SURVEY FEET SHOWN HEREON HAVE BEEN CALCULATED AS FOLLOWS:

- TO OBTAIN GROUND-BASED DISTANCES IN METERS, MULTIPLY (R3) GRID DISTANCES BY 1.000059093, AS STATED ON (R3).
- TO OBTAIN GROUND-BASED DISTANCES IN U.S. SURVEY FEET, MULTIPLY GROUND-BASED DISTANCES IN METERS BY THE CONVERSION FACTOR OF (3937/1200).

SURVEYOR'S NOTE

ALL RECORD MONUMENTS SOUTHERLY OF STATE HIGHWAY 92 SHOWN ON (R2) AND (R3) AND PERTINENT TO THE SUBJECT BOUNDARY WERE SEARCHED FOR, NOT FOUND, UNLESS OTHERWISE NOTED HEREON.



CURVE TABLE				RECORD CURVE TABLE		
CURVE NO.	RADIUS	DELTA	LENGTH	RADIUS	DELTA	LENGTH
C1	459.34'	17°30'58"	140.43'	(140.00m)(R3) = 459.34'	17°30'58" (17°30'57")(R3)	(42.800m)(R3) = 140.43'

SEE SHEET 3 FOR LINE TABLES
**STONE PINE COVE
 PARCEL MAP**

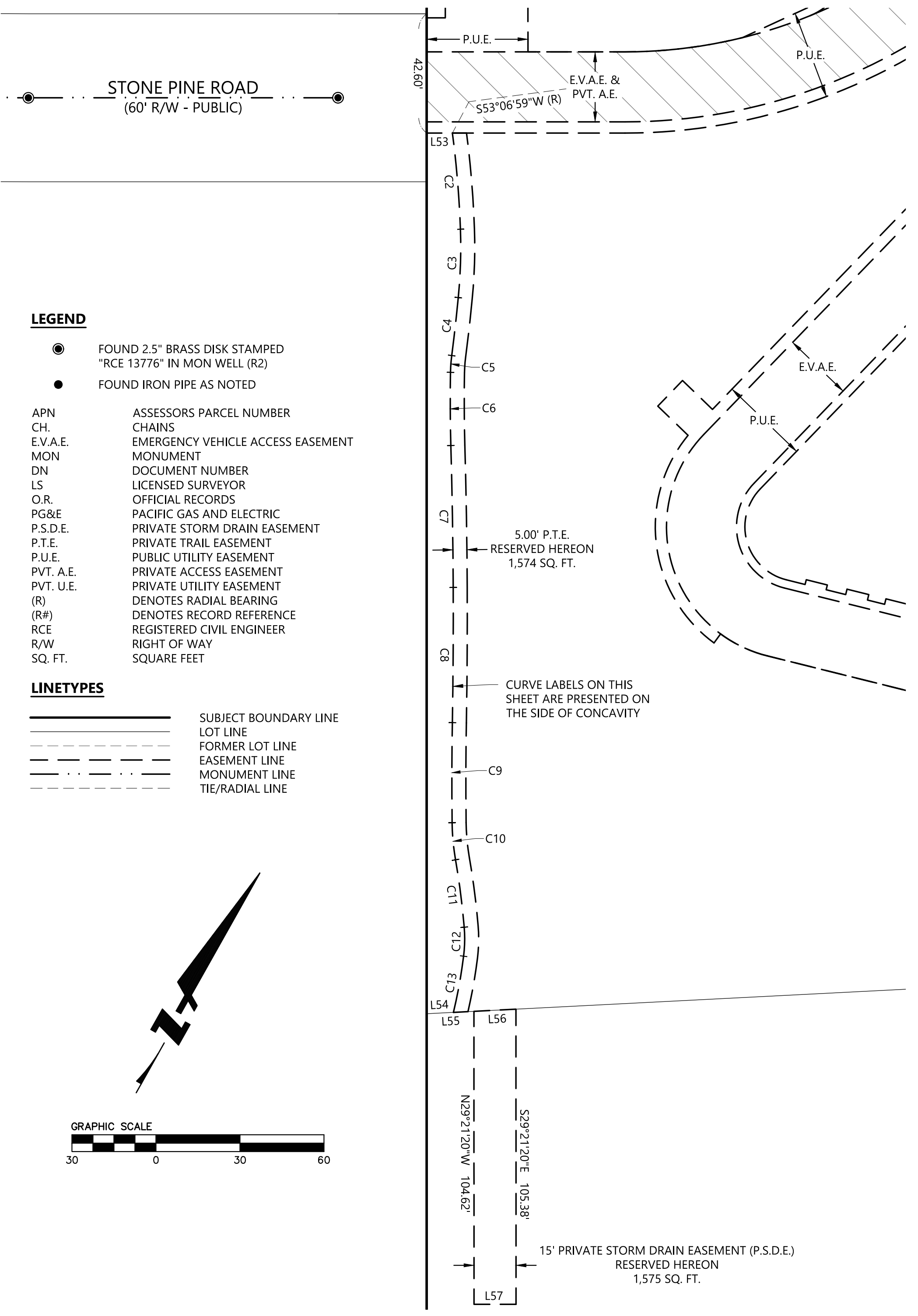
BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025



BKF 255 SHORELINE DR.,
 SUITE 200
 REDWOOD CITY, CA 94065
 (650) 482-6300
 www.bkf.com



LINE TABLE			RECORD LINE TABLE	
LINE NO.	DIRECTION	LENGTH	DIRECTION	LENGTH
L1	N29°20'59"W	30.00'	(S30°12'40"E)(R2)	(30.00')(R2)
L2	N60°39'01"E	31.63'	(N59°47'20"E)(R2)	(31.50')(R2)
L3	N73°38'04"E	291.80'	(N72°45'00"E)(R1)(R2) (N73°38'04"E)(R1-A)(R3)	(4.42 CH.)(R1) (291.81')(R1-A) (291.72')(R2)
L4	S73°38'04"W	23.10'	(N73°38'04"E)(R1-A)	—
L5	N77°53'28"E	259.68'	(N77°00'00"E)(R1)(R2) (N77°53'28"E)(R1-A)	(259.67')(R1-A) (3.94 CH.)(R1) (260.04')(R2)
L6	N68°33'21"E	71.61'	(N67°45'00"E)(R1)(R2) (N68°33'21"E)(R1-A)	(71.61')(R1-A) (1.08 CH.)(R1) (71.28')(R2)
L7	N61°25'06"E	52.50'	(N60°30'00"E)(R1)(R2) (N61°25'06"E)(R1-A)	(52.50')(R1-A) (0.80 CH.)(R1) (52.80')(R2)
L8	N82°41'18"E	113.17'	(S82°41'18"W)(R3)	(34.491m)(R3) = 113.17' (SEE RECORD NOTE)
L9	N78°26'58"E	56.56'	(S78°26'58"W)(R3)	(17.237m)(R3) = 56.56' (SEE RECORD NOTE)
L10	N76°15'07"E	85.66'	(S76°15'07"W)(R3)	(26.108m)(R3) = 85.66' (SEE RECORD NOTE)
L11	N58°44'09"E	49.57'	(S58°44'09"W)(R3)	(15.108m)(R3) = 49.57' (SEE RECORD NOTE)
L12	N57°07'31"E	113.58'	(N57°07'31"E)(R3)	(34.616m)(R3) = 113.58' (SEE RECORD NOTE)
L13	N57°32'14"E	57.76'	(S57°32'14"W)(R3)	(17.604m)(R3) = 57.76' (SEE RECORD NOTE)
L14	N52°28'49"E	12.50'	(S52°28'49"W)(R3)	(3.811m)(R3) = 12.50' (SEE RECORD NOTE)
L15	N58°52'19"E	47.99'	(N58°52'19"E)(R1)(R3)	(14.628m)(R3) = 47.99' (SEE RECORD NOTE)
L16	N53°33'13"E	97.60'	(N53°33'13"E)(R1-A)(R3) (N52°45'00"E)(R1)(R2)	(1.48 CH.)(R1) (97.68')(R2) (29.764m)(R3)
L17	N40°36'41"E	47.52'	(N39°45'00"E)(R1)(R2)	(0.72 CH.)(R1) (47.52')(R2)

LINE NO.	DIRECTION	LENGTH
L53	N60°39'01"E	9.19'
L54	S57°43'20"W	9.56'

CURVE NO.	RADIUS	DELTA	LENGTH
C2	356.18'	5°32'35"	34.46'
C3	185.62'	7°32'57"	24.46'
C4	658.75'	1°48'38"	20.82'
C5	54.46'	6°19'53"	6.02'
C6	560.58'	2°40'18"	26.14'
C7	2,112.19'	1°22'32"	50.71'
C8	2,245.89'	1°13'55"	48.29'
C9	1,228.37'	1°39'58"	35.72'
C10	83.90'	9°05'51"	13.32'
C11	281.30'	4°56'43"	24.28'
C12	49.48'	12°00'38"	10.37'
C13	187.76'	6°13'26"	20.40'

LINE NO.	DIRECTION	LENGTH
L55	N57°43'20"E	16.91'
L56	N57°43'20"E	15.02'
L57	S60°38'40"W	15.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L18	S47°25'02"W	36.52'
L19	S71°31'17"W	26.85'
L20	N87°28'52"W	38.62'
L21	S74°52'52"W	49.37'
L22	N81°09'28"W	50.08'
L23	S72°32'08"W	24.33'
L24	S39°14'12"W	85.57'
L25	S20°14'46"W	22.43'
L26	S30°07'13"E	22.83'
L27	S02°39'36"W	85.73'
L28	S11°24'28"W	57.62'
L29	S47°43'04"W	76.92'
L30	N68°00'29"W	12.29'
L31	N68°00'29"W	8.90'
L32	N24°18'13"W	12.34'
L33	N66°42'59"W	38.40'
L34	S42°15'35"W	42.60'
L35	S29°04'36"W	42.58'
L36	S75°58'13"W	28.14'
L37	S27°39'47"W	34.46'
L38	S26°43'24"E	145.40'
L39	S07°30'40"W	54.02'
L40	S22°45'40"W	36.27'
L41	S03°51'49"E	104.20'
L42	S37°46'25"W	61.71'
L43	S19°33'41"W	107.45'
L44	S56°13'06"W	40.18'
L45	S88°49'22"W	58.28'
L46	N17°07'56"W	56.88'
L47	N71°05'20"W	72.28'
L48	S66°47'43"W	39.70'
L49	S02°07'42"W	62.88'
L50	S58°53'58"W	25.72'
L51	N57°38'51"W	11.15'
L52	S36°00'41"W	15.01'

STONE PINE COVE PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025





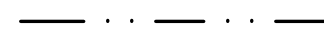
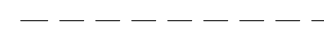
BKF 255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

LEGEND

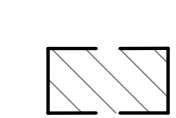
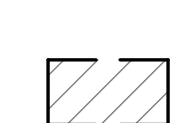
- FOUND 2.5" BRASS DISK STAMPED "RCE 13776" IN MON WELL (R2)
- FOUND IRON PIPE AS NOTED

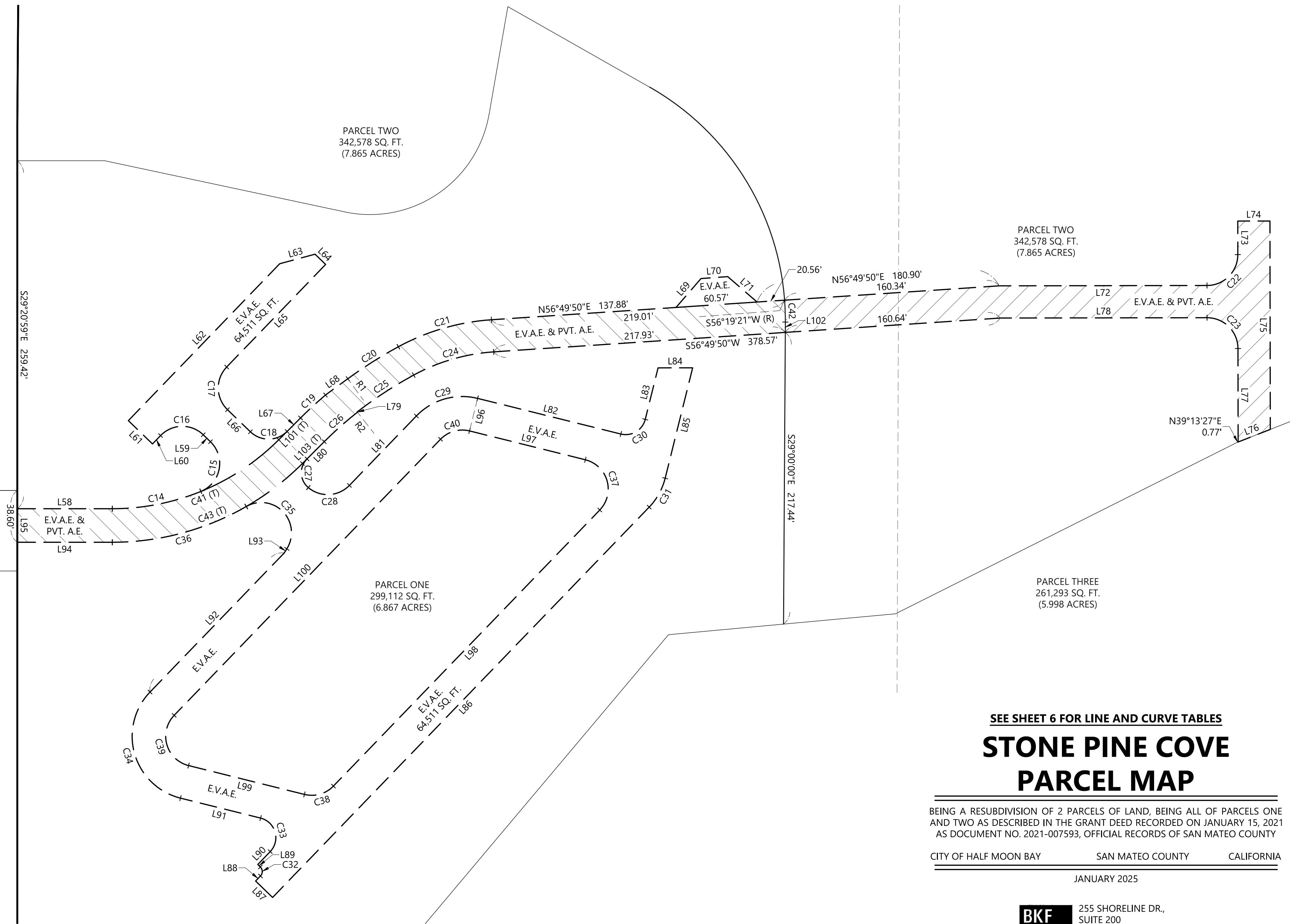
- APN ASSESSORS PARCEL NUMBER
- CH. CHAINS
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- MON MONUMENT
- DN DOCUMENT NUMBER
- LS LICENSED SURVEYOR
- O.R. OFFICIAL RECORDS
- PG&E PACIFIC GAS AND ELECTRIC
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.T.E. PRIVATE TRAIL EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PVT. A.E. PRIVATE ACCESS EASEMENT
- PVT. U.E. PRIVATE UTILITY EASEMENT
- (R) DENOTES RADIAL BEARING
- (R#) DENOTES RECORD REFERENCE
- RCE REGISTERED CIVIL ENGINEER
- R/W RIGHT OF WAY
- SQ. FT. SQUARE FEET

LINETYPES

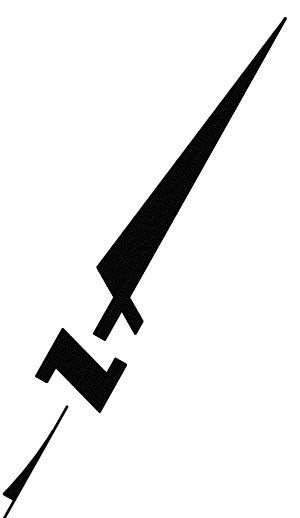
-  SUBJECT BOUNDARY LINE
-  LOT LINE
-  FORMER LOT LINE
-  EASEMENT LINE
-  MONUMENT LINE
-  TIE/RADIAL LINE

HATCHING

-  PRIVATE ACCESS EASEMENT (PVT. A.E.) RESERVED HEREON FOR THE BENEFIT OF PARCELS TWO AND THREE 15,028 SQ. FT.
-  PRIVATE ACCESS EASEMENT (PVT. A.E.) RESERVED HEREON FOR THE BENEFIT OF PARCEL THREE 12,175 SQ. FT.



STONE PINE ROAD
(60' R/W - PUBLIC)



SEE SHEET 6 FOR LINE AND CURVE TABLES

STONE PINE COVE PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025

BKF 255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

LEGEND

- FOUND 2.5" BRASS DISK STAMPED "RCE 13776" IN MON WELL (R2)
- FOUND IRON PIPE AS NOTED

- APN ASSESSORS PARCEL NUMBER
- CH CHAINS
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- MON MONUMENT
- DN DOCUMENT NUMBER
- LS LICENSED SURVEYOR
- O.R. OFFICIAL RECORDS
- PG&E PACIFIC GAS AND ELECTRIC
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.T.E. PRIVATE TRAIL EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PVT. A.E. PRIVATE ACCESS EASEMENT
- PVT. U.E. PRIVATE UTILITY EASEMENT
- (R) DENOTES RADIAL BEARING
- (R#) DENOTES RECORD REFERENCE
- RCE REGISTERED CIVIL ENGINEER
- R/W RIGHT OF WAY
- SQ. FT. SQUARE FEET

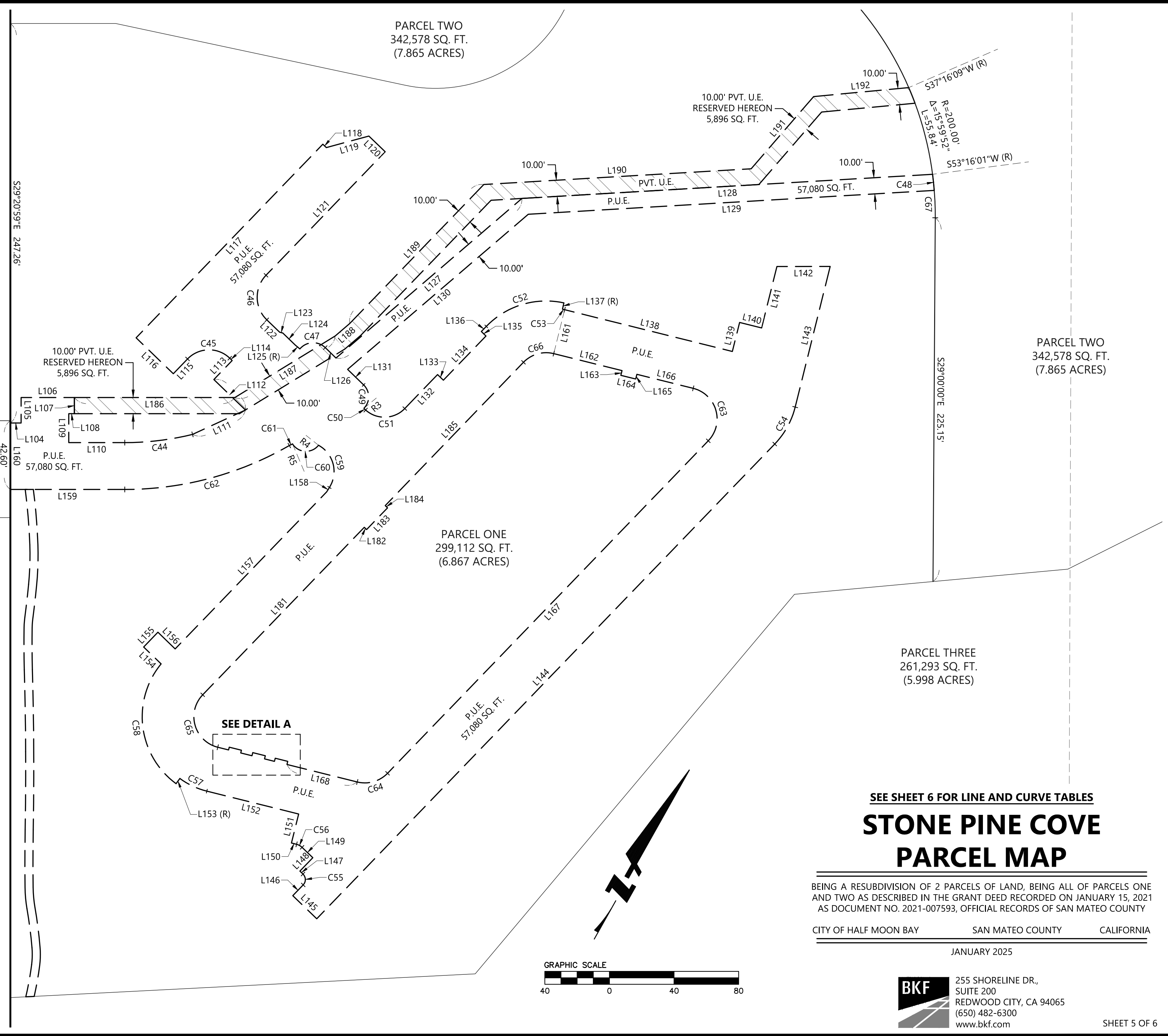
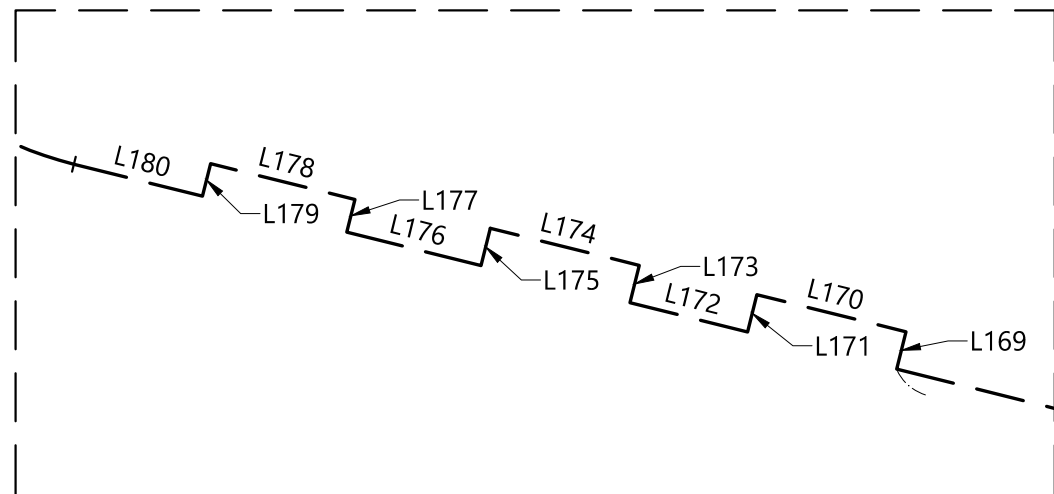
LINETYPES

- SUBJECT BOUNDARY LINE
- LOT LINE
- FORMER LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- TIE/RADIAL LINE

HATCHING

- PRIVATE UTILITY EASEMENT (PVT. U.E.) RESERVED HEREON FOR THE BENEFIT OF PARCEL 5,896 SQ. FT.

DETAIL A
1" = 10'



SEE SHEET 6 FOR LINE AND CURVE TABLES

STONE PINE COVE PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025



BKF 255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L58	N60°39'01"E	70.82'
L59	N75°22'17"W	7.48'
L60	S14°37'43"W	8.69'
L61	N75°22'17"W	25.00'
L62	N14°37'43"E	162.51'
L63	N45°29'27"E	27.29'
L64	S75°22'17"E	11.00'
L65	S14°37'43"W	106.24'
L66	S75°22'17"E	23.75'
L67	N15°39'01"E	14.23'
L68	N24°32'26"E	20.59'
L69	N11°31'38"E	28.46'
L70	N56°31'38"E	20.00'
L71	S78°28'22"E	28.91'
L72	N60°33'27"E	154.92'
L73	N29°26'33"W	25.00'
L74	N60°33'27"E	24.00'
L75	S29°26'33"E	155.33'
L76	S39°13'27"W	25.77'
L77	N29°26'33"W	69.70'
L78	S60°33'27"W	154.14'
L79	S67°30'59"E	0.28'
L80	S15°39'01"W	18.17'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L81	N14°37'43"E	71.93'
L82	N74°37'43"E	110.05'
L83	N15°22'17"W	39.58'
L84	N60°37'43"E	25.77'
L85	S15°22'17"E	84.82'
L86	S14°37'43"W	404.33'
L87	N75°22'17"W	17.60'
L88	N14°37'43"E	5.26'
L89	N75°22'17"W	2.65'
L90	N14°37'43"E	13.38'
L91	S74°37'43"W	61.57'
L92	N14°37'43"E	144.06'
L93	N02°57'49"E	3.66'
L94	S60°39'01"W	70.82'
L95	N29°20'59"W	25.00'
L96	S15°22'17"E	25.00'
L97	N74°37'43"E	88.99'
L98	S14°37'43"W	285.98'
L99	S74°37'43"W	88.99'
L100	N14°37'43"E	285.98'
L101	S15°39'01"W	22.99'
L102	N29°00'00"W	7.71'
L103	N15°39'01"E	22.99'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L104	N60°38'40"E	6.66'
L105	N29°21'20"W	15.75'
L106	N60°38'40"E	32.98'
L107	S29°21'20"E	10.00'
L108	S60°38'40"W	3.48'
L109	S29°21'20"E	17.92'
L110	N60°39'01"E	34.65'
L111	N35°56'37"E	36.08'
L112	N75°22'17"W	27.19'
L113	N14°37'43"E	16.35'
L114	N75°22'17"W	2.07'
L115	S14°37'43"W	12.69'
L116	N75°22'17"W	32.00'
L117	N14°37'43"E	166.51'
L118	S75°22'17"E	3.00'
L119	N45°29'27"E	27.29'
L120	S75°22'17"E	14.00'
L121	S14°37'43"W	106.24'
L122	S75°22'17"E	11.05'
L123	N74°37'37"E	2.00'
L124	S75°22'17"E	10.69'
L125	S79°19'07"E	3.77'
L126	S75°12'02"E	9.26'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L127	N20°01'12"E	151.69'
L128	N57°17'12"E	254.68'
L129	S57°17'12"W	251.76'
L130	S20°01'12"W	147.41'
L131	S75°12'02"E	13.85'
L132	N14°37'43"E	29.23'
L133	S75°22'17"E	5.00'
L134	N14°37'43"E	38.00'
L135	N75°22'17"W	4.00'
L136	N14°37'43"E	4.40'
L137	S17°02'26"E	4.00'
L138	N74°37'43"E	107.00'
L139	N15°22'17"W	18.50'
L140	N74°37'43"E	14.05'
L141	N15°22'17"W	39.20'
L142	N60°37'43"E	32.98'
L143	S15°22'17"E	89.69'
L144	S14°37'43"W	408.33'
L145	N75°22'17"W	20.60'
L146	N14°37'43"E	9.26'
L147	N75°22'17"W	2.65'
L148	N14°37'43"E	11.50'
L149	N75°22'17"W	9.25'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L150	S74°37'43"W	3.29'
L151	N15°22'17"W	18.50'
L152	S74°37'43"W	58.57'
L153	S07°01'42"W	4.00'
L154	N75°22'17"W	15.02'
L155	N14°37'43"E	12.71'
L156	S75°22'19"E	14.85'
L157	N14°37'43"E	135.05'
L158	N02°57'49"E	3.25'
L159	S60°39'01"W	70.82'
L160	N29°20'59"W	41.16'
L161	S15°22'17"E	28.00'
L162	N74°37'43"E	43.55'
L163	S15°22'17"E	3.00'
L164	N74°37'43"E	9.50'
L165	N15°22'17"W	3.00'
L166	N74°37'43"E	35.94'
L167	S14°37'43"W	285.98'
L168	S74°37'43"W	44.84'
L169	N15°22'17"W	2.00'
L170	S74°37'43"W	8.00'
L171	S15°22'17"E	2.00'
L172	S74°37'43"W	6.31'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L173	N15°22'17"W	2.00'
L174	S74°37'43"W	8.00'
L175	S15°22'17"E	2.00'
L176	S74°37'43"W	7.20'
L177	N15°22'17"W	1.75'
L178	S74°37'43"W	7.75'
L179	S15°22'17"E	1.75'
L180	S74°37'43"W	6.90'
L181	N14°37'43"E	144.05'
L182	S75°22'17"E	2.00'
L183	N14°37'43"E	18.67'
L184	N75°22'17"W	2.00'
L185	N14°37'43"E	123.26'
L186	S60°38'40"W	99.37'
L187	S29°08'07"W	72.90'
L188	S20°02'17"W	11.79'
L189	S14°37'43"W	119.58'
L190	S57°17'12"W	165.78'
L191	S11°31'38"W	59.12'
L192	S55°15'42"W	59.14'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C14	175.50'	22°06'21"	67.71'
C15	22.50'	113°54'57"	44.73'
C16	22.50'	90°00'00"	35.34'
C17	22.50'	90°00'00"	35.34'
C18	19.50'	88°58'41"	30.28'
C19	302.50'	4°47'07"	25.26'
C20	337.00'	7°35'23"	44.64'
C21	169.00'	24°42'01"	72.86'
C22	23.00'	90°00'00"	36.13'
C23	23.00'	90°00'00"	36.13'
C24	145.00'	24°42'01"	62.51'
C25	313.00'	9°13'11"	50.37'
C26	277.50'	6°50'00"	33.10'
C27	14.50'	95°04'00"	24.06'
C28	22.50'	85°57'19"	33.75'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C29	47.50'	60°00'00"	49.74'
C30	15.00'	90°00'00"	23.56'
C31	47.50'	30°00'00"	24.87'
C32	4.75'	90°00'00"	7.46'
C33	15.00'	120°00'00"	31.42'
C34	47.50'	120°00'00"	99.48'
C35	22.50'	152°11'46"	59.77'
C36	200.50'	29°52'58"	104.57'
C37	22.50'	120°00'00"	47.12'
C38	22.50'	60°00'00"	23.56'
C39	22.50'	120°00'00"	47.12'
C40	22.50'	60°00'00"	23.56'
C41	175.50'	45°00'00"	137.84'
C42	200.00'	4°40'39"	16.33'
C43	200.50'	45°00'00"	157.47'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C44	175.50'	13°49'53"	42.37'
C45	18.50'	90°00'00"	29.06'
C46	19.50'	90°00'00"	30.63'
C47	10.75'	94°07'05"	17.66'
C48	200.00'	2°52'05"	10.01'
C49	10.20'	90°20'12"	16.08'
C50	10.00'	8°41'56"	1.52'
C51	17.50'	87°39'04"	26.77'
C52	51.50'	58°19'51"	52.43'
C53	47.50'	1°40'09"	1.38'
C54	50.50'	30°00'00"	26.44'
C55	4.75'	90°00'00"	7.46'
C56	7.50'	30°00'00"	3.93'
C57	47.50'	22°23'59"	18.57'
C58	51.50'	93°01'12"	83.61'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C59	18.50'	93°35'40"	30.22'
C60	9.90'	109°08'15"	18.86'
C61	18.50'	6°53'58"	2.23'
C62	204.50'	29°52'58"	106.66'
C63	19.50'	120°00'00"	40.84'
C64	19.50'	60°00'00"	20.42'
C65	19.50'	120°00'00"	40.84'
C66	19.50'	60°00'00"	20.42'
C67	200.00'	4°51'54"	16.98'

RADIAL LINE TABLE	
LINE NO.	DIRECTION
R1	S65°27'35"E
R2	S67°30'59"E
R3	N20°58'43"E
R4	N81°03'03"W
R5	S52°19'59"E

STONE PINE COVE PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025

BKF 255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager

TITLE: **UPDATED EMERGENCY SERVICES COUNCIL JOINT POWERS AGREEMENT (ESC-JPA)**

RECOMMENDATION:

Adopt a resolution approving the Second Revised and Restated Joint Exercise of Powers Agreement of the San Mateo Operational Area Emergency Services Council.

FISCAL IMPACT:

There is no negative fiscal impact associated with this action. Adoption ensures the City will continue to benefit from coordinated emergency response.

STRATEGIC ELEMENT:

This action supports the *Healthy Communities and Public Safety* element of the Strategic Plan.

BACKGROUND/DISCUSSION:

The San Mateo Operational Area Emergency Services Council (ESC) brings together local governments, special districts, and other entities to coordinate emergency planning and response, including for hazardous materials. This Council engages in planning with respect to all phases of the emergency management cycle: prevention, protection, response, recovery, and mitigation efforts, while also maintaining key public information systems like SMC Alert on the behalf of all its members, including Half Moon Bay.

The ESC last revised and restated the Joint Exercise of the Powers Agreement (“Agreement”) on October 17, 2014. There have been significant changes within the Department of Emergency Management (DEM), which now operates as a standalone agency separate from the Sheriff’s Office, since the Agreement was last updated in 2014.

Key changes to the Agreement, include:

- Standardizing nomenclature;
- Updating agreement language; and

- Clarifying and defining the roles of the ESC, the ESC Finance Committee, and the DEM.

The most recent revision was made to Section 1.04 of the ESC-JPA MOU approved by the ESC on September 19, 2024, as per the suggestions from the SMC Fire Chiefs Association and SMC Police Chiefs Association.

Old Language Section 1.04	New Language Section 1.04
The DEM will establish standards for emergency management practices within the SMC OA, which Member Agencies in the Organization will follow.	The DEM will establish standards for emergency management practices within the SMC OA. Member Agencies will take those standards into consideration and implement them as they see fit within their respective jurisdictions.

ESC unanimously approved the changes to the JPA (included as Exhibit A to the Resolution) and is seeking approval from each City within the County to continue to receive the services which includes Hazmat Responses, Emergency Alert and Warning, and Training and Exercises for the San Mateo County Operational Area.

Staff has consulted with the Coastside Fire Protection District and Chief Johnson has indicated that the current version of the Agreement is acceptable.

ATTACHMENT:

Resolution, including Exhibit A—Second Revised and Restated Joint Exercise of Powers Agreement

RESOLUTION NO. C-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY APROVING THE SECOND REVISED AND UPDATED JOINT EXERCISE OF POWERS AGREEMENT OF THE SAN MATEO OPERATIONAL AREA EMERGENCY SERVICES COUNCIL

WHEREAS, the City of Half Moon Bay is a member of the San Mateo Operational Area Emergency Services Council (ESC); and

WHEREAS, the ESC engages in planning with respect to all phases of the emergency management cycle: prevention, protection, response, recovery, and mitigation efforts, while also maintaining key public information systems like SMC Alert on the behalf of all its members, including Half Moon Bay; and

WHEREAS, there have been significant changes within the San Mateo County Department of Emergency Management (DEM), which now operates as a standalone agency separate from the Sheriff’s Office, since the Agreement was last updated on October 17, 2014; and

WHEREAS, the ESC is recommending revision of the Joint Exercise of Powers Agreement (JPA) to reflect current organizational structure and to modernize some aspects of the Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay approves the Second Revised and Restated Joint Exercise of Powers Agreement of the San Mateo Operational Area Emergency Services Council included as Exhibit A to this resolution.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 21st day of January 2025, 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

Robert Brownstone, Mayor

**Second Revised and Restated
Joint Exercise of Powers Agreement
San Mateo County Operational Area Emergency Services Organization**

THIS JOINT POWERS AGREEMENT (“Agreement”) is made as of the Effective Date by and between the public entities set forth below, creating the San Mateo County Operational Area Emergency Services Organization Authority (“Organization”), also known as the Emergency Services Council (“ESC”).

Each public entity executing this Agreement shall be referred to individually as a “Member Agency,” with all referred to collectively as “Member Agencies.”

RECITALS

Whereas Member Agencies have established a unified emergency services organization by forming the Organization; and

Whereas the Member Agencies agree that the purpose of this Organization will be to operate pursuant to Presidential Policy Directive 5 (PPD-5), the National Response Framework, National Incident Management System (NIMS), Presidential Policy Directive 8 (PPD-8), the National Preparedness Goal (NPG) and California’s Standardized Emergency Management System (SEMS) and local adopted Emergency Operations Plans (EOPs) and Annexes.

Whereas the Member Agencies agree that the participants within this Organization may include all local governments within the geographic area of San Mateo County (SMC), special districts, unincorporated areas, and participating non-governmental entities; and

Whereas the Member Agencies agree that the goal of the Organization is to provide coordinated plans for the protection of persons and property based on the phases of emergency management; and

Whereas the Member Agencies have the authority to enter into this Agreement under the Joint Exercise of Powers Act (“JPA Act”), California Government Code Section 6500 *et seq.*

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Member Agencies as herein contained, the Member Agencies agree as follows:

Article I - GENERAL PROVISIONS

1.01 Purpose

This Agreement creates an entity to exercise the powers shared in common by the Member Agencies to engage in San Mateo County Operational Area (SMC OA) cooperative planning with respect to all phases of the emergency management cycle: preparedness, mitigation, response, and recovery. Such purposes are to be accomplished and the Members Agencies’ common powers exercised as set forth in this Agreement.

1.02 Creation of Authority

Pursuant to the JPA Act, the Member Agencies hereby reaffirm the creation of an entity to be known as the Organization or ESC. The Organization will be comprised of Member Agencies. The Organization shall be a public entity separate and apart from the Member Agencies. The geographic jurisdiction of the Organization is all territory within the geographic boundaries of the Member Agencies; however, the Organization may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

1.03 Membership in the Organization

Membership in the Organization is limited to public entities, as defined by the JPA Act, located or operating within SMC that have approved and executed this Agreement, and contributed resources of any kind toward establishing and supporting the Organization (including, but not limited to financial, personnel, equipment, or other resources) as approved by the ESC.

1.04 Participating Members/Partners in the Organization

The DEM will establish standards for emergency management practices within the SMC OA. Member Agencies will take those standards into consideration and implement them as they see fit within their respective jurisdictions.

Participation in the Organization is intended to ensure cooperative emergency planning and response; all participating Member Agencies and partners are expected to attend all regular and special meetings of the ESC, encourage active participation by their jurisdictions in the development of plans and training programs, drills, exercises and training opportunities, and otherwise assist in supporting the implementation of this Agreement.

1.05 Powers of the Organization

The Organization may purchase, lease, own and/or dispose of property and equipment and enter into contract(s), as required to satisfy the purposes of this Agreement. The Organization may employ agents and/or employees, operate works and improvements, sue and be sued in its own name, and invest surplus funds.

Article II – GOVERNANCE

2.01 Composition of the Organization

The Organization shall be administered by the ESC consisting of the following members:

- a) The Chair of the Organization shall be a representative from the Board of Supervisors. The Chair of the Organization shall be appointed by the President of the Board of Supervisors.
- b) The mayor of each city or town in the County, or the mayor's designated representative, with the understanding that any representative shall be member of the City Council of the city whose mayor they are representing.
- c) A Vice-Chair shall be selected by the ESC.

2.02 General Purpose of the Organization

The general purpose of the Organization is to:

- a) Provide structure for administrative and fiscal policies and procedures;

- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and
- e) Oversee all committee activities.

2.03 Specific Responsibilities of the ESC

The specific responsibilities of the ESC shall be as follows:

- a) To review and recommend adoption by the Board of Supervisors and City Councils of each City, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements, in addition to the basic agreements as deemed necessary to carry out the purpose of the Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Organization. Upon review and approval of the annual budget by the ESC, each Member Agency shall recommend the budget to the governing body of the Member Agency to secure from each the appropriation consistent with each Member Agency’s identified allocation (via Budget Sheets.)
- c) Each Member Agency’s Executive Officer shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in the San Mateo County Emergency Managers Association (SMC EMA) and work alongside the DEM. Should the identified Coordinator change at any time during the year, the Member Agency shall advise the DEM within 30 days.
- d) If a Member Agency participates in a contract relationship for the provision of emergency services, it is still required to name a local emergency coordinator to the EMA who will assure the continuity of communication between the Member Agency, the DEM and the Organization.

2.04 Meetings of the Organization.

- a) **Regular Meetings:** The ESC shall approve a schedule for its regular meetings provided, however, the ESC shall hold at least four meetings in one calendar year. The ESC shall fix the date, hour, and location of regular meetings by resolution and the Secretary shall transmit a copy of the resolution to each Member Agency at the first meeting of the fiscal year. By the approval of the Chair, Vice Chair, or the Department of Emergency Management Director (“DEM Director”), meetings can be canceled due to extenuating circumstances, which may include, but are not limited to, a lack of agenda items.
- b) **Agenda Setting** - The agenda shall be set by the Chair, Vice Chair, and the DEM Director.
- c) **Special Meetings:** Special meetings of the ESC may be called by the Chair, a majority of the ESC or the DEM Director. Special meetings will be held in accordance with the Ralph M. Brown Act (“Brown Act”), California Government Code section 54950 et seq.
- d) **Call, Notice and Conduct of Meetings:** All meetings of the legislative body of the ESC shall be noticed and held in accordance with the provisions of the Brown Act. As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member Agency. Any Member Agency may request that an item be considered for placement on the Agenda by submitting the request to the DEM Director.
- e) Meetings of the ESC shall be conducted by the Vice-Chair in the absence of the Chairperson.

In the absence of both Chair and Vice-Chair, the meeting shall be chaired by a member of the ESC selected by a majority vote of the ESC.

2.05 Minutes

The Secretary of the Organization shall cause to be kept a digital recording of each meeting, which shall be posted on the DEM Website. The Secretary will create brief summary written minutes for approval by the ESC. Once the minutes have been approved by the ESC, the minutes will be posted on the DEM website.

2.06 Voting

All power of the Organization shall reside with the ESC. Each Member Agency shall have one vote. A Member Agency's alternate representative may participate and vote in the proceedings of the ESC only in the absence of that Member Agency's regular representative. No absentee ballot is permitted.

2.07 Quorum; Required Votes; Approvals

A quorum of the ESC is a majority of the representatives of the Member Agencies of the Organization. If the number of Member Agencies is an even number, a majority is fifty percent of the Member Agencies, plus one. The ESC may not take any substantive action without a majority of the Member Agencies voting to take that action. Action on non-substantive procedural matters may be taken by a majority of a quorum.

Article III – PARTICIPATING PARTNERS, EMPLOYEES AND ADVISORY COMMITTEES

3.01 Treasurer

The Treasurer of the County of San Mateo shall be the Treasurer of the Organization. The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Organization from whatever source, and shall have the duties and obligations set forth in the JPA Act.

3.02 Auditor and Financial Accountability

Although the Organization is a JPA the State Controller's Office (SCO) has determined that the Organization meets the criteria of a special district for financial reporting purposes under Government Code section 12463, subdivision (d)(2).

Government Code section 53891 requires the Organization to furnish to the SCO a report of all the financial transactions of the Organization during the preceding fiscal year. The report shall contain underlying data from audited financial statements prepared in accordance with generally accepted accounting principles, if this data is available. The report shall be furnished within seven months after the close of each fiscal year or within the time prescribed by the SCO, whichever is later, and shall be in the form and manner required by the SCO. The Organization shall submit to the SCO information on annual compensation, as described in subdivision (l) of Section 53892, for the previous calendar year no later than April 30th.

Pursuant to Government Code section 12464, if the reports are not completed in the time, form, and manner required or there is reason to believe that a report is false, incomplete, or incorrect, the

SCO is authorized to proceed with an investigation to obtain the information required. Any costs incurred by the SCO shall be borne by the Organization.

Government Code section 26909 also requires that an audit be completed and filed with the SCO within 12 months after the close of the fiscal year under examination. Unless the ESC votes to appoint an independent auditor, audits will be conducted in accordance with existing County policy, and by the auditor selected by the Office of the County Executive or the Controller. In the event that the ESC selects an independent auditor, the full cost of the audit will be the responsibility of the Organization. The Auditor shall perform the functions of auditor for the Organization and shall make or cause an independent annual audit of the accounts and records of the Organization by a certified public accountant, in compliance with the requirements of applicable laws and generally accepted auditing standards.

3.03 Legal Counsel

The SMC Attorney's Office shall be the legal counsel for the Organization. To the extent permitted by the JPA Act, the Organization may change, by resolution, the legal counsel to the Organization. The full cost of outside legal counsel will be the responsibility of the Organization.

3.04 Secretary to the Organization

The DEM shall provide a Secretary and administrative support to the Organization.

3.05 Contractors

The Organization shall have the power by resolution to appoint and employ such other consultants and independent contractors as may be necessary to carry out the purposes of the Organization. The Organization will be responsible for any/all incurred costs.

3.06 Committees

The Organization may form and dissolve Committees as determined by the ESC.

3.07 Department of Emergency Management

The DEM is responsible for the on-going operation of the SMC OA and is also responsible for achieving the purposes of the Organization as follows:

- a) Emergency Response Support - coordination and planning during any regional emergency in accordance with adopted emergency plans.
- b) Emergency Plans - preparation, development, coordination, and integration of compatible and complimentary unified area-wide emergency plans for approval by the State of California and adoption by the ESC.
- c) Communications - coordination, development and maintenance of an area-wide emergency communications systems, including public alert and warning systems, and other situational awareness tools. The DEM may host SMC OA communication infrastructure such as system-wide applications or platforms.
- d) Public Education and Information - coordination and support of an area-wide public education and information program.
- e) Training and Exercise - coordination and assistance in the training and exercising of all County employees identified as Disaster Service Workers, as defined by Sect. 3100 of the California Government Code and volunteers. The Member Agencies will be responsible for

the training and exercise of their identified employees; however, the DEM will provide needed support as requested.

- f) Grant Program Administration - coordination and assistance with designated emergency coordinators within the OA in the securing and distribution of grant funds for regional emergency management initiatives and program support. The DEM Director will serve as the representative of Member Agencies with various grants and their approval authorities, including the State Homeland Security Program and Bay Area Urban Areas Security Initiative.
- g) General Administration - coordination and assistance in the procurement and inventory of emergency equipment, management of, maintenance and distribution of area-wide inventories of vital supplies and equipment.
- h) Function as a liaison with Cal OES and FEMA. Assist in providing guidance in recovery efforts.
- i) Resource Management – allocation and coordination of resources during local emergencies. Local governments will request resources through the logistics section at the SMC OA EOC. The DEM will escalate resource requests to the state if unable to be fulfilled locally.
- j) Regional Hazardous Material Emergency Response Program – The DEM will oversee the contract for hazardous material response in the SMC OA.

3.08 Staffing Reimbursement

The DEM is staffed by employees of the County of San Mateo. The DEM supports the purposes of the Organization. A portion of the cost of DEM staff is reimbursed by the Organization in an amount determined by the funding allocation in this Agreement.

3.09 Property

If the Organization acquires title to property, the DEM Director will have charge of, handle, or have access to the property of the Organization, and shall file an official bond in an amount to be fixed by the contracting parties, pursuant to Section 6505.1 of the Government Code.

Article IV – BUDGET AND COST-SHARING

In consideration of the mutual promises herein contained, it is hereby agreed that the cost of maintaining the Organization will be shared as described below.

- a) From the total amount of the annual budget there shall be deducted estimated revenue from federal “matching funds,” state grants, and other revenues.
- b) The balance of the annual budget remaining after anticipated revenues have been deducted shall be paid as follows:
 - 1. The county shall pay 50% of the remaining balance.
 - 2. The cities shall pay the remaining 50% of the balance, apportioned in accordance with the following formula:
 - i. One half of said 50% to be apportioned by people units or population.
 - a) Total population of all member cities divided into one-half of the total of the cities’ share of the budget equals a factor in cents.
 - b) Population of each member city times the factor in cents equals the share for each city.
 - ii. The remaining one-half of said 50% to be apportioned on the basis of assessed valuation as follows:

- a) Total assessed value of real and personal property in all member cities divided into one-half of the total of the city's share of the budget equals a factor in mils.
 - b) Assessed value of real and personal property of each member city times the factor in mils equals the share for each city.
- c) For the purpose of this Agreement the total assessed valuation of real and personal property in all Member Agencies shall be the most recent such total maintained by the offices of the County Assessor.
- d) The population figures will be based on the Census and will be updated at a minimum of every ten years.
- e) It is understood and agreed that the financial obligations incurred by the Member Agencies under the provisions of this Agreement will be incurred annually, subject to the limitation that the county and cities are financially able to make funds available.
- f) If the Member Agencies representing 25% or more of the county's population do not approve the budget in any fiscal year, the proposed budget will be referred back to the DEM Director and the Finance Committee for revision and recommendation. If no resolution can be reached by the committee, the Member Agencies may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any Member Agency shall be financially responsible for that portion of the budget unilaterally adopted. Any Member Agency that does not meet its financial commitment under the adopted budget will lose its voting status and/or other such privileges of membership as determined by the ESC.
- g) It is further agreed that any excess in federal or state funds, in any year, shall be reviewed by a finance committee, who will then make a recommendation to the ESC, as to the disposition of the excess funds.
- h) With respect any Member Agency that is not a City or the County, the amount to be contributed is determined by a negotiation between those Member Agencies and the DEM Director and must be approved by the ESC. A letter memorializing the agreed contribution will be an attachment to this Agreement.
- i) The Finance Committee will be a standing committee of the ESC and is responsible for administrative and financial recommendations to the ESC. The Finance Committee will consist of the following members: SMC Supervisor (Chair of the ESC), Vice Chair, and representatives chosen by the ESC to be limited to five members.
- j) The Organization shall maintain a minimum of \$500,000 in the Trust Fund with a maximum of \$1,500,000. This policy can be reviewed and updated with a majority vote from the ESC.

Article V - INSURANCE

- a) The County shall add the Organization and ESC to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the Agreement. Member Agencies understand that the County is partially self-insured. Unless the Organization decides otherwise, County shall provide for the defense of any claims or litigation within the self-insured retention. Legal representation by the County will ordinarily be provided by the County Attorney.
- b) Any out-of-pocket expense or loss, by way of judgment or settlement, arising out of the operation of this Agreement, within the limits of the County's self-insured retention shall be shared by the parties in accordance with the formula as described in Article IV (b).

Article VI - EFFECTIVENESS

This Agreement shall be effective upon its execution by all Member Agencies. It is effective as to new Member Agencies upon adoption and approval by the ESC and by the new Member Agency's governing body. This Agreement shall continue in effect until terminated as provided herein.

Article VII – TERM AND TERMINATION

7.01 Withdrawal by Members

- a) Any Member Agency may withdraw from this Agreement by written notice given by such Member Agency to all other Member Agencies, which notice shall be given at least 120 days prior to the commencement of the fiscal year in which it is to take effect. For the purpose of such notice, a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.
- b) Any former or prospective Member Agency may enter or re-enter the organization by petition to the ESC by its governing body, and majority approval of the petition by the ESC. Upon approval, the new Member Agency must agree in writing to all terms of this Agreement.
- c) Should a Member Agency withdraw less than 120 days prior to the commencement of the fiscal year, the withdrawal will be effective, but that Member Agency will be responsible for its calculated contribution for that year pursuant to Article IV.
- d) Should a Member Agency give required notice and withdraw from the Agreement, the prior contribution of that Member Agency will be divided equally by formula among the remaining Member Agencies.

7.02 Termination of Organization and Disposition of Surplus Money and Property

This Agreement shall terminate effective upon a vote of the ESC, the County and by at least eleven (11) cities representing the majority of the population of the County. In the event that the Organization ceases to exist, surplus funds will be returned consistent with Section 6512 of the Government Code in proportion to the contributions made. The Organization does not intend to acquire title to any property. But in the event that it does, title to all property acquired by the Organization shall be transferred to the County of San Mateo and be used for "County Wide" purposes.

7.03 Amendments

Any proposed Amendments to this Agreement may be recommended by the ESC but must be ratified by each Member Agency's governing body.

7.04 Bylaws

The ESC may, from time to time, adopt and/or amend Bylaws for the conduct of its affairs; provided the purpose is consistent with this Agreement and/or are necessary and appropriate.

Article VIII - MISCELLANEOUS PROVISIONS

8.01 Notices

It shall be the responsibility of the County Manager or designee to ensure all notices are provided to Member Agencies and posted in compliance with the legal requirements of the Agreement.

8.02 Severability

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.03 Supersession

It is mutually understood and agreed by the Member Agencies that this Agreement supersedes the 2014 San Mateo County Operational Area Joint Powers Agreement, any previous agreements on this subject matter and any amendments thereto.

8.04 Assignment

No Member Agency shall assign any rights or obligations under this Agreement without the prior written consent of the ESC.

8.05 Governing Law

This Agreement is made and to be performed in the State of California, and as such, California substantive and procedural law shall apply. Venue for any litigation under this Agreement shall be in the County of San Mateo.

8.06 Headings

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

8.07 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute this Agreement.

8.08 No Third Party Beneficiaries

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Member Agencies, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

8.09 Filing of Notice of Agreement

Within 30 days after the Effective Date, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act. Within 30 days after any amendment to this Agreement, the Secretary shall file the amendment with the Secretary of State.

8.10 Conflict of Interest Code

The Organization has adopted a conflict of interest code as required by law. Member Agencies understand that representatives and alternate representatives are listed on the Organization's Conflict

of Interest Code and will be responsible for filing a Form 700 with the Organization.

8.11 Indemnification

The Organization shall defend, indemnify and hold harmless each Member Agency (and each Member Agency's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees,) arising from or as a result of any acts, errors or omissions of the Organization or its officers, agents or employees.

Each Member Agency shall defend, indemnify and hold harmless the Organization and the other Member Agencies (and their officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees,) arising from or as a result of any acts, errors or omissions of that party or its officers, agents or employees.

8.12 Dispute Resolution/Legal Proceedings

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Member Agencies and/or the Organization.

8.13 Authorization to Enter Into Agreement

Each party warrants that the person signing this Agreement on its behalf is authorized to bind that party to this Agreement.

8.14 Confirmation of Jurisdictional Authority

By signing this Agreement, the Member Agencies retain all authority granted to them by the State and/or their respective Charters. The powers and/or authority granted pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

(SIGNATURES ARE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, each Member Agency has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, as follows:

Signatories	Resolution/Action Number	Date of Adoption
Atherton		
Belmont		
Brisbane		
Burlingame		
Colma		
Daly City		
East Palo Alto		
Foster City		
Half Moon Bay		
Hillsborough		
Menlo Park		
Millbrae		
Pacifica		
Portola Valley		
Redwood City		
San Bruno		
San Carlos		
San Mateo		
South San Francisco		
Woodside		
County of San Mateo		

ANNEX A – COMMON TERMINOLOGY

A.01 Terminology Defined

Not all vocabulary of technical terms listed in the Agreement is used in the Agreement. In part, the terms are included as a resource to further clarify terminology utilized in documentation, field operations and/or applicable subject matter.

A.02 All-Hazards: The consideration of the full spectrum of emergencies (natural, technological, or human-caused incidents) that calls for action to protect life, property, and environment. The advantages of adopting an all-hazards approach to prepare for and respond to disasters include comprehensive planning, resource flexibility, coordination among agencies, training, and community engagement to effectively control different types of disasters to reduce or eliminate duplication of effort and cost.

A.03 California Governor’s Office of Emergency Services (Cal OES): State-level organization that functions as the central command center during major emergencies and disasters in California. Cal OES oversees the response, direction, and coordination of state and federal resources, as well as mutual aid assets, to support diverse communities in the state.

A.04 Catastrophe: Any incident, natural or human-caused, with consequences of high rates of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained impacts over a prolonged period, exceed resources normally available in the impacted area, and significantly interrupt governmental operations and emergency services to such an extent that national security could be threatened.

A.05 Community Emergency Response Team (CERT): Community-level organizations of volunteer emergency workers who can provide immediate assistance to supplement the efforts of professional responders in the event of a major disaster. CERT programs train volunteers in disaster preparedness and basic disaster response skills during disaster situations so professional responders can prioritize and allocate resources to more complex tasks. Local CERT programs are supported by the Federal Emergency Management Agency (FEMA), as well as the California Governor’s Office of Emergency Services (Cal OES).

A.06 Command: The act or directing and or controlling by virtue of explicit legal, agency or delegated authority. The term “Command” may also refer to the Incident Commander.

A.07 Emergency: Any incident, natural, technological, or human-caused, that requires responsive action to protect life, property, and environment. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States.

A.08 Emergency Management: A subset of incident management, the coordination and integration of all activities necessary to build, sustain and improve the capability to prepare for, protect against, respond to, recover from, or mitigate against threatened or actual natural disasters, acts of terrorism or other human-caused disasters.

A.09 Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management activities normally takes place. An EOC may be a temporary facility or maybe in a more central or permanently established facility, such as at a higher level of organization within a jurisdiction.

A.10 Federal Emergency Management Agency (FEMA): Federal-level organization that coordinates the federal government's response to major disasters and emergencies, providing support and resources to state and local authorities. Its role includes managing disaster relief efforts, facilitating recovery operations, and helping communities prepare for future incidents.

A.11 Incident: An occurrence or event, natural or human-caused, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

A.12 Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. It is used for all kinds of emergencies and can be applied to small as well as large and complex incidents.

A.13 Local Emergency: The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and/or property within territorial limits of a county, city and county, or city caused by such conditions as fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, tsunami or other conditions which are likely to be beyond the control of the services, personnel, equipment and facilities of that local political subdivision to combat.

A.14 Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law;) regional or interstate government entity or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native Village or Alaska Regional Native Corporation; a rural community, unincorporated town or village or other public entity. See Section 2 (10), Homeland Security Act of 2002, P.L. 107-296, 116 Stat. 2135 (2002).

A.15 Mitigation: Activities providing a critical foundation in the effort to reduce the loss of life

and/or property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

A.16 National Incident Management System (NIMS): A system that provides a proactive approach guiding government agencies at all levels, the private sector and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity, to reduce the loss of life or property and harm to the environment.

A.17 National Response Framework: Document that establishes a comprehensive, national, all-hazards approach to domestic incident response. It serves as a guide to enable responders at all levels of government and beyond to provide a unified national response to a disaster. It defines the key principles, roles, and structures that organize the way U.S. jurisdictions plan and respond.

A.18 Operational Area (OA): An intermediate level of the state emergency services organization, consisting of SMC and all political subdivisions within the county area. In a state of emergency, the OA shall serve as a link in the system of communications and coordination between the political subdivisions comprising the OA and the Regional Emergency Operations Center (REOC) or State Operations Center (SOC). The **SMC OA** mirrors the County's geographic boundaries.

A.19 Preparedness: Actions that involve a combination of planning, resources, training, as well as exercising and organizing to build, sustain, and improve operational capabilities. Preparedness is the process of identifying the personnel, training, and equipment needed for a wide range of potential incidents, and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.

A.20 Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental and economic restoration; evaluation of the incident to identify lessons learned; and post-incident reporting and development of initiatives to mitigate the effects of future incident.

A.21 Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Under the NIMS, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or an EOC.

A.22 Response: Immediate actions to save and sustain lives, protect property and the environment, and meet basic human needs. Response also includes the execution of plans and actions to support short-term recovery.

A.23 Standardized Emergency Management System (SEMS): The cornerstone of California’s emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California’s emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the ICS, California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the OA concept, and multiagency or inter-agency coordination. State agencies and local governments are required to use SEMS to be eligible for any reimbursement of response-related costs under the state’s disaster assistance program.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Jonathan Woo, Assistant Engineer

TITLE: SMITH FIELD PARK IMPROVEMENT AND WAVECREST WATER MAIN PROJECTS – AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH SWCA FOR ADDITIONAL SERVICES

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement (PSA) with SWCA Environmental Consultants, Inc. (SWCA) for additional environmental services for the Smith Field Park Improvements and the Wavecrest Water Main Projects, increasing the contract amount by \$22,700, totaling a contract amount not to exceed \$104,600.

FISCAL IMPACT:

The Capital Improvement Program, Smith Field – Phase I (CIP Project No. 1008), has adequate funding for this additional expense.

STRATEGIC ELEMENT:

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

BACKGROUND:

The Parks Master Plan, adopted in January 2019, identified additional improvements to enhance Smith Field as the City’s primary active sports park. In late June of 2020, the City was approached regarding a potential donor’s desire to fund significant improvements at the Park, notably, to construct paved access and parking to serve the Park, as well as potentially other improvements, depending on the cost and timing of construction. Wanting to be responsive to opportunities to collaborate and utilize outside funding sources as they become available, and in support of Parks Master Plan recommendations, staff has been working with the donor representative on a plan to explore the mutually desired improvements, which include the initial development of a master plan for Smith Field Park. Subsequently, the donor has indicated a willingness to fund up to 50% of the parking lot, access and drainage improvements identified as the Phase I in the Plan.

On August 3, 2022, the City Council accepted the Smith Field Park Facilities Master Plan. Given community and donor interest in improvements at Smith Field Park, the City Council authorized staff to pursue a CDP to entitle the existing park and provide a means to pursue phased improvements at Smith Field Park. The City Council authorized staff to return with a new Professional Services Agreement (PSA) with SWCA for environmental services work necessary to obtain a Coastal Development Permit for Smith Field Park Improvements and the Wavecrest Water Main Projects.

On September 20, 2022, the City Council adopted Resolution No. C-2022-101 authorizing the City Manager to execute a PSA with SWCA Environmental Consultants, Inc. (SWCA) in the amount of \$81,900 to complete environmental studies, initial study (IS), and Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) for a Coastal Development Permit as mentioned above.

Staff and SWCA have completed the following environmental studies in early 2023:

- Biological Resource Evaluation
- Preliminary Jurisdictional Delineation Report
- Cultural Resources Technical Report
- Arborist Assessment

To date, there have been two (2) amendments to the contract to extend the expiration date (Amendment No. 1 was executed on April 3, 2024; and Amendment No. 2 was executed on October 14, 2024). No additional funding was approved with either of these previous amendments.

DISCUSSION:

During the development of the draft IS/MND, SWCA informed City Staff that an additional Air Quality/Greenhouse Gas Technical Memorandum is required due to the size of the project, which exceeds 10 acres. Per 2022 CEQA Air Quality Guidelines, under Chapter 4, the Smith Field Improvements and the Wavecrest Water Line Projects requires an Air Quality/Greenhouse Gas Technical Memorandum as part of the IS/MND. A portion of the funding request described in the amendment proposal (Attachment 2) is related to this additional requirement for the IS/MND.

The remaining portion of the funding request under Attachment 2 is related to restarting the engagement of the project as well as updated billing rates for 2025. As mentioned above, the contract between SWCA and the City of Half Moon Bay initiated in 2022. The completed reports, also mentioned above, were completed in early 2023, and ever since, staff have been working with design consultants to create the 35% design drawings to be used as a reference for the IS/MND. In October 2024, staff and SWCA started the IS/MND process, so there was approximately a year and a half pause, before continuing the scope specified in the contract with SWCA. With this gap, SWCA will need to spend more hours than originally anticipated for reclaiming information, background, and knowledge of the project. Additionally, the contract was

under 2022 billing rates. Since the project is moving into a third year, under the same contract, additional funds are requested to adhere to the updated 2025 billing rates.

Staff and SWCA have been working on the IS/MND and once the Air Quality/Greenhouse Gas Technical Memorandum is completed, the administrative draft of the IS/MND would be provided to the City for review. Staff would need to review it and provide comments to SWCA, which then would allow staff to post the draft IS/MND to the State Clearinghouse for review and circulation for the required 30 days. After that, staff would be able to present the project to the Planning Commission to obtain its Coastal Development Permit along with adoption for the IS/MND.

As the Technical Memorandum is the needed to obtain entitlements to continue designing the project for construction, staff recommends the City Council adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement (PSA) with SWCA Environmental Consultants, Inc. (SWCA) for additional environmental services for the Smith Field Park Improvements and the Wavecrest Water Main Projects, increasing the contract amount by \$22,700, totaling a contract amount not to exceed \$104,600.

ATTACHMENTS:

1. Resolution
2. SWCA, Inc. – Scope and Cost Proposal Amendment

RESOLUTION NO. C-2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SWCA ENVIRONMENTAL CONSULTANTS, INC. (SWCA) FOR ADDITIONAL ENVIRONMENTAL SERVICES FOR THE SMITH FIELD PARK IMPROVEMENTS AND THE WAVECREST WATER MAIN PROJECTS, INCREASING THE CONTRACT AMOUNT BY \$22,700, TOTALING A CONTRACT AMOUNT NOT TO EXCEED \$104,600.

WHEREAS, in June of 2020, the City was approached regarding a potential donor's desire to fund significant improvements at Smith Field Park, including a paved parking lot; and

WHEREAS, on August 3, 2022, the City Council accepted the Smith Field Park Facilities Master Plan and authorized staff to proceed with steps to apply for a local Coastal Development Permit for Smith Field Park Improvements and the Wavecrest Water Main Projects; and

WHEREAS, on September 20, 2022, the City Council adopted Resolution No. C-2022-101 which authorized the City Manager to execute a Professional Services Agreement (PSA) with SWCA in the amount of \$81,900 to complete environmental studies, initial study (IS), and Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) for a Coastal Development Permit (CDP) for the Smith Field Park Improvements and the Wavecrest Water Main Projects; and

WHEREAS, staff and SWCA have completed the Biological Resource Evaluation, the Preliminary Jurisdictional Delineation Report, Cultural Resources Technical Report, and the Arborist Assessment in early 2023; and

WHEREAS, on April 3, 2024, Staff executed Amendment No. 1 to the PSA extending the contract duration; and

WHEREAS, on October 14, 2024, Staff executed Amendment No. 2 to the PSA extending the contract duration again; and

WHEREAS, per the 2022 CEQA Air Quality Guidelines, Chapter 4, the Smith Field Improvements and the Wavecrest Water Line Projects requires an Air Quality/Greenhouse Gas Technical Memorandum as part of the IS/MND; and

WHEREAS, there was a year and a half pause between the completion of the reports mentioned above, and the start of the IS/MND process; and

WHEREAS, with the pause, SWCA will need to spend additional hours than what was originally anticipated for reclaiming information, background, and knowledge of the project; and

WHEREAS, with the contract entering its third year, additional funds are requested to adhere to the updated 2025 billing rates.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment No. 3 to the Professional Services Agreement (PSA) with SWCA Environmental Consultants, Inc. (SWCA) for additional environmental services for the Smith Field Park Improvements and Wavecrest Water Main Projects, increasing the contract amount by \$22,700, totaling a contract amount not to exceed \$104,600.

I, the undersigned, hereby certify that the forgoing Resolution was duly passed and adopted on the 21st day of January 2025, 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

Robert Brownstone, Mayor



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

60 Stone Pine Road, Suite 100
Half Moon Bay, California 94019
Tel 650.440.4160 Fax 650.440.4165
www.swca.com

December 16, 2024

John Doughty
Public Works Director
501 Main Street
Half Moon Bay, CA, 94019

Re: Amendment No. 1 for Smith Field Upgrades Project / SWCA Project Number 76060

Dear Mr. Doughty:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to submit Amendment No. 1 to our initial proposal and cost estimate to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Smith Field Upgrades Project (Project) dated September 20, 2022. This Amendment is provided to include the following tasks: New Phase 6. Air Quality/Greenhouse Gas (GHG) Technical Memorandum, and additional funds under Phase 1. Project Management and Phase 2. Initial Study/Mitigated Negative Declaration. Additionally, given the project redesign and delayed restart, the original scope included staff rates from 2022. This Amendment will update staff rates for the 2024-2025 year.

The changes outlined in this amendment include the following phases:

Updated Phase 1. Project Management: Additional time for internal staff coordination, and review of out-of-scope items, such as reviewing of the planting list, requested by the engineer.

Updated Phase 2. Initial Study/Mitigated Negative Declaration: Development of the IS/MND previously scoped as Phase 2 will require additional funds to complete, due to the project pauses, delayed start and project design changes. Time accounts for revisions to figures, and staff time to incorporate findings from the AQ/GHG memo into the CEQA document.

New Phase 6. Air Quality/Greenhouse Gas (GHG) Technical Memorandum: The AQ/GHG Memorandum will measure the proposed project impacts using California Emissions Estimator Model (CalEEMod). Based on our review of the project materials, the project does not qualify for a qualitative analysis of Air Quality and GHG per Bay Area Air Quality Management District (BAAQMD) project screening thresholds. Therefore, air quality modeling will be required.

The following scope of work provides the approach and revised cost estimate for one new phase, and three updated phases.

Sincerely,

A handwritten signature in black ink, appearing to read "Erica Rippe".

Erica Rippe, AICP – Project Manager

A handwritten signature in black ink, appearing to read "Seth Dallmann".

Seth Dallmann, Natural Resources Director

SCOPE OF WORK

(UPDATED) PHASE 1: PROJECT MANAGEMENT

Staff time has been added to Phase 1 to account for continued project management to support internal coordination for the preparation of the additional technical study, and account for restart timing. Additional time has been added for review of the plant list, requested by the engineering team.

(UPDATED) PHASE 2: INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

TASK 2.1 PROJECT DESCRIPTION

Staff time has been added for additional work related to the project redesign as well as restart from the originally assumed start date in 2022. Due to the project redesign, additional funds are needed for staff to refamiliarize with the project and scope of activities in development of a stable project description.

TASK 2.2 DRAFT IS/MND

Staff time has been added for additional work related to incorporation of the additional Air Quality/Greenhouse Gas Technical Memorandum. Time under this task also includes additional funds to revise project figures and associated updated materials.

Phase 2 Assumptions

- Preparation of the Project Description and IS/MND will require approximately 36 additional staff hours.

(NEW) PHASE 6: AIR QUALITY/GREENHOUSE GAS (GHG) TECHNICAL MEMORANDUM

SWCA will prepare an Air Quality/Greenhouse Gas (GHG) Technical Memorandum to discuss the air quality and GHG emission impacts associated with the proposed project. The proposed project is larger than 10 acres and exceeds the BAAQMD's Project Screening Thresholds, which requires a quantitative study and modeling. SWCA's in-house experts will use the latest version of CalEEMod to quantify mass emissions of criteria pollutants from the project. SWCA will use the CalEEMod input data provided by the client regarding construction and operational details. The proposed memorandum will summarize the results of the CalEEMod model and discuss project phasing. SWCA assumes that this methodology will be sufficient to demonstrate that impacts to ambient air quality standards. The AQ/GHG Memorandum will be summarized in the IS/MND as part of Task 2.2.

Phase 6 Assumptions and Deliverables:

- A total of two (2) CalEEMod modeling runs has been assumed.
- Dispersion modeling and health risk assessment will not be required.
- One draft and one final technical memorandum will be delivered electronically to City staff in Microsoft Word and Adobe PDF formats.
- Assumes one set consolidated comments will be received from City staff.

AMENDED FEE PROPOSAL

The proposed cost estimate for is **\$22,700** for a total contract value not to exceed **\$104,593** as summarized by Phase and Task, below.

Based on our initial contract for the Smith Field Upgrades Project Proposal, executed September 20, 2022, staff rates were billed at 2022 rates. Given project delays, staff will be billed at their 2024 standard rate at the time of service through June 30, 2025. SWCA reserves the right to submit a new rate schedule should the project extend beyond December 31, 2025. SWCA reserves the right to move key staff members to different labor rate categories to account for promotions and pay increases.

This Amendment is valid for 60 days from the date of the letter.

To accommodate project changes and scheduling, it is assumed that SWCA will be able to utilize the overall project funding and will not be held to phase or task limits so long as the overall budget is not exceeded without client approval. SWCA will submit a budget summary with each invoice to provide visibility and track monthly spending.

Table 1. Cost Estimate

Phase/Task Name	LABOR HOURS	LABOR \$	EXPENSES \$	TOTAL NTE \$
Phase 1: Project Management	18.00	\$3,196.00	\$0.00	\$3,196.00
Phase 2. IS/MND				
Task 2.1 Project Description	9.00	\$2,046.00	\$0.00	\$2,046.00
Task 2.2 Draft IS/MND	27.00	\$5,633.00	\$0.00	\$5,633.00
Phase 6: Air Quality/Greenhouse Gas Technical Memorandum				
Task 6.1 Air Quality/Greenhouse Gas Technical Memorandum	54.00	\$11,825.00	\$0.00	\$11,825.00
TOTAL	108.00	\$22,700.00	\$0.00	\$22,700.00

Table 2. Project Summary

PHASE/TASK NAME	ORIGINAL CONTRACT VALUE	AMENDMENT NO. 1 DECEMBER 2024	TOTAL
Phase 1: Project Management	\$7,348	\$3,196.00	\$10,544
Phase 2. IS/MND			

PHASE/TASK NAME	ORIGINAL CONTRACT VALUE	AMENDMENT NO. 1 DECEMBER 2024	TOTAL
Task 2.1 Project Description	\$2,049	\$2,046	\$4,095
Task 2.2 Draft IS/MND	\$17,121	\$5,633	\$22,754
Task 2.3 Public Notices	\$931	--	\$931
Task 2.4 Final IS/MND and MMRP	\$7,634	--	\$7,634
Task 2.5 Public Hearing	\$909	--	\$909
Phase 3. Biological Resources Evaluation (BRE) and Preliminary Jurisdictional Determination (PJD)			
Task 3.1 Background	\$1,216	--	\$1,216
Task 3.2 Field Survey	\$7,270	--	\$7,270
Task 3.3 BRE	\$5,999	--	\$5,999
Task 3.4 PJD	\$6,905	--	\$6,905
Phase 4: Arborist Report			
Task 4.1 Arborist Assessment/Tree Inventory	\$3,980	--	\$3,980
Task 4.2 Arborist Survey Results Memo	\$2,806	--	\$2,806
Phase 5: Cultural Resources			
Task 5.1 Records Search and NAHC Outreach	\$2,407	--	\$2,407
Task 5.2 Historic Research	\$2,737	--	\$2,737
Task 5.3 Field Recordation	\$2,623	--	\$2,623
Task 5.4 Technical Report	\$9,958	--	\$9,958
Phase 6: Air Quality/Greenhouse Gas Technical Memorandum			
Task 6.1 Air Quality/Greenhouse Gas Technical Memorandum	--	\$11,825	\$11,825
TOTAL	\$81,893	\$22,700	\$104,593

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager

TITLE: RESOLUTION OF PUBLIC INTEREST AND CONVENIENCE APPROVING THE CITY'S SALE OF A PORTION OF 880 STONE PINE ROAD (6.87-ACRE PORTION OF APN: 056-260-180) FOR THE CONSTRUCTION OF A 47-UNIT AFFORDABLE FARMWORKER HOUSING PROJECT

RECOMMENDATION:

Continue the public hearing to a date certain of February 4, 2025, at 7:00 p.m. or as soon thereafter that the matter can be heard at the regular City Council meeting held at the Ted Adcock Community Center (TACC) 535 Kelly Avenue, Half Moon Bay, CA 94019.

FISCAL IMPACT:

This action facilitates the sale of a portion of 880 Stone Pine Road to San Mateo County. Proceeds of the sale will be committed to reducing the outstanding balance of the 10-Year City/County lease-leaseback arrangement. Proceeds will reduce the City's annual General Fund debt service costs.

STRATEGIC ELEMENT:

This action supports the *Healthy Communities and Public Safety*, and *Inclusive Governance* Elements of the Strategic Plan.

BACKGROUND:

On November 19, 2024, the City Council adopted a Resolution establishing that the sale of 6.87 acres (Parcel 1) upon recording of the Final Parcel Map was in the public interest and convenience which, by State statute, requires the City to declare its intent to sell the property and provide an opportunity for consideration of protests to the disposition. The protest hearing was set for December 16, 2024, special meeting in anticipation of completion of negotiations on the Purchase Sale Agreement (PSA). The item was continued to January 21, 2025, to allow for the completion of appraisals which has led to a delay in the negotiating final terms of the PSA.

DISCUSSION:

The City declares its intent to convey the Property pursuant to the terms of the PSA (originally scheduled for the January 21, 2025 City Council meeting) and now continued to February 4, 2025, regular City Council meeting and fixes a time for the hearing of any protests to the disposition, provides for publication of notice of said hearing, and fixes the time for final action on the disposition of the Property and approval of the PSA to no earlier than February 4, 2025.

ATTACHMENTS:

None

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager

TITLE: **HALF MOON BAY LITTLE LEAGUE FACILITY USE AGREEMENT FOR SMITH FIELD**

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a new Facility Use Agreement with the Half Moon Bay Little League for the use of Smith Field, for a term of five years, with no annual fee.

FISCAL IMPACT:

There is no fee for the use of Smith Field for this Facility Use Agreement, and the City has incorporated ongoing regular and capital maintenance into the annual Public Works Maintenance Budget.

STRATEGIC ELEMENT:

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

BACKGROUND:

Smith Field Park sits on a 30-acre City-owned parcel at the westerly terminus of Wavecrest Road. Smith Field Park is the City's only active use sports park. The City began leasing the Smith Field property in 1966, and the original baseball fields were constructed shortly thereafter. After the property changed ownership several times over the next five decades, the City acquired Smith Field from Peninsula Open Space Trust in 2011, through a multi-agency land swap that also included San Mateo County. The City is currently preparing designs and environmental documents to support a Coastal Development Permit for the developed area (after the fact), Phase 1 site improvements (paved parking, stormwater improvements, ADA access) and a water main extension from Highway 1. The City has been working with a potential donor on funding a major portion of Phase 1 work. The CDP will be considered by the Planning Commission in late winter/early spring.

Half Moon Bay Little League (HMBLL) was founded in 1969, when it separated from the Pacifica Little League to become its own independent league. After the City acquired the property in

2011, an agreement was negotiated with HMBLL, which, due to limited staff and financial resources at the City at that time, put much of the responsibility for the maintenance and improvement of the baseball fields and associated facilities on the Little League. It is estimated that over the years, and especially in the last fifteen years, HMBLL with its families and volunteers, has invested several hundred thousand dollars in maintenance and improvements into the facilities. In addition to HMBLL, Smith Field is home to an annual softball tournament, youth travel baseball teams, and in cooperation with the Sheriff's Activities League (SAL), the Junior Giants baseball program. The larger Smith Field property also includes the Half Moon Bay Dog Park and the City Horseshoe Pits, and the parking lot is used as public parking and the trailhead for the adjacent open space.

Each year, HMBLL offers youth baseball program to between 300 and 350 players.

The City and HMBLL entered into a Facility Use Agreement for an initial 5-year period. This agreement expired in May of 2024. Over the last several months, staff and HMBLL leaders have been meeting to discuss a new agreement in advance of the Spring 2025 season.

DISCUSSION:

The recommended Agreement (Exhibit A to the Resolution) is similar to recently expired agreement. As indicated above, City staff and the current HMBLL Board of Directors have been actively discussing a more appropriate division of responsibilities related to the use, operation, and maintenance of Smith Field. A new facility use agreement (Agreement) has been negotiated, and the proposed terms of the agreement follow:

- 5 Year Facility Use Agreement, with no fee charged to the HMBLL (in recognition of the investment made over several years into improving and maintaining the facility)
- Non-Exclusive priority use of Smith Field Park during baseball seasons: January – May (full-regular season); May – July (all stars-post season); September – November (partial-fall ball)
- HMBLL will provide insurance coverage including Sexual Abuse and Molestation (SAM) Policy
- HMBLL and City will hold annual scheduling and operations meeting
- HMBLL owns and maintains all baseball-specific equipment
- HMBLL retains exclusive year-round use of Batting Cage (built by and for the HMBLL)
- HMBLL has exclusive use of Concession Stand during baseball seasons
- HMBLL provides general cleanup during/after each use
- City provides servicing for public restrooms
- City maintains all utility infrastructure
- City maintains roadways and parking lots
- City prepares all turf fields prior to regular season start
- City maintains all turf fields year-round
- City maintains concession stand, fencing, wind blocks, bleachers and common areas (landscaping)

In 2019, the City Council agreed to a “no fee” agreement with HMBLL. HMBLL is seeking approval with continuation of the “no-fee” provision. This remains a policy question for the City Council. As noted earlier, HMBLL over the years has assumed much of the field maintenance and capital maintenance efforts on Fields 1, 2, 4 and 5. They have continued to provide Little League focused field maintenance and supplies over the course of the last five years. They have also provided assistance to the County’s Jr. Giants program, which offers free participation to any child who wants to play. In addition, HMBLL continues to ensure access to their program via scholarships. Annually between 25-30 players receive scholarships and HMBLL has stated that no one in need will be turned away.

Public Works has continued to work closely on improving field preparation and maintenance of fields serving youth baseball and adult softball. The City Council has actively supported the programs through funding for staff and equipment necessary to maintain Smith Field Park including the ball fields.

Staff met with the Parks and Recreation Commission on December 11 and discussed the agreement. The Commission was supportive overall of maintaining the agreement with HMBLL. There was no consensus on the issue of fee versus no fee.

ATTACHMENT:
Resolution

RESOLUTION NO. C-2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH THE HALF MOON BAY LITTLE LEAGUE FOR THE USE OF A PORTION OF SMITH FIELD PARK

WHEREAS, Smith Field Park is a facility that sits on a 30-acre City owned property at the westerly terminus of Wavecrest Road and is the City’s only active use sports park; and

WHEREAS, the City has leased the Smith Field Park property since 1966, and acquired it permanently in 2011 through a multi-agency land exchange; and

WHEREAS, Half Moon Bay Little League (HMBLL) is a youth sports program serving Coastside youth for more than 50 years, all of which have been played on fields located within Smith Field Park; and

WHEREAS, HMBLL has and continues to invest significant time, energy, and money into Smith Field Park; and

WHEREAS, HMBLL and its many volunteers provides a place for youth of all incomes and backgrounds to participate in organized sport; and

WHEREAS, in 2012 the City and HMBLL entered into an agreement, whereby HMBLL would have use of a portion of Smith Field Park for its programs and would provide most of the maintenance and improvements on that portion of the facility; and

WHEREAS, in 2019, the City and HMBLL entered into a 5-year Facility Use Agreement for a portion of Smith Field Park which expired in May 2024; and

WHEREAS, the City and HMBLL have negotiated a new Facility Use Agreement (Agreement) for use of a portion of Smith Field Park for a period of 5 years; and

WHEREAS, the draft Agreement does not include a fee to HMBLL, a policy issue which the City Council is being asked to provide direction.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute a Facility Use Agreement with the Half Moon Bay Little League for the use of Smith Field, for a term of five years.

I, the undersigned, hereby certify that the foregoing resolution was duly passed and adopted on the 21st day of January 2025, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

Jessica Blair, City Clerk

APPROVED:

Robert Brownstone, Mayor

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into this January 21, 2025, by and between the CITY OF HALF MOON BAY, a Municipal Corporation (“City”) and HALF MOON BAY LITTLE LEAGUE, a California non-profit corporation (“HMBLL”).

RECITALS

WHEREAS, City is the owner of that certain real property designated as Assessor’s Parcel Numbers 065-011-040 and 065-011-050, located at the terminus of Wavecrest Road, in the City of Half Moon Bay (“Property”), which Property includes, among other things, a public Park known as Smith Field Park which includes baseball facilities used by HMBLL and the public shown in [Exhibit A \(“Site Plan of Premises”\)](#), attached hereto; and

WHEREAS, the Premises include five baseball fields (“Fields”), a standalone structure housing a concession stand and public restrooms, several storage containers, batting cages and a parking lot that serves both the Property and Premises; and

WHEREAS, HMBLL is a nonprofit organization that promotes and organizes youth baseball for residents of Half Moon Bay and the surrounding Coastside communities; and

WHEREAS, City and HMBLL entered into a License Agreement dated May 15, 2012 for the use of the Premises by HMBLL, which Agreement renews annually until terminated by either party; and

WHEREAS, City and HMBLL desire to enter into a new Facility Use Agreement (Agreement) in May, 2019 which better defined the roles and responsibilities of each party regarding the management, scheduling, use and maintenance of the Premises; and

WHEREAS, the 2019 Agreement expired last May; and the City and HMBLL have been working on preparing a new Facility Use Agreement; and

WHEREAS, the City and HMBLL recognize and acknowledge the generous donations of funding, resources and volunteer time by HMBLL to improve, maintain and manage the Premises over the many years of HMBLL; and

WHEREAS, City hereby authorizes HMBLL, on a non-exclusive basis, to use and maintain the Premises upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and mutual covenants herein set forth, the parties agree as follows:

1. Term: This Agreement shall become effective for a term of five (5) years, beginning on January 21, 2025 (the “Effective Date”) and expiring on January 21, 2030 (the “Expiration Date”), unless terminated by either party as set forth in Sections 16 and 17 herein.
2. Use: The City hereby grants to HMBLL, its agents, contractors, employees, and volunteers, the non-exclusive right to use and maintain the Premises for youth baseball activities, including tryouts, clinics, practices, games and HMBLL sanctioned tournaments, in accordance with the schedule set forth in [Exhibit B \(“Premises Use Schedule”\)](#), attached hereto, and subject to the annual Premises reservation request process set forth in Section 4.a.i below.

Notwithstanding the above, HMBLL acknowledges that the Property and Premises are a City park facility open to the public, which may be used by the public during non-scheduled times for non-commercial and non-organized sports and recreation, subject to any laws, codes, ordinances or polices which may be imposed by the City, now or in the future. The Property and Premises may also be used by the City and/or its designees, licensees or tenants, for commercial or organized sports and recreation activities. Such use shall be subordinate to this agreement and shall not interfere with the authorized activities set forth herein.

3. Consideration: In acknowledgement of previous and ongoing capital improvements and maintenance efforts made by HMBLL to the Premises, there shall be no fees or charges for the use of the premises under the terms and conditions during the term of this agreement.
4. General Rights and Responsibilities of HMBLL:
 - a. HMBLL shall attend annual scheduling and operations meetings with the City, as set forth below. HMBLL shall attend additional meetings with the City as necessary.
 - i. HMBLL shall meet with City by November 15 of each year, and/or provide by December 1st of each year, a requested reservation schedule for use of the of Premises for the following year. The request shall include the winter/spring schedule, summer all-star schedule, fall schedule, as well as dates and times for try-outs, clinics or other one-off events, and should include block schedules of time, not detailed practice and game schedules. The schedule shall be subject to review and approval of the City, within 45 days or January 15th of the following year.
 - ii. HMBLL shall coordinate with City to conduct a preseason inspection of the fields on or around November 1 prior to the beginning of the first use of the premises each year, at which time HMBLL shall advise the City of any concerns as to the condition of the fields, immediate surrounding

areas, concession stand and parking areas. During the Term of this Agreement, HMBLL shall immediately notify the City of any concerns as to the condition of the fields while under use by HMBLL.

- b. HMBLL shall comply with all local, State and/or federal requirements applicable to any of its activities on the Premises and shall comply at all times with laws and regulations related to its use of the Premises.
- c. HMBLL shall ensure the safety of all HMBLL activities.
- d. HMBLL shall comply with all relevant state and federal laws requiring annual background checks of all its employees, contractors, coaches, and volunteers who work with children. (see also Section 13.p. for S.A.M. Insurance).
- e. HMBLL shall coordinate with Public Works regarding the locking of Smith Field Park following practices and games.
- f. HMBLL shall keep remove any litter or debris from the fields and immediate adjacent areas following its use of the Premises during each respective season.
- g. HMBLL shall be responsible for providing, maintaining, and replacing all typical equipment as necessary and as listed in [Exhibit C \(“Equipment & Supplies Provided by HMBLL”\)](#) to the Use Agreement.
- h. HMBLL may provide a Little League or affiliated flag to the City to be displayed on the existing pole which shall be removed by the City at the end of each season.
- i. HMBLL shall retain exclusive use of the batting cage area on a year-round basis. Maintenance is detailed in [Exhibit D \(“HMBLL Maintenance”\)](#).
- j. HMBLL shall have exclusive use of the concession stand and refrigerator and freezer units during each season. HMBLL shall be responsible for maintenance as detailed in [Exhibit D \(“HMBLL Maintenance”\)](#).
- k. HMBLL shall manage the day-to-day scheduling of in-season use of the Premises within the agreed to schedule and provide the City access to the detailed schedule of activities. The City shall be given written notice of any changes in scheduled activities.
- l. HMBLL shall not permit the use of the Premises by any other user, except as otherwise authorized, in writing, by the City. Any requests for use of the Premises shall be referred to the City’s Parks and Recreation Division and may be subject to a separate agreement or permit with the City.

- m. HMBLL shall support volunteer efforts to reduce the use of single use plastics by promoting the use of reusable water bottles during all Little League activities.
 - n. HMBLL retains ownership and maintenance responsibility of scoreboards and control units.
5. General Rights and Responsibilities of City:
- a. City shall be responsible for the provision and payment of all utilities and services including electricity, water, and solid waste services for the Property and Premises.
 - b. City shall provide HMBLL with at least 72 hours-notice of any planned, non-emergency maintenance, repairs, construction, or other interruption during any season. City shall have the right to make any necessary emergency repairs or maintenance, at its sole discretion, without prior notice. In such cases, City will endeavor to provide notification to HMBLL as soon as possible.
 - c. City shall retain access and use of the concession stand including refrigerator and freezer units during each off-season and such use may be arranged with HMBLL during each season.
 - d. City shall control and maintain the parking lot which serves both the Property, Premises and adjacent open space recreational uses. Until paved, the City shall make a reasonable effort to provide quarterly maintenance/graveling of the parking lot.
 - e. City shall clean and maintain the permanent restrooms. Additionally, City shall provide temporary restroom facilities from February through July for HMBLL activities as deemed necessary by City.
 - f. City shall be responsible for providing, maintaining, and replacing supplies and equipment listed in [Exhibit E \(“Equipment & Supplies Provided by City”\)](#) as necessary.
 - g. City shall inform and solicit input from the HMBLL on any proposed master plan and capital improvements affecting the Premises or Property.
 - h. The City is contemplating a major capital improvement project for Smith Field during the term of this agreement. The City will make every effort to maintain access to HMBLL during this project, but there may be times in which access will be severely limited or restricted. The City agrees to coordinate with HMBLL to limit impacts while protecting public safety in the vicinity.
6. Maintenance, Repairs, and Alterations:

- a. Following the above referenced site visit and baseline repairs, HMBLL shall perform the repairs and maintenance shown in [Exhibit D \(“HMBLL Maintenance”\)](#), attached hereto.
 - b. Following the above referenced site visit and baseline repairs, City shall perform the repairs and maintenance shown in [Exhibit F \(“City Maintenance”\)](#), attached hereto.
 - c. If HMBLL, its agents or contractors cause any damage to the Premises, or to other City property and improvements in connection with the exercise of this Agreement, HMBLL shall repair and restore the Premises and Property to their original condition. HMBLL shall promptly perform the repair and restoration, and in any event shall complete the work prior to the expiration of the Agreement. Any uncompleted work may be performed by City and charged to HMBLL, who shall promptly reimburse the City. This section shall survive termination of this Agreement.
 - d. Any work by HMBLL to improve or alter the Premises shall be at HMBLL’s sole cost and shall not be performed without written approval of the City prior to commencement of work HMBLL shall provide the City a minimum fifteen (15) days’ notice of any proposed improvements or alterations unless deemed to be an imminent risk to public health and safety.
 - e. With the exception of regular, recurring field maintenance, HMBLL shall submit any proposed improvements or physical modifications to the City in advance of contracting for or commencing improvements. HMBLL shall be responsible for securing any required City approvals, permits, and authorizations for improvements to the premises proposed by HMBLL.
 - f. HMBLL shall comply with state prevailing wage laws for any contract over \$1,000 for maintenance, alteration, demolition, installation, or repair work on the Premises and any pre-construction work on the Premises that meet the definition of public work under Labor Code sections 1771 and 1720, (unless an applicable exception applies as determined to the reasonable satisfaction of the City Attorney) including registering the contract with the Department of Industrial Relations (DIR), requiring the contractor to register with DIR, and including required notices in the contract.
7. **Ownership of Improvements:** The City retains ownership of all improvements on the Premises including buildings, fixtures, wall and floor coverings, built-in appliances, and field improvements including but not limited to fences, and viewing stands. HMBLL shall retain ownership of all other equipment (bases, pitching rubbers, pitching machines, supplies and materials typically purchased and maintained by HMBLL and not otherwise included in the foregoing [Exhibit C “Equipment & Supplies Provided by HMBLL”](#)) purchased or otherwise provided by HMBLL.

8. Assumption of Risk: HMBLL hereby assumes all risk of damage to any property under the control or custody of HMBLL while upon the Premises or rights of way of City or in proximity thereto.
9. The rights granted herein shall not be construed as a grant of title or any interest in the real property affected and this Agreement shall not be recorded. The rights granted herein shall not be construed to create any future obligation of either party in addition to those expressly set forth herein. Except as is reasonable for the permitted uses as outlined in Section 1 of this Agreement, HMBLL agrees not to interfere with the peaceful and quiet enjoyment of the Premises or neighboring properties.
10. The City makes no representation or warranty to HMBLL or anyone else as to the physical condition of the Premises. HMBLL, its employees, volunteers, agents, consultants, contractors or any party that enters the Premises in connection with this Agreement shall enter onto the Premises at their own risk. Subject to Section 6a. above, HMBLL hereby acknowledges that it has inspected the Premises, and represents that it is satisfied with the physical condition of the Premises.
11. HMBLL, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges the City, of and from, any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, damages, expenses, penalties, fines or compensation whatsoever, direct or indirect, which HMBLL now has or which HMBLL may have in the future on account of or in any way arising out of or in connection with (i) the use by HMBLL (or HMBLL's agents, contractors, employees, volunteers, or invitees) of the Agreement, and (ii) claims by third parties (or any right to seek indemnity or contribution for such third party claims) that arise from personal injury, damage or hazardous material exposure occurring on the Premises during the Term (or any holdover period).
12. Indemnification and Hold Harmless: HMBLL shall indemnify, defend (with counsel acceptable to City), and hold harmless City, its officers, agents, employees, consultants, contractors and representatives, and their respective heirs, legal representatives, successors and assigns, and each of them, from and against any claims, damages, costs, expenses, liabilities or losses of any kind, including, without limitation, injury or death to persons (including, without limitation, HMBLL's employees and contractors), or damage to property, and reasonable attorney's fees and litigation costs (collectively "Claims") arising out of or in any way connected with HMBLL's use of the Premises or performance of its rights and

obligations under this Agreement, including acts or omissions, regardless of HMBLL's fault or negligence, including any of the same resulting from City's alleged or actual negligent act or omission, or those of its officers, agents, contractors, consultant, representative, or employees; except to the extent that any such Claims are adjudicated to have proximately resulted from the sole negligence or willful misconduct of City. HMBLL will be liable for any environmental issues and clean-up that are caused because of HMBLL's use of the Premises and shall indemnify, defend and hold harmless City from any and all Claims, including without limitation reasonable attorneys' and expert fees and litigation costs, to the extent arising out of any such environmental issues or clean-up. This indemnification, hold harmless, and duty to defend shall survive termination of this Agreement and shall extend to Claims described herein asserted after termination of this Agreement. HMBLL agrees to require its contractors to indemnify, defend, and hold harmless the City to the same extent.

13. Insurance:

- a. HMBLL shall procure and maintain, and shall require all of its contractors and subcontractors performing work on the Premises to procure and maintain, throughout the Agreement Term, the following insurance coverage against claims for injuries to persons or damages to property occurring in or about the Premises that may arise from or in connection with use of the Premises by HMBLL or its contractors, agents, representatives, employees, volunteers, or subcontractors. HMBLL shall submit coverage verification for review and approval by City.
- b. Nothing contained in these insurance requirements is to be construed as limiting the extent of HMBLL's responsibility for payment of damages resulting from its operations under this Agreement. HMBLL's failure to provide or maintain, or cause to be provided or maintained by the appropriate party or parties, the insurance required by this Agreement shall not affect HMBLL's obligations under this Agreement.
- c. Companies writing the insurance under this paragraph shall be authorized to do business in the State of California. Insurance is to be placed with insurers possessing an A.M. Best rating of no less than A:VII.
- d. HMBLL shall procure and maintain, and shall require all of its contractors and subcontractors performing work on the Premises to procure and maintain, throughout the Agreement Term, the following insurance coverage against claims

for injuries to persons or damages to property occurring in or about the Premises that may arise from or in connection with use of the Premises by HMBLL or its contractors, agents, representatives, employees, volunteers, or subcontractors.

i. **Workers' Compensation Coverage.** Workers' compensation insurance and employer's liability insurance for HMBLL's employees in accordance with Sections 3700 et seq. of the California Labor Code. In addition, HMBLL shall require each contractor and subcontractor working on the Premises to similarly maintain workers' compensation insurance and employer's liability insurance for all of their employees in accordance with Sections 3700 et seq. of the California Labor Code. The workers' compensation policy shall include employers' liability in an amount not less than \$1,000,000 for each accident, bodily injury by disease, and \$1,000,000 for each employee bodily injury by disease. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by HMBLL, its contractors, employees, agents and subcontractors.

ii. **General Liability Coverage.** HMBLL shall maintain and shall require its contractors and subcontractors performing work on the Premises to maintain commercial general liability insurance and umbrella or excess liability insurance covering all operations by or on behalf of HMBLL providing insurance for bodily injury liability and property damage liability for the following limits per occurrence and including coverage for: (1) premises, operations and mobile equipment; (2) products and completed operations; (3) broad form property damage (including completed operations); (4) explosion, collapse, and underground hazards; (5) personal and advertising injury; and (6) contractual liability.

1. **Liability Limits.** (A) \$2,000,000 for each occurrence, combined single limit for bodily injury and property damage; (B) \$2,000,000 general aggregate, which must apply separately to the Project.

iii. **Automobile Liability Coverage.** HMBLL and any contractor or subcontractor conducting work on the Premises on behalf of HMBLL shall maintain automobile liability insurance in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage for all activities arising out of or in connection with the Project. All automobiles and trucks owned, non-owned or hired shall be covered.

- e. If HMBLL or its contractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by HMBLL. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- f. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. Additional Insureds. The City and its officers, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of HMBLL or its contractor on the Premises. General liability coverage can be provided in the form of an endorsement to HMBLL's and contractor's insurance, or as a separate owner's policy.
 - ii. HMBLL and Contractor's Policy Primary. For any claims related to the use of the Premises, HMBLL's policies and its contractor's policies shall be considered primary insurance as to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be excess of HMBLL and is Contractor's insurance only and shall not contribute with it.
- g. Notice. HMBLL and its contractor shall not cancel, assign, or change any policy of insurance required by this Agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing 30 days prior written notice to the City. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, the HMBLL or its contractor shall immediately provide written notice to City and obtain substitute insurance meeting the requirements of this Agreement. Nothing in this subsection relieves HMBLL of its obligation to maintain and require all insurance required by this Agreement at all times during the Agreement Term.
- h. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents and volunteers; or (2) HMBLL shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- i. No insurance policy required herein shall be written as claims-made coverage. Insurance must be written on an occurrence basis.
- j. Failure of the City to enforce in a timely manner any of the provisions of this Agreement, including the insurance provisions, shall not act as a waiver to enforcement of any of these provisions at a later date. The City reserves the right to request complete, certified copies of all required insurance policies, including endorsements, required by these provisions, at any time.
- k. HMBLL hereby agrees to waive rights of subrogation that any insurer of HMBLL may acquire from HMBLL by virtue of the payment of any loss. HMBLL agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. HMBLL shall require its contractors and subcontractors performing work on the Project to similarly waive rights of subrogation.
- l. City reserves the right to modify these requirements, including limits, based on special circumstances.
- m. Evidence of Insurance: Prior to City executing this Agreement, HMBLL shall provide to City for its approval (1) certificates of insurance and (2) original written endorsements as evidence of the insurance coverage required by this Agreement. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. Certificates and endorsements shall be filed with the City and are considered an integral part of this Agreement. Failure of HMBLL to provide satisfactory evidence of insurance or failure of City to approve satisfactory evidence of insurance shall not operate as a waiver of these insurance requirements.
- n. If HMBLL fails to procure or maintain or require the appropriate party to procure or maintain the insurance required by this Section in full force and effect throughout the Agreement Term, this Agreement may be terminated immediately by City and be of no further force or effect.
- o. City reserves the right to modify these insurance requirements at any time based on special risks or circumstances.
- p. Sexual Abuse/Molestation Insurance coverage at least as broad as Insurance Services Office form CG 00 01 shall be maintained by HMBLL for all

activities/services involving minors and vulnerable populations. Coverage may be included under Commercial General Liability or be obtained in a separate policy, with a limit of no less than \$2,000,000 per occurrence for bodily injury, sexual abuse and molestation coverage, personal injury, and property damage, including without limitation, blanket contractual liability.

14. Destruction of Premises: Should there be a destruction of the Premises by an event such as flood, fire or earthquake, then the City may in its sole discretion determine whether or not to rebuild the Premises and in what configuration.
15. Assignment: HMBLL shall not assign or encumber its interest in this Agreement without first obtaining City's written consent. Any assignment, without consent from City shall be voidable and at the City's election, shall be a default.
16. Default and Termination:
 - a. In the event HMBLL fails to comply with any terms or conditions of this Agreement, City may notify HMBLL in writing of the occurrence of such non-compliance, which non-compliance must be corrected within thirty (30) days after written notice, or lesser period, in event of a situation determined in good faith to be an emergency situation. If the nature of HMBLL's default is such that more than 30 days are reasonably required for its cure, then the HMBLL shall not be deemed to be in default if it shall commence such cure within said 30-day period and thereafter diligently prosecute such cure to completion. Failure to so correct said deficiency within said period of time will be grounds for immediate termination of this Agreement by City.
 - b. Otherwise, either party may terminate this Agreement at any time, and for any reason, by giving one hundred and eighty (180) days written notice to the other party.
17. Return of Premises: At the end of the Term or upon earlier termination of this Agreement, HMBLL shall remove, at its sole cost and expense, from the Premises all personal property placed on the Premises by HMBLL or its agents and leave the Premises free of any such material and free of any hazards created by HMBLL's use of the Premises. Any improvements to the Premises that are fixed to the Premises building shall remain in place. Without limiting any of the foregoing, the Premises shall be returned to the City in a condition that is reasonably satisfactory to the City in its sole discretion. The City reserves the right to inspect the Premises and request HMBLL to cause the Premises to be returned to its condition prior to the Agreement. This section shall survive the termination of this Agreement.
18. Entry: City and its authorized representatives shall have the right to enter upon the Premises at all times in order to carry out City business. City, however, in order to

provide as little interference as possible, intends not to exercise said rights on days when HMBLL is scheduled to use the Premises without a twenty-four (24) hour notice unless City, at its sole discretion, deems an emergency exists and, in such case, shall go upon said Premises and perform its responsibilities.

City will endeavor to conduct its business in and on Premises in a manner that will cause the least possible inconvenience, annoyance or disturbance to HMBLL.

19. Dispute Resolution: Both parties agree to work together to resolve any disputes that may arise during the term of this Agreement.

20. Contact Information:

a. HMBLL's contact information for notices or communications under this Agreement is as follows:

Name: Justin Kern, Board President
Address: PO Box 589
Half Moon Bay, CA 94019
Telephone: 312-451-3302
E-mail: justinwkern@gmail.com

b. City's contact information is as follows:

Name: John Doughty, Assistant City Manager
Address: 501 Main Street
Half Moon Bay, CA 94019
Phone: 650-726-8252
Email: jdoughty@hmbcity.com

Any notice will be deemed made on the day it is mailed by Certified U.S. mail or e-mailed.

21. Miscellaneous Provisions:

a. This Agreement can only be modified or altered by a written instrument bearing the signatures of both parties.

b. The terms of this Agreement are rendered void if the HMBLL dissolves, liquidates, ceases its non-profit character or ceases to exist.

c. It is mutually agreed that a primary requisite of this Agreement is that the Premises will be made available and conducted as a program open to the public without discrimination.

d. HMBLL and City will work together to carry out the spirit and stated objectives of this Agreement.

- e. All obligations of each party are expressly made conditions, any breach of which shall, at the option of the other party, terminate this Agreement.
 - f. The title or headlines to paragraphs shall not affect the interpretation of provisions.
 - g. The provisions in this Agreement shall apply to and bind the successors, and assigns the parties, except as provided in the provisions regarding assignment.
 - h. Time is of the essence.
 - i. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.
 - j. HMBLL and any officers, employees, contractors, or volunteers are independent, and not agents, subagents, or employees of City.
 - k. HMBLL and any officers, employees, contractors, or volunteers shall not have any claim under this agreement or otherwise against the City for any social security, worker's compensation, or employee benefits extended to employees of the City.
 - l. Photographs or recordings taken of any HMBLL activities on the Premises that include HMBLL's image or the image of HMBLL's personnel may be used by the City for any purpose subject to any applicable copyright restrictions held by a third-party copyright holder.
 - m. HMBLL acknowledges that it has no right to or promise for an extension of this Agreement or authorization to use the Premises under a new agreement following expiration or termination of this Agreement. HMBLL waives any rights or claims it may have to notice or hearing respecting any failure by City to renew or extend this Agreement or make any other authorization to use the Premises.
 - n. The HMBLL representative signing below hereby represents to the City that he/she is HMBLL's authorized representative with full power and authority to bind HMBLL to the terms and provisions of this agreement.
22. Entire Agreement: The foregoing constitutes the entire agreement of the parties and may be modified only by a writing signed by the parties.

WHEREAS, the parties hereto have executed this Agreement the day and year first above written.

HALF MOON BAY LITTLE LEAGUE, a California non-profit corporation

By: _____
Justin Kern
Board President

CITY OF HALF MOON BAY, a municipal corporation

By: _____
Matthew Chidester
City Manager

APPROVED AS TO FORM

By: _____
Catherine Engberg
City Attorney

ATTACHMENTS:

- Exhibit A: (“Site Plan of Premises”)
- Exhibit B: (“Premises Use Schedule”)
- Exhibit C: (“Equipment & Supplies Provided by HMBLL”)
- Exhibit D: (“HMBLL Maintenance”)
- Exhibit E: (“Equipment & Supplies Provided by City”)
- Exhibit F: (“City Maintenance”)

Exhibit A
Site Plan of Premises



PREMISES

Exhibit B
Premises Use Schedule

During the term of this Agreement, HMBLL shall have the non-exclusive right to use the Premises pursuant to this Agreement as follows:

1. Traditional Little League Baseball Season: (January 1 - June 30)
Includes Fields 1, 2, 3, 4, and 5
2. All Stars/Post Season: (July 1 - July 31) for playoffs and tournaments.
Includes Fields 1, 2, 3, and 4
3. Little League Fall Ball: (September 1- October 31)
Includes Fields 1, 2, 3, and 5
4. Tryouts: (December)
Intermittent use and subject to weather

This schedule is subject to the annual reservation request process set forth in Section 4.a.i of the Agreement.

Exhibit C
Equipment & Supplies Provided by HMBLL

1. Bases, plates and pitching rubbers
2. ATV (Gator Cart)
3. Field maintenance equipment (including dragging screen)
4. Chalking/Field Marking equipment and chalk
5. Baseballs, bats, gloves, catchers equipment
6. Tools such as shovels, rakes, and tamps
7. Tarps (for batter's box, pitching mound, and other protective infield areas)
8. Backstop padding
9. Trash receptacles and liners for inside dugouts
10. Marking paint
11. Infield clay drying agents
12. Hoses
13. Bleacher/dugout shade cloth
14. Little League flag

Exhibit D
HMBLL Maintenance

HMBLL shall be responsible for the following:

1. HMBLL is responsible for general custodial care of the snack shack interior and storage room within the snack shack building during each season including refrigerator and freezer units
2. Maintenance of scoreboards
3. Clean-up of related litter and debris on all baseball fields, dugouts, bleacher areas, batting cages, bathroom and parking areas after each game or practice and deposit of all garbage and recyclables including refuse from dugout receptacles
4. Prior to start of each season, HMBLL shall grade infield areas as necessary.
5. During the season, HMBLL shall maintain the following areas of Fields 1-5:
 - a. Infield areas inclusive of batter boxes, home plate, pitcher mounds, and warning track
 - b. Bullpens
 - c. Dugouts
6. Preparation of fields for games including:
 - a. Dragging
 - b. Lining of infields
 - c. Removal of infield drying agents after each use in accordance with product label
7. Year-round maintenance of batting cages, netting, bleacher and dugout shade structure/cloth, storage areas and storage containers, and securing of any and all equipment. The area within and immediately adjacent to be batting cages shall be relatively weed free.
8. At the end of each season, HMBLL shall remove:
 - a. All HMBLL-owned equipment including food, condiments, and any and all items located in the refrigerator or freezer units
 - b. Temporary fencing, banners, and signs
 - c. Trash receptacles from dugouts
 - d. Little League flag

Exhibit E
Equipment & Supplies Provided by City

1. Seed and/or sod
2. Quick couplers
3. Garbage cans and liners in common areas
4. Portable toilets as necessary
5. Field mix
6. U.S. flag and flag pole
7. Wind blocks
8. Bleachers
9. Irrigation pipe/sprinkler heads

DRAFT

Exhibit F
City Maintenance

City shall be responsible for the following:

1. Janitorial maintenance of all restrooms and port-a-potties
2. All utility infrastructure:
 - a. Water
 - b. Sewer and irrigation improvements including
 - i. Pumps
 - ii. Tanks
 - iii. Backflow devices
 - iv. Fire hydrant
 - c. Electrical improvements
 - i. Electrical panels
 - ii. Breaker panels
 - iii. Main service connections
 - d. Lights for Field 3
3. Driveway and parking lot improvements
4. Field-specific maintenance requirements:
 - a. Pre-Season Tasks
 - i. Aeration, overseeding and mowing of outfield areas of Fields 1-5
 - ii. Sprinkler check and tuning
 - iii. Fertilization of outfield areas
 - b. Regular Season Tasks
 - i. Mowing of outfield areas weekly (weather permitting)
 - ii. Regular watering and sprinkler tuning
 - iii. Gopher, vole and mole removal as needed
 - iv. Maintenance, repair and replacement of fencing including backstops
 - v. Landscape maintenance of Premises including areas adjacent to outfield fences of Fields 1-5
 - vi. Repair and return fields and bullpen areas to playable condition in the event of irrigation failure or other circumstances outside of the control of HMBLL
 - c. Year Round
 - i. Turf maintenance
 - ii. Weed control, litter pick up, and general maintenance
5. Repairs and replacement as needed
 - a. Concession stand including refrigerator and freezer units
 - b. Fencing
 - c. Wind block material
 - d. Bleachers
 - e. Foul poles
 - f. Common area trash receptacles

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Mike Noce, Housing Programs Manager

TITLE: 555 KELLY AVENUE AFFORDABLE HOUSING DEVELOPMENT – CONSIDERATION OF EXCLUSIVE NEGOTIATIONS AGREEMENT BETWEEN THE CITY AND MERCY HOUSING

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager to execute an Exclusive Negotiations Agreement between the City of Half Moon Bay and Mercy Housing California to provide twelve months to negotiate an Affordable Housing and Property Disposition Agreement and the terms of a ground lease for a senior affordable housing development at 555 Kelly Avenue.

FISCAL IMPACT:

There is no fiscal impact directly associated with this action.

STRATEGIC ELEMENT:

This action supports the *Healthy Communities and Public Safety*, and *Inclusive Governance* Elements of the Strategic Plan.

BACKGROUND:

555 Kelly Avenue was purchased by the City in 2017 to preserve opportunities for future public/community uses. The property contains a single-family home which has been intentionally left vacant since prior to the City’s acquisition of the property and is currently used for storage by the City. The property is approximately 6,200 square feet and abuts the City’s Ted Adcock Community Center (TACC) parking lot.

During a Joint City Council and Planning Commission Work Session on November 9, 2021, 555 Kelly was prioritized as a key opportunity site for affordable housing. In early 2022, the City released a Request for Qualifications (RFQ) to solicit affordable housing development interest for the Site including 555 Kelly Avenue and the adjacent TACC parking lot. The RFQ was released on February 15, 2022, and closed on May 23, 2022. The City received one proposal from a two-agency team comprised of Mercy Housing California (Mercy) and Ayudando Latinos A Soñar (ALAS). The proposal conceptually included development of 40 studio rental units for

senior and retired farmworkers, as well as a Coastside Farmworker Resource Center to be managed by ALAS (the Project).

The City and Mercy previously executed an Exclusive Negotiations Agreement (ENA) in November 2022. The ENA subsequently expired in October 2024. The purpose of the previous ENA was to outline general tasks to be undertaken by both the City and Mercy as preparations for a formal entitlement (CDP) application were under review. During the previous ENA period (November 2022 – October 2024), Mercy completed activities including but not limited to the following: public outreach, community meetings, Architectural Review Committee evaluation, secured a Coastal Development Permit, and was awarded roughly \$6.2 million from State and County funding sources for the project. The prior ENA was allowed to expire given entitlements were issued and the City and Mercy were actively engaged in ground lease negotiations.

On March 3, 2023, the City Council authorized the allocation of \$1 million in Affordable Housing Funds for predevelopment costs associated with the development and entered into Predevelopment Loan Agreement. On May 2, 2023, the City Council authorized the allocation of \$1.5 million in County ARPA funds for predevelopment costs associated with the Development and entered into a Grant Agreement.

The Project received approval for a Coastal Development Permit (CDP) and Architectural Review from the Planning Commission on May 14, 2024. The approved project consists of 40 residential units for senior or retired farmworkers, affordable to Extremely Low and Very Low-Income households. The City Council held a hearing on June 26, 2024, to consider three appeals of the Planning Commission’s decision. Upon completion of the hearing process, the City Council voted to uphold the Planning Commission’s conditional approval of the CDP and created an Ad Hoc Committee to assist staff in the formal negotiation of an Affordable Housing and Property Disposition Agreement (AHPDA) and terms of a ground lease with Mercy. Additional information and staff reports related to various project milestones is posted on the City website at this [link](#).¹

DISCUSSION:

The City’s approval of the Coastal Development Permit for a 40-unit affordable senior farmworker project at 555 Kelly Avenue represented a critical milestone event. CDP approval combined with the original ENA represented sufficient site control to allow Mercy to actively maintain awarded funding requirements and seek funding from Federal, State, and County sources. Mercy has grant funds which are conditioned on maintaining site control. Mercy also indicates that other funding opportunities may not be available absent site control.

Mercy recently requested the City consider approval of a new ENA to provide evidence of “site control” to existing and potential funders. The new ENA would fill the gap between now and execution of an AHPDA, and negotiation of terms of a ground lease. By its own terms, approval of an ENA does not obligate either party to execute an AHPDA and/or terms of a ground lease.

¹ [555 Kelly Avenue - Affordable Housing RFQ | Half Moon Bay, CA \(half-moon-bay.ca.us\)](https://www.half-moon-bay.ca.us/555-Kelly-Avenue-Affordable-Housing-RFQ)

Entitlement issuance does not constitute control of the building site under conditions of typical affordable housing funding agencies. Mercy indicates (and staff concurs) that Mercy needs to demonstrate that they are actively engaged in negotiations with the City to preserve existing funds and to seek additional funds. Mercy is confident that a new ENA will be sufficient to retain existing State funds and support applications for new funds. As the lease negotiations are currently active, a second ENA is requested to affirm the City and Mercy are currently in good faith negotiations on the land lease and affordable housing covenant.

Mercy received a grant award of \$2.76 million from the State under the Infill Infrastructure Grant (IIG) program which requires the developer (Mercy) demonstrate ongoing negotiations of a land lease agreement with the City. The CA Department of Housing and Community Development (HCD) requires a firm commitment from developers as part of a standard agreement that Mercy is required to execute in January or February of this year.

In early 2025, Mercy will be applying to additional funding sources that will also require Mercy to demonstrate similar commitments. With a new ENA in place while land lease and affordable housing covenant negotiations are taking place, Mercy will be eligible to apply to these sources, which include HCD's Joe Serna Farmworker Housing Grant, San Mateo County Affordable Housing Fund, and County and Federal rental subsidies.

CONCLUSION:

Mercy is seeking approval of an ENA with a term beginning on January 21, 2025 (or immediately following) and running through approximately January 21, 2026. The ENA would automatically become null and void upon: 1) execution of an AHPDA and ground lease or 2) either parties decision to cease negotiation.

ATTACHMENTS:

1. Resolution
2. Draft ENA

RESOLUTION NO. C-2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXCLUSIVE NEGOTIATIONS AGREEMENT WITH MERCY HOUSING CALIFORNIA TO PROVIDE TWELVE MONTHS TO NEGOTIATE AN AFFORDABLE HOUSING AND PROPERTY DISPOSITION AGREEMENT AND TERMS OF A GROUND LEASE FOR A SENIOR AFFORDABLE HOUSING DEVELOPMENT AT 555 KELLY AVENUE.

WHEREAS, the City of Half Moon Bay (City) owns two parcels located at 555 Kelly Avenue and 535 Kelly Avenue (the Site) (Assessor Parcel Numbers 056-150-200 and 056-150-220); and

WHEREAS, on February 15, 2022, the City issued a Request for Qualifications (RFQ) for the development of affordable housing on the Site that may target a range of affordable housing types and underserved populations; and

WHEREAS, Mercy Housing California (Mercy Housing), in partnership with Ayudando Latinos A Soñar (ALAS), submitted a response to the RFQ proposing construction of a 40-unit affordable farmworker housing development for households with extremely low or very low incomes (maximum of 30% or 50% of the Area Median Income), with the development to include associated amenities as well as a farmworker resource center serving the local community (the Project); and

WHEREAS, on November 3, 2022, the City entered into an Exclusive Negotiations Agreement (First ENA) with Mercy Housing to enable Mercy Housing's affiliate, Mercy Housing California 110, L.P., a California limited partnership (Developer) to carry out predevelopment and development activities associated with the Project; and

WHEREAS, the purpose of the First ENA was to outline general tasks to be undertaken by both the City and Mercy as preparations for a formal entitlement (Coastal Development Permit – CDP) application were under review; and

WHEREAS, entitlements were issued when the City Council held an appeals hearing on June 26, 2024 and upheld the Planning Commission's earlier decision to approve a CDP and Architectural Review on May 14, 2024 for the Project; and

WHEREAS, the First ENA was allowed to expire on October 30, 2024 while the City and Mercy were actively engaged in ground lease negotiations; and

WHEREAS, Mercy Housing requested a new ENA (Second ENA) to provide evidence of "site control" to existing and potential State and County funders while the negotiations of affordable housing covenants and terms of a ground lease are ongoing; and

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute an Exclusive Negotiations Agreement between the City and Mercy Housing to provide twelve months to negotiate an Affordable Housing and Property Disposition Agreement and the terms of a ground lease for a senior affordable housing development at 555 Kelly Avenue.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 21st day of January 2025, 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

Robert Brownstone, Mayor

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(555 KELLY AVENUE PROJECT)

This Exclusive Negotiating Rights Agreement (this "Agreement") is entered into as of this January 22, 2025 (the "Effective Date"), by and between the City of Half Moon Bay, a public body, corporate and politic, organized and existing under the laws of the State of California (the "City"), and Mercy Housing California, a nonprofit public benefit corporation (the "Developer"). The City and the Developer are collectively referred to herein as the "Parties" and sometimes individually as a "Party".

RECITALS

A. The City owns or controls certain real property located in the City of Half Moon Bay at 535 Kelly Avenue and 555 Kelly Avenue and depicted in Exhibit A attached hereto (the "Site" or, the "Property"), and consisting of APNs 05610200 and 056150220 (partial), covering an area of approximately 17,000 sf.; and

B. On February 15, 2022, the City issued a Request for Qualifications ("RFQ") to select a developer to develop on the Site an affordable housing development consistent with the general goals and requirements contained in the RFQ (the "Development"); and

C. Through the RFQ process, the Developer was selected as the developer of the Site; and

D. The City and Developer previously entered into an Exclusive Negotiations Agreement (First ENA) on November 3, 2022 that was extended twice and expired October 30, 2024; and

E. The City Council authorized the allocation of \$1 million in Affordable Housing Funds for predevelopment costs associated with the development and entered into Predevelopment Loan Agreement Dated March 3rd, 2023; and

F. The City Council authorized the allocation of \$1.5 million in County ARPA funds for predevelopment costs associates with the Development and entered into a Grant Agreement dated August 22, 2023; and

G. The Developer has been awarded funding from The California Department of Housing and Community Development (HCD) in the amount of \$2,756,304 under the Infill Infrastructure Grant (IIG) Program; and

H. The Developer received approval of a Coastal Development Permit (PDP-23-034) from the City on June 26, 2024 following the denial of three appeals by the City and filing of NOFA with California Coastal Commission; and

I. The purpose of this Agreement is to establish: (1) the general tasks to be undertaken by the Developer and the City during the term of this Agreement as more particularly described in Article 2 of this Agreement; (2) the procedures and standards for the negotiation by the Parties of an Affordable

Housing and Property Disposition Agreement (the “AHPDA”); (3) the procedures and standards for the negotiation by the Parties of a Ground Lease; and (4) the terms, if any, under which the City may provide financial assistance to the Developer for development expenses to be incurred in connection with the Development (the “City Assistance”); As more fully set forth in Section 3.1, the Parties acknowledge and agree that this Agreement in and of itself does not obligate either Party to acquire or convey any property, does not grant the Developer the right to develop the Development, and does not obligate either Party to engage in any activities or incur any costs to develop the Development other than those activities set forth in Article 2 of this Agreement and the Schedule of Performance.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1.
EXCLUSIVE NEGOTIATIONS

Section 1.1 Good Faith Negotiations. During the Negotiating Period as defined in Section 1.2 below, and subject to the terms and conditions of this Agreement, both the City and the Developer shall proceed diligently and in good faith regarding negotiation and documentation of the potential terms, conditions, covenants, restrictions and agreements of a AHPDA and a Ground Lease between them and the terms of any City Assistance pursuant to such a AHPDA and a Ground Lease. The issues to be addressed in the negotiations include at a minimum: (i) the terms of a ground lease of the Site to the Developer; (ii) the physical and land title conditions of the Site and remediation of any adverse conditions on the Site; (iii) the specific roles, rights and responsibilities of each Party (iv) the development schedule for the Development; (v) the financing of the Development (including, without limitation, the terms of the City Assistance); and (vi) evaluate design and unit mix as outlined under the additional Conditions of Approval as provided under the conditions of PDP-23-024 including Architectural Refinements (G PC-1) and Potential Change in Unit Mix (G. PC -4). The Parties may include additional issues in the negotiations at their mutual agreement.

The Parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 of this Agreement to facilitate the negotiation of a mutually satisfactory AHPDA and the terms of a Ground Lease and the terms of any City Assistance and shall exercise reasonable efforts to complete discussions relating to the terms, conditions, covenants or restrictions of a AHPDA and Ground Lease and any City Assistance, all as may be mutually acceptable to both the City and the Developer. The exact terms and conditions of a AHPDA and Ground Lease and the City Assistance, if any, shall be determined during the course of these negotiations.

Section 1.2 Negotiating Period. The negotiating period under this Agreement is a period of 365 days, commencing on the Effective Date (the “Negotiating Period”). The Negotiating Period may be extended twice, each time for an additional 30-day period by the written agreement of the Parties, as provided below. The City Manager of the City, or his or her designee, has the authority to agree to such extension(s) on behalf of the City if, in the City Manager’s or designee’s judgment, sufficient progress has been made toward the execution of a mutually acceptable AHPDA and agreement on the terms of a Ground Lease and the terms of the City Assistance, if any, during the Negotiating Period to merit such an extension.

If an AHPDA has not been executed by the Parties prior to the expiration of the Negotiating Period or mutually agreed upon extension of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement. If an AHPDA is executed by the Parties prior to the expiration of the Negotiating Period or mutually agreed upon extension of the Negotiating Period, this Agreement shall terminate, and all rights and obligations of Parties shall be as set forth in the executed AHPDA and any documentation evidencing the City Assistance, if applicable.

The Negotiating Period may also be extended for the period of time that Developer’s

compliance is delayed, through no action or omission of Developer, by a Force Majeure Event. For purposes hereof, "Force Majeure Event" means (i) acts, failures to act and/or delays of the City in accordance with the Schedule of Performance; (ii) acts of God; (iii) flood, fire, earthquake, explosion, pandemic; (iv) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) national or regional emergency, or other event out of Developer's reasonable control that impacts the ability of Developer or City to meet milestone deadlines as set forth in this Agreement. The foregoing notwithstanding, any extension due to a Force Majeure Event shall run from the time of commencement of the Force Majeure Event, but only if written notice is delivered by Developer to City within thirty (30) days following such commencement of the cause of such Force Majeure Event, and shall continue for the period of time that such Force Majeure Event materially impacts Developer's or City's ability to comply with the Schedule of Performance and for a period no longer than 240 days.

Section 1.3 Exclusive Negotiations. During the Negotiating Period, the City shall not negotiate with any entity, other than the Developer, regarding development of the Site, or solicit or entertain bids or proposals to do so.

ARTICLE 2. NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the AHPDA and the terms of a Ground Lease, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 of this Agreement in a timeframe that will support negotiation and execution of a mutually acceptable AHPDA and the terms of a Ground Lease prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Development. Within forty-five (45) days of the execution of this Agreement, the Developer will provide the City with the most up-to-date financial analysis for the construction of the Development. The financial analysis submitted by the Developer shall be refined by the Parties during the Negotiating Period.

Section 2.3 Property Management and Supportive Services. During the Negotiating Period, the Parties will negotiate the terms of property management and any supportive service provision, if any, which may be provided separately from the general resident services provided on site.

Section 2.4 Sub-Lease of Space to Ayudando Latinos a Sonar ("ALAS"). During the Negotiating Period, the Parties will negotiate the terms of any sub-lease of space within the Development to ALAS for the purpose of providing specific resident and community services and activities.

Section 2.5 Parties' Relationship. During the Negotiating Period, the Parties will define the relationship between each other regarding the rights, responsibilities and roles of each Party

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate

either the City or the Developer to enter into a AHPDA and a Ground Lease. By executing this Agreement, the City is not committing itself to or agreeing to undertake conveyance, acquisition, or disposition of any parcels in the Site. By executing this Agreement, the City is merely agreeing to negotiate exclusively with the Developer for a particular period of time in accordance with the terms hereof, reserving for the City's subsequent action the final discretion and approval regarding the execution of a AHPDA and all proceedings and decisions in connection therewith. Any AHPDA resulting from negotiations pursuant to this Agreement shall become effective if and only if and after such AHPDA and Ground Lease has been considered and approved by City and executed by duly authorized representatives of City and Developer. Unless and until a AHPDA is signed by the Developer, approved by the City and executed by the City, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a AHPDA and a Ground Lease or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document.

Section 3.2 City Approvals. Developer shall be responsible for obtaining any subsequent approval required for the Project, including payment for all of City's costs of processing such approvals. Nothing set forth herein shall be construed as a grant of any such approvals, nor as an obligation on the part of City to grant such approvals.

Section 3.3 Notices. Formal notices, demands and communications (other than day to day routine communications) between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by facsimile with a copy delivered by one of the previous three methods, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

City: City of Half Moon Bay
Community Development Department
501 Main Street
Half Moon Bay, CA 94109
Attn: Director
Reference: 555 Kelly Avenue Project

With a copy to:
Catherine Engberg
City Attorney
Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102

Developer: Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Ramie Dare

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.4 Right of Entry.

The Developer and its consultants shall have the right to enter upon the Site during normal business hours to carry out normal business activities such as carrying out visual observations, meeting with City staff regarding the Development, etc. No formal notice is required for such activities on the Site. The Developer and its consultants will work with the City staff to give reasonable advance notice for any such planned activities on the Site.

The Developer and its consultants shall obtain the City's written approval, which may be requested and provided via email, prior to entering upon the Site to conduct physical investigations in accordance with this Agreement. Any such requests shall include, at a minimum, a description of the work to be performed and any expected disruption to the physical state of the Site or the normal activity of City staff on the Site, the names and company affiliations of any personnel that will perform such work, a projected schedule for the work, and a copy of liability insurance certificates covering the right of entry and naming the City, its employees and affiliates as an additional insured. Such work, once approved, shall be conducted during normal business hours, unless otherwise approved by the City. In connection with such entry and investigation, the Developer shall: (i) give the City or its designee reasonable advance notice; (ii) repair and restore any damage it may cause; (iii) carry liability insurance covering the right of entry naming the City as an additional insured; and (iv) deliver to the City, within ten (10) days of receipt thereof, a complete copy of any investigation, test, report or study which the Developer conducts, or causes to be conducted, with respect to the Site.

Section 3.5 Costs and Expenses. Except as explicitly set forth in this Agreement, each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each Party's obligations under this Agreement.

Section 3.6 No Commissions. Each Party represents to the other that it has not retained the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this transaction of the subject discussions, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDLA that may result from this Agreement, unless the City retains a broker, agent or finder.

Section 3.7 Defaults and Remedies.

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) days after receipt by the defaulting Party of such notice, or, if the default cannot be cured within 15 days, if the defaulting party fails to commence to cure within 15 days and thereafter diligently pursue such cure

and complete such cure within a reasonable period thereafter, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies.

(1) In the event of an uncured default by the City, the Developer may either: (a) seek specific performance; or (b) terminate this Agreement, in which case following such termination, neither Party shall have any further right, remedy or obligation under this Agreement.

(2) In the event of an uncured default by the Developer, the City's sole remedy shall be to terminate this Agreement. Following such termination, neither Party shall have any right, remedy or obligation under this Agreement.

Except as expressly provided above, neither Party shall have any liability to the other Party for damages or otherwise for any default, nor shall any Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.8 Termination.

(a) This Agreement may be terminated at any time by mutual consent of the Parties.

(b) Developer shall have the right to terminate this Agreement, effective upon 30 days' written notice to the City that Developer has determined the Project to be financially or physically infeasible, provided that the City has reviewed and agreed with Developer's determination. Notwithstanding the foregoing, if the City approves revisions to the proposed Development to address Developer's determination of infeasibility during the 30-day period following Developer's notice, this Agreement shall remain in effect.

Section 3.9 Effect of Termination. If the Parties have not entered into a AHPDA prior to the termination of this Agreement as provided herein, or prior to the expiration of the Negotiating Period (as it may be modified by the Parties pursuant to Section 1.2 of this Agreement), this Agreement shall terminate, and there shall be no further liability or obligation on the part of any of the Parties or their respective officers, employees, agents or other representatives; provided however, the provisions of Section 3.4 (Right of Entry) to the extent necessary to repair or restore any damage caused by Developer, Section 3.19 (Confidentiality), and Section 3.20 (Indemnification) shall survive such termination.

Section 3.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.11 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

Section 3.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.13 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder except with the prior written consent of the City, which consent

shall be granted or withheld in the City's reasonable discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void. Notwithstanding the foregoing and subject to the City's consent, which consent shall not be unreasonably withheld, Developer may assign its rights and obligations hereunder to a limited partnership in which Developer or its wholly owned affiliate is the managing member of the general partner.

Section 3.14 Non-Recourse to Agents. No member, official, employee, agent, or consultant of any Party to this Agreement shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this Agreement.

Section 3.15 No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and the Developer and no other person shall have any right of action under or by reason of this Agreement.

Section 3.16 Actions by the City. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager of the City or his or her designee shall constitute the approval, consent, authorization or waiver of the City without further action of the City.

Section 3.17 Relationship of the Parties. The subject of this Agreement is a co-development undertaking between the Parties for coordinated development of the Site. Aside from the relationship between the Parties described herein and to be further negotiated under this Agreement for inclusion in the executed AHPDA, and a Ground Lease neither Party is acting as the agent of the other Party in any respect, and none of the provisions in this Agreement shall be deemed to render the City a partner in any additional business, venture, or enterprise of Developer.

Section 3.18 Cooperation. In connection with this Agreement, the Developer and the City shall reasonably cooperate with one another to achieve the objectives and purposes of this Agreement. In so doing, the Parties shall each refrain from doing anything that would render its performance under this Agreement impossible, and each shall do everything that this Agreement contemplates that the Party shall do to accomplish the purchase of this Agreement.

Section 3.19 Confidentiality. The Parties enter into this Agreement with the understanding that during the negotiations, the City may request that Developer provide certain information that is proprietary in order for the City to verify financial, operational or trade secret information that is relevant to the negotiations of the AHPDA and the Ground Lease and that will serve the public interest in assisting the City to negotiate effectively. Any such information requested by the City, and if Developer reasonably designates and clearly marks any such information as confidential or proprietary, then the City shall not disclose such information publicly without Developer's consent, except to the extent that the City is compelled to make such a disclosure under applicable law. The City agrees to notify Developer of any public records request that involves information that Developer has designated as confidential or proprietary under this Agreement. Developer agrees to bear all the costs of any litigation that is filed to determine the applicability of the public records law to documents submitted by Developer and designated as confidential or proprietary under this Section. Developer acknowledges that the final draft of the AHPDA and the Ground Lease proposed for endorsement and/or approval by the City Council will be

made available to the public.

Section 3.20 Indemnification. Developer hereby covenants to indemnify, hold harmless and defend the City and its respective elected and appointed officials, officers, agents, representatives and employees (all of the foregoing, collectively the “Indemnitees”) from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorney’s fees and costs of litigation) (all of the foregoing, collectively the “Claims”) arising out of any act of negligence, misfeasance or willful misconduct of Developer in connection with this Agreement or the activities contemplated hereby. Developer shall have no indemnification obligation with respect to claims arising solely out of the negligence, misfeasance or willful misconduct of the City. Developer’s indemnification obligations set forth in this Section 3.22 shall survive the expiration or earlier termination of this Agreement.

Section 3.21 Waiver of Claims. Developer expressly and absolutely waives any and all claims against the City or the City property, directly or indirectly, arising out of, or in any way connected with, any or all of the following matters:

- (a) Any aspect of the Request for Qualifications for 555 Kelly Avenue (the “RFQ”), including any information or material set forth therein or referred to therein;
- (b) Any modification, or suspension of the RFQ, or informalities or defects therein; and
- (c) Any defects in the selection procedure identifying Developer as the preferred developer conducted by the City or any act or omission of the City with respect thereto, or any release or dissemination of any information submitted by Developer to the City prior to the Effective Date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

THE DEVELOPER:

MERCY HOUSING CALIFORNIA

By: _____
Ramie Dare, Vice President

CITY:

CITY OF HALF MOON BAY

By: _____
Matthew Chidester, City Manager

EXHIBIT A
PROPERTY DESCRIPTION



BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager

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

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute Amendment Seventeen to the Agreement for Law Enforcement Services between the County of San Mateo and City of Half Moon Bay, under the new Rates/Payments schedule.

FISCAL IMPACT:

The estimated costs for the amendment of \$5,475,580 are included in the Fiscal Year 2024-25 Operating Budget. Any difference in the actual costs of services will be credited back or charged to the City at the end of the Fiscal Year.

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 San Mateo County Sheriff's Office (Sheriff) 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 over providing these services in-house, 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 from which the community and residents of Half Moon Bay have benefitted. Examples of some of the expanded resources provided by the Sheriff 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 23, 2023, 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 with significant Sheriff resources necessary to respond to this unprecedented incident, at no additional cost to the City.

The original 2011 Agreement was for five years and included options for the City and County to renew the Agreement for three additional 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. The agreement was further amended in 2023 to, among other things, extend the term through June 2025. Under the terms of the agreement, the City is to provide full cost-recovery for the sheriff, and each year the City and Sheriff enter into an amendment which modifies the scope as needed and updates the rate schedule based on changing costs of providing the services. Since the original agreement in 2011, there have been 16 amendments.

In early 2023, the County completed a cost-of-service study which concluded that contract Cities were being subsidized by Countywide Sheriff operations. The County implemented rate adjustments which included a 43-percent increase in FY 2023-24 for the City of Half Moon Bay. 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 soften the initial rate increase and allow the City and Sheriff the opportunity to more closely review the proposed new rate structure and seek clarifications/revisions.

Amendment 16 was approved in September 2023 and included the remaining 9 months of the fiscal year (October through June) under the new rate structure. Amendment 16 also extended the overall Law Enforcement Agreement through June 30, 2025.

DISCUSSION:

Amendment 17, as proposed, covers retroactively all of FY 2024-25. The amendment retains operational provisions previously negotiated and included in Amendment 16, including commitment to and coordination with the CARES Program. Approval and execution of the amendment was pending any additional language changes that potentially were needed following approval of the City's Automated License Plate Reader (ALPR) Pilot program, which was approved in October. Ultimately, the structure of the pilot program didn't require any changes to the City and County agreement. Additionally, over the last several months the Sheriff and County leadership have been engaged in a very public political battle, and staff felt it prudent to allow some of those discussions to calm before bringing this item forward. It should be noted that even among the turmoil at the highest levels of the Sheriff's Office, local staff have remained professional and committed to serving Half Moon Bay and there have been no noticeable service disruptions.

FY 2024-25 costs are estimated at \$5,475,580 (after accounting for the annual refund of CalPERS Credits), which represents an increase of 5.4% over FY 2023-24. This increase is more in line with what the Sheriff expects in future years and reflects many cost factors including salary and benefit adjustments due to recently approved labor agreements, anticipated merit increases for staff, allocation of management staff costs and overhead, 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. Based on analysis of similar

jurisdictions within California, the City could not provide services in-house equal the service levels provided by the Sheriff for an amount remotely close to the contract service budget. 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 17 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. Additionally, with the overall agreement expiring at the end of June 2025, the City and Sheriff will need to immediately begin negotiations on a longer-term extension, unless an alternative approach is desired and found feasible. Staff seeks direction from Council on how to proceed.

ATTACHMENTS:

1. Resolution authorizing the City Manager to execute Amendment Seventeen to the Agreement for Law Enforcement Services between the County of San Mateo and City of Half Moon Bay
2. Agreement

RESOLUTION NO. C-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT SEVENTEEN TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE SAN MATEO COUNTY 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 San Mateo County Sheriff's Office to provide Law Enforcement Services for the City; and

WHEREAS, the Agreement has been amended sixteen times to extend the term, adjust service levels, and increase the charges, with a current expiration date of June 30, 2025; and

WHEREAS, the City and Sheriff desire to further amend the agreement from July 1, 2024, through June 30, 2025, at an estimated cost of \$5,475,580.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment Seventeen to the Agreement for Law Enforcement Services with the San Mateo County 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 21st day of January 2025, 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

Robert Brownstone, Mayor

AMENDMENT SEVENTEEN

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

This **SEVENTEENTH AMENDMENT** to the Agreement for Law Enforcement Services, dated for reference purposes only as of June 30, 2024, 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, in October 2023, Amendment Sixteen was approved which extended the term of the Agreement and incorporated the FY 2023-24 costs set forth in Exhibits B and B-1; and

WHEREAS, both parties now wish to further amend the Law Enforcement Services Agreement to revise Exhibits A and A-1, and incorporate the FY 2024-25 costs set forth in Exhibits B and B-1.

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

1. "Exhibit A – Services (Revised June 2022)", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit A – Services (Revised June 2024)", attached hereto and incorporated herein by reference.
2. "Exhibit A-1 – FY 2023-24 Assignment / Selection of Personnel", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit A-1 – FY 2024-25 Assignment / Selection of Personnel", attached hereto and incorporated herein by reference.
3. "Exhibit B - FY 2023-24 Rates / Payments", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B - FY 2024-25 Rates / Payments", attached hereto and incorporated herein by reference.
4. "Exhibit B-1 - FY 2023-24 Calculated Rates", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B-1 - FY 2024-25 Calculated Rates", attached hereto and incorporated herein by reference.
5. This Amendment Seventeen is hereby incorporated and made a part of the original Agreement and is subject to all provisions therein. All other terms of the original Agreement and prior amendments not in conflict with Amendment Seventeen 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 2024)

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. 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.
- 1.1.4.4 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.

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 330 Bradford Street 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 330 Bradford Street 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 their 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.

Note: Exhibit A-1 is included in this amendment for informational purposes only. No changes have been made to Exhibit A-1.

EXHIBIT A – 1

FY 2024-25

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 2024-25 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.

EXHIBIT B

FY 2024-25 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 semi-annual basis in accordance with Section 3 below, the Sheriff’s Office shall submit an invoice to the City.
- 2.2 At the end of each fiscal year, the Sheriff’s Office will reconcile the amount paid by City under this Agreement during the fiscal year against the cost of services actually provided to the City during that fiscal year. The County shall set aside any surplus funds received in an interest bearing account held by the County and available to the City to cover potential future deficits under this Agreement (i.e., in the event City’s payments are insufficient to cover the cost of services actually provided by the County, which amounts may be applied by the County from the interest bearing account in its reasonable discretion) or for other one-time needs as mutually agreed in writing by the City and the County. The parties understand and agree that the term “fiscal year” as used in this Agreement means the period commencing on July 1 and ending the following June 30.
- 2.3 Payments and questions regarding invoicing shall be directed to the Sheriff’s Office Fiscal - Invoicing at Sheriffs_Fiscal_Unit@smcgov.org or be mailed to:

San Mateo County Sheriff’s Office
 Fiscal Services Bureau
 330 Bradford Street, 5th Floor
 Redwood City, CA 94063

3. PAYMENTS.

- 3.1 Total charges due for the period of **July 1, 2024 through June 30, 2025** are **\$6,269,114**. Invoices will be issued according to the following schedule:

Invoice Issued	Basic Service	UAAL Credit	Adjusted Cost
Q1 July 1, 2024	\$ 3,134,557.00	\$ (396,767.00)	\$ 2,737,790.00
Q3 January 1, 2025	\$ 3,134,557.00	\$ (396,767.00)	\$ 2,737,790.00

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 semi-annual invoice from the County will be due 30 days after City's receipt of such invoice.

3.3 However, the parties understand that under no circumstances will the County ever be required by this Agreement to provide services for which the total annual cost to the County exceeds the total annual amount paid by the City. Accordingly, in the event 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 2024-25

CALCULATED RATES

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

1. CALCULATED RATES FOR FY 2024-25.



San Mateo County Sheriff's Office
Half Moon Bay Law Enforcement Services
FY 2024-25 Budget

	Position Count	Employee Salaries	Employee Overtime	Employee Benefits	Total Expenses FY 2024-25
BASIC LAW ENFORCEMENT SERVICES:					
PERSONNEL COSTS:					
Deputy Sheriff - Day	4.00	\$ 695,834	\$ 208,248	\$ 656,245	\$ 1,560,327
Deputy Sheriff - Night	4.00	\$ 731,290	\$ 218,860	\$ 683,880	\$ 1,634,029
Investigative Deputy Sheriff-Detective	1.00	\$ 182,558	-	\$ 154,373	\$ 336,932
Sergeant - Day	1.00	\$ 214,474	\$ 83,985	\$ 201,579	\$ 500,037
Sergeant - Night	1.00	\$ 225,110	\$ 88,150	\$ 210,163	\$ 523,422
Captain	0.75	\$ 208,418	-	\$ 165,088	\$ 373,505
Community Services Officer	1.00	\$ 84,163	\$ 8,861	\$ 59,442	\$ 152,467
Administrative Assistant	0.50	\$ 57,164	-	\$ 34,725	\$ 91,889
Records Technician	1.00	\$ 81,074	-	\$ 57,533	\$ 138,607
PERSONNEL COSTS - TOTAL:	14.25	\$ 2,480,085	\$ 608,104	\$ 2,223,026	\$ 5,311,215
OPERATING COSTS:					
Uniform Allowances					\$ 17,850
Office Supplies & Miscellaneous Expenses					\$ 24,559
Equipment Maintenance					\$ 134,333
Training Expenses					\$ 17,100
Radio and Communications Charges					\$ 40,245
Information Services Charges					\$ 42,878
Vehicle Maintenance & Replacement Costs					\$ 129,861
HR and Risk Management Service Charges					\$ 44,744
Support Services					\$ 506,330
OPERATING COSTS - TOTAL:					\$ 957,899
TOTAL COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 6,269,114
CalPERS UAAL Credit (Actual credit subject to limitations outlined in the contract)					\$ (793,534)
TOTAL ADJUSTED COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 5,475,580

2. OVERTIME RATES.

The average 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 2024-25 Hourly Rates</i>	
Position	Overtime Rate
Admin Sergeant (Day)	\$216.45
Sergeant (84 Plan Day)	\$216.54
Sergeant (84 Plan Night)	\$227.27
Detective Sergeant (Day)	\$226.68
Deputy Sheriff (84 Plan Day)	\$175.63
Deputy Sheriff (84 Plan Night)	\$184.58
K-9 Deputy Sheriff (84 Plan Day)	\$184.58
K-9 Deputy Sheriff (84 Plan Night)	\$193.53
Motorcycle Deputy	\$184.58
Detective Deputy Sheriff	\$184.31
Community Services Officer II	\$66.19
Administrative Assistant	\$89.91
Criminal Records Tech II (Day)	\$63.76

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **APPOINTMENTS TO CITY COMMISSIONS – NAGENGAST AND JONSSON**

RECOMMENDATION:

Councilmembers Nagengast and Jonsson to make appointments to the Planning and Parks and Recreation Commission to fill scheduled vacancies.

FISCAL IMPACT:

None associated with this report.

STRATEGIC ELEMENT:

This recommendation supports the *Inclusive Governance* Element of the Strategic Plan.

BACKGROUND:

Councilmembers Nagengast and Jonsson were elected to the City Council during the November 5, 2024, General Elections. As incoming Council Members they will make appointments to the Planning Commission and Park and Recreation Commission due to scheduled vacancies. A notice and call for applications were published and ran for four weeks. Eight applications were received, with all eight being eligible to serve. Those applications are included as Attachment 1. The appointees will complete the term of the appointment, concluding at the end of 2028 with Councilmembers Nagengast and Jonsson’s term.

Planning Commission

Members of the Planning Commission are appointed by and serve for a term coinciding with members of the City Council. Pursuant to Half Moon Bay Municipal Code Section 2.24.030, a person nominated for a Planning Commission appointment “shall be appointed to the commission upon receiving a majority of votes from the entire city council.” If a Councilmember’s nomination is not approved, the nominating Councilmember is entitled to two more nominations. If, after this process, no nomination is approved, the floor will be open to additional nominations from all members of the Council.

Parks and Recreation Commission

Members of the Parks and Recreation Commission are appointed by and serve for a term coinciding with members of the City Council. Pursuant to Half Moon Bay Municipal Code Section 2.23.010, a person nominated for a Parks and Recreation Commission appointment “shall be appointed to the commission upon receiving a majority of votes from the entire city council.” If a Councilmember’s nomination is not approved, the nominating Councilmember is entitled to two more nominations. If, after this process, no nomination is approved, the floor will be open to additional nominations from all members of the Council.

ATTACHMENT:

1. Willing to Serve forms received

Print

Willing to Serve - Submission #9000

Date Submitted: 1/2/2025

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

Harvey Rarback

Address*

[Redacted]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[Redacted]

Phone 2

[Redacted]

Email

harveyhmb@gmail.com

Occupation*

Retired

Current employer

Employer address

City

Half Moon Bay

Zip code

94019

How long have you lived in Half Moon Bay?*

27 years

Educational background*

BA (physics) from Haverford College (1967) PhD in physics from Stony Brook University (1984)

Professional experience*

Senior Scientist at SLAC National Accelerator Lab (1998-2012)

Civic activities and community involvement*

Director Coastside Fire Protection Board (2015-2016) Half Moon Bay City Council (2016-2024) San Mateo County Local Agency Formation Commission (2021-2024) Peninsula Clean Energy Board (2016-2024) Sandy Cove Homeowners Association Board (2002-2024) Age-Friendly Half Moon Bay Coastside Oversight Committee (2021-2024) Liaison to Midcoast Community Council (2020-2024) CERT neighborhood lead (2014-2024)

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend:*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

I have learned a great deal about land use, environmental issues and housing issues during my service over the last decade and would like to put that knowledge to use in making Half Moon Bay a better place.

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

When my appointee to the Planning Commission planned to resign.

Today's date*

January 2, 2025

Signature*



Checking this box constitutes your signature and confirms that the information provided is accurate

Print

Willing to Serve - Submission #9006

Date Submitted: 1/10/2025

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

Monica Airo

Address*

[Redacted]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

6502554179

Phone 2

[Empty]

Email

Occupation*

Current employer

Employer address

City

Zip code

How long have you lived in Half Moon Bay?*

Educational background*

Professional experience*

Civic activities and community involvement*

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend:*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

Hello to all members of the Half Moon Bay council and commissions. I am taking the time to introduce myself and show my expressed interest in serving on a subcommittee. I would not mind using my skills to help on any of the committees. I am more familiar with the role of the planning commission and parks and recreation committee. I have served on committees at the county level about a decade ago. I helped research, compile, write, and distribute data to help decision makers on critical issues that pertain to San Mateo county government. I also helped the county with the grant process for nonprofit funding the distribution and allocation of those funds. At University I lobbied at both the state and federal level on statewide and national issues that affect the general public. I held a student government position that over saw university funds with a budget of over 7 million annually. I was a paralegal that worked in civil, criminal, business, and property law. In the first couple years after my master's program I focused on public administration. I worked at the county level with governments and nonprofits. I have been very close to the arts, cultural events, sports, and entertainment throughout the years. I have a good knowledge base of the involvement needed to run and maintain programs from participants to board of directors. I was born and raised in Half Moon Bay. I am a current Half Moon Bay home owner for about 8 years now. I am a small business owner as well. I am looking forward to taking this year to get more involved in government here on the coast and to utilized my background and skills to help benefit the Half Moon Bay community.

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

Inquired a few times last year. Was told that appointments happen in January.

Today's date*

1/7/2025

Signature*



Checking this box constitutes your signature and confirms that the information provided is accurate

Print

Willing to Serve - Submission #9005

Date Submitted: 1/10/2025

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

James Carniglia

Address*

[Redacted]

City*

Half Moon Bay

Zip code*

94019

[Redacted]

Phone 2

[Redacted]

[Redacted]

Email

james@coastsideonbikes.org

Occupation*

Computer Manager

Current employer

Apple

Employer address

1 Infinite Loop

City

Cupertino

Zip code

95014

How long have you lived in Half Moon Bay?*

I was raised in Montara and have lived in proper Half Moon Bay for about 5 years.

Educational background*

Economics and International Relations and Computer Science

Professional experience*

Computer Science and Project Management. I also worked for city government for 5 years, in a technical project management role.

Civic activities and community involvement*

I have served as the cycling advocate for "Coastside on Bikes" for the past 2 years. I was also a member of the Alternative Transportation group on the City of New York (lived on the east coast briefly), participated as bike marshal on various rides in the city of New York (Five Borough bike tour, New York City Century, etc). I also serve as the main bike marshal for the Half Moon Bay Family rides, which happens every first Saturday of the month.

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend?*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

I love cycling and walking in Half Moon Bay. I feel I can give a great perspective on cycling and walking on the coast, as I take part in many group rides and I am committed on exploring Half Moon Bay car-free.

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

The Unified School District safe routes coordinator made me aware of the opening.

Today's date*

01/10/2025

Signature*

- Checking this box constitutes your signature and confirms that the information provided is accurate

Print

Willing to Serve - Submission #8991

Date Submitted: 11/18/2024

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

timothy c pond

Address*

[Redacted Address]

City*

HALF MOON BAY

Zip code*

94019

Phone 1*

[Redacted Phone 1]

Phone 2

[Redacted Phone 2]

Email

timcpond@gmail.com

Occupation*

Designer and general contractor

Current employer

Employer address

City

HALF MOON BAY

Zip code

94019

How long have you lived in Half Moon Bay?*

12 years

Educational background*

University of Colorado 4 yr

Professional experience*

30 years of design and building experience.

Civic activities and community involvement*

None

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend:*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

I feel my experience in architectural design and love for this community would mesh together on that board and I could help the city and citizens develop solutions to housing and other planning issues.

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

I was contacted by a current board member

Today's date*

11.18.24

Signature*



Checking this box constitutes your signature and confirms that the information provided is accurate

Print

Willing to Serve - Submission #8994

Date Submitted: 12/4/2024

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

Jacob F. (Jim) Rems

Address*

[Redacted]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[Redacted]

Phone 2

[Redacted]

Email

Occupation*

Current employer

Employer address

City

Zip code

How long have you lived in Half Moon Bay?*

Educational background*

Professional experience*

Civic activities and community involvement*

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend:*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

To serve the City

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

Asked by recently elected Council Member

Today's date*

12/4/2024

Signature*



Checking this box constitutes your signature and confirms that the information provided is accurate

Print

Willing to Serve - Submission #9004

Date Submitted: 1/10/2025

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

David Gorn



[Redacted address line]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[Redacted phone number]

Phone 2

[Redacted phone number]

Email

dgorn@sbcglobal.net

Occupation*

Public media

Current employer

Independent

Employer address

City

Zip code

How long have you lived in Half Moon Bay?*

29 years

Educational background*

BA, UC Santa Cruz

Professional experience*

Public radio editor and reporter, NPR; print editor, HMB Review, SJ Mercury News, Santa Rosa Press Democrat

Civic activities and community involvement*

Board member Coastal Lit; former board member, Coastside Children's Programs; current Planning Commissioner, baseball/soccer coach; innumerable school bond measures

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend:*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

To give something back to this city

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

On PC now

Today's date*

January 10, 2025

Signature*



Checking this box constitutes your signature and confirms that the information provided is accurate

Print

Willing to Serve - Submission #9003

Date Submitted: 1/7/2025

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

Tito Hernandez

Address*

[Redacted]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[Redacted]

Phone 2

[Redacted]

Email

Occupation*

Current employer

Employer address

City

Zip code

How long have you lived in Half Moon Bay?*

Educational background*

Professional experience*

Civic activities and community involvement*

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend:*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

Interested in supporting the community

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

Mayor

Today's date*

1/7/25

Signature*



Checking this box constitutes your signature and confirms that the information provided is accurate

Print

Willing to Serve - Submission #9001

Date Submitted: 1/3/2025

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

hilary stamper

Address*

[REDACTED]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[REDACTED]

Phone 2

Email

Occupation*

Current employer

Employer address

City

Zip code

How long have you lived in Half Moon Bay?*

Educational background*

Professional experience*

Civic activities and community involvement*

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend:*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

Create more recreational opportunities for Coastsiders of all ages, make sure we take care of coastal trail.

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

Prior server

Today's date*

1-5-25

Signature*



Checking this box constitutes your signature and confirms that the information provided is accurate

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 21, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Director of Public Works

TITLE: TRANSFER OF PG&E RULE 20A CREDITS TO SAN MATEO COUNTY

RECOMMENDATION:

By motion, authorize the City Manager to transfer its Rule 20A Work Credits to the County of San Mateo for the completion of the Middlefield Road Improvement Project.

FISCAL IMPACT:

This action would result in a transfer of 199,156 Rule 20A work credits to the County of San Mateo. The City is ineligible to draw on these credits due to the rules and sunseting of the Rule 20A program. If no action is taken on the transfer request, the credits would be lost to another active project within the broader PG&E service area in 2025.

STRATEGIC ELEMENT:

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

BACKGROUND:

Rule 20 is the tariff that governs utility undergrounding of overhead wires at the request of third parties (e.g., local governments, businesses, and residential customers). The Rule 20 program is currently split into three subdivisions based on how much funding ratepayers contribute to the project (Rule 20A, Rule 20B, and Rule 20C). Rule 20A is 100% ratepayer-funded and is only available to local governments (cities, unincorporated counties) whereas Rule 20B and 20C are available to project applicants (business, residents, developers).

Historically, Rule 20A has allowed utilities to annually allocate funds defined as work credits to communities, either cities or unincorporated areas of counties, to convert overhead electric facilities to underground. Work credits act as a sort of voucher or non-monetary funds assigned to a local government, which the local government can redeem to perform undergrounding projects in consultation with the serving utility on a one-work-credit-to-one-dollar basis. The utility then recovers the cost of the completed project through rates.

The California Public Utilities Commission (CPUC) Decision 21-06-013 discontinued authorization of new Rule 20A work credits for allocation after December 31, 2022, and communities that do not have an active Rule 20A project, such as the City of Half Moon Bay, will have their accumulated work credits reallocated to active projects within the PG&E service area starting in 2025.

This decision also stated municipalities are not permitted to borrow future work credits beyond 2022 work credit allocations. Unauthorized work credit trading is not permitted, except for intra-county donations of work credits from a county government to cities and towns within the county or vice versa, and pooling of work credits amongst two or more adjoining municipalities for a project with community benefit for the adjoining municipalities. Any city or the unincorporated area of any county may continue to use existing work credits allocated on or before December 31, 2022, for projects that qualify. More information on this can be found in the latest PG&E Electric Rule 20 Guidebook [here](#).

DISCUSSION:

The County of San Mateo is currently working on the Middlefield Road Improvement Project in the unincorporated North Fair Oaks area. The project is a street improvement and beautification project which includes pedestrian and bicycle improvements, sewer replacement, and utility undergrounding.

The utility undergrounding portion of the project is being paid for with Rule 20A work credits from PG&E. Rule 20A undergrounding projects are done in areas that are used most often by the general public and are intended to result in aesthetic, rather than public safety or reliability, improvements. PG&E has informed the County that they are about 1.6 million work credits short of what is necessary to complete the project. They have received excess credits from several other cities within the County and have requested that Half Moon Bay provide our remaining credits for the benefit of this project.

The last utility underground project was completed by the City as part of the Half Moon Bay Library Project and was deemed complete in 2020. The City's current Rule 20A work credit balance is 199,156, which is not enough to initiate a new project. For the Middlefield Road project, these work credits equate to approximately 350 linear feet of trench for undergrounding. Through transfer, however, the credits can benefit San Mateo County. While Rule 20A undergrounding projects are no longer available to the City, there are benefits to undergrounding overhead utilities. The City will be proposing funds in the 2025-26 budget for an undergrounding assessment district program which will provide a framework and guide to residents on how to form and fund underground assessment districts in the future.

It is recommended that the City Council authorize the City Manager to initiate the transfer of the City's Rule 20A work credits to the County of San Mateo for the Middlefield Road Improvement Project, allowing those credits to be utilized to benefit residents of San Mateo County.

ATTACHMENTS:

Draft Transfer Letter



January 21, 2025

Elizabeth Loudor
Rule 20A Program Liaison
Pacific Gas and Electric Company
E4LH@pge.com

Re: Rule 20A Work Credit Transfer

Dear Ms. Loudor,

The City of Half Moon Bay has a Rule 20A Work Credit Balance of 199,156. As the City does not have a current undergrounding project and such credits are insufficient to implement a new underground utility district, we will not be able to utilize these credits. It is our current understanding that local municipalities can transfer such credits to the County in which they are located to facilitate undergrounding projects. The City is requesting that its full Rule 20A Work Credit Balance be reallocated to the County of San Mateo.

Please feel free to contact me at (650) 726-8273 or mchidester@hmbcity.com should you have any questions.

Sincerely,

Matthew Chidester
City Manager

cc: Ann Stillman, Director of Public Works, County of San Mateo

AMENDMENT SEVENTEEN

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

This **SEVENTEENTH AMENDMENT** to the Agreement for Law Enforcement Services, dated for reference purposes only as of June 30, 2024, 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, in October 2023, Amendment Sixteen was approved which extended the term of the Agreement and incorporated the FY 2023-24 costs set forth in Exhibits B and B-1; and

WHEREAS, both parties now wish to further amend the Law Enforcement Services Agreement to revise Exhibits A and A-1, and incorporate the FY 2024-25 costs set forth in Exhibits B and B-1.

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

1. "Exhibit A – Services (Revised June 2022)", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit A – Services (Revised June 2024)", attached hereto and incorporated herein by reference.
2. "Exhibit A-1 – FY 2023-24 Assignment / Selection of Personnel", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit A-1 – FY 2024-25 Assignment / Selection of Personnel", attached hereto and incorporated herein by reference.
3. "Exhibit B - FY 2023-24 Rates / Payments", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B - FY 2024-25 Rates / Payments", attached hereto and incorporated herein by reference.
4. "Exhibit B-1 - FY 2023-24 Calculated Rates", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B-1 - FY 2024-25 Calculated Rates", attached hereto and incorporated herein by reference.
5. This Amendment Seventeen is hereby incorporated and made a part of the original Agreement and is subject to all provisions therein. All other terms of the original Agreement and prior amendments not in conflict with Amendment Seventeen 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 2024)

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. 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.
- 1.1.4.4 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.

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 330 Bradford Street 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 330 Bradford Street 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 their 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.

Note: Exhibit A-1 is included in this amendment for informational purposes only. No changes have been made to Exhibit A-1.

EXHIBIT A – 1

FY 2024-25

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 2024-25 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.

EXHIBIT B

FY 2024-25 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 semi-annual basis in accordance with Section 3 below, the Sheriff’s Office shall submit an invoice to the City.
- 2.2 At the end of each fiscal year, the Sheriff’s Office will reconcile the amount paid by City under this Agreement during the fiscal year against the cost of services actually provided to the City during that fiscal year. The County shall set aside any surplus funds received in an interest bearing account held by the County and available to the City to cover potential future deficits under this Agreement (i.e., in the event City’s payments are insufficient to cover the cost of services actually provided by the County, which amounts may be applied by the County from the interest bearing account in its reasonable discretion) or for other one-time needs as mutually agreed in writing by the City and the County. The parties understand and agree that the term “fiscal year” as used in this Agreement means the period commencing on July 1 and ending the following June 30.
- 2.3 Payments and questions regarding invoicing shall be directed to the Sheriff’s Office Fiscal - Invoicing at Sheriffs_Fiscal_Unit@smcgov.org or be mailed to:

San Mateo County Sheriff’s Office
 Fiscal Services Bureau
 330 Bradford Street, 5th Floor
 Redwood City, CA 94063

3. PAYMENTS.

- 3.1 Total charges due for the period of **July 1, 2024 through June 30, 2025** are **\$6,269,114**. Invoices will be issued according to the following schedule:

Invoice Issued	Basic Service	UAAL Credit	Adjusted Cost
Q1 July 1, 2024	\$ 3,134,557.00	\$ (396,767.00)	\$ 2,737,790.00
Q3 January 1, 2025	\$ 3,134,557.00	\$ (396,767.00)	\$ 2,737,790.00

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 semi-annual invoice from the County will be due 30 days after City's receipt of such invoice.

3.3 However, the parties understand that under no circumstances will the County ever be required by this Agreement to provide services for which the total annual cost to the County exceeds the total annual amount paid by the City. Accordingly, in the event 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 2024-25

CALCULATED RATES

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

1. CALCULATED RATES FOR FY 2024-25.



San Mateo County Sheriff's Office
Half Moon Bay Law Enforcement Services
FY 2024-25 Budget

	Position Count	Employee Salaries	Employee Overtime	Employee Benefits	Total Expenses FY 2024-25
BASIC LAW ENFORCEMENT SERVICES:					
PERSONNEL COSTS:					
Deputy Sheriff - Day	4.00	\$ 695,834	\$ 208,248	\$ 656,245	\$ 1,560,327
Deputy Sheriff - Night	4.00	\$ 731,290	\$ 218,860	\$ 683,880	\$ 1,634,029
Investigative Deputy Sheriff-Detective	1.00	\$ 182,558	-	\$ 154,373	\$ 336,932
Sergeant - Day	1.00	\$ 214,474	\$ 83,985	\$ 201,579	\$ 500,037
Sergeant - Night	1.00	\$ 225,110	\$ 88,150	\$ 210,163	\$ 523,422
Captain	0.75	\$ 208,418	-	\$ 165,088	\$ 373,505
Community Services Officer	1.00	\$ 84,163	\$ 8,861	\$ 59,442	\$ 152,467
Administrative Assistant	0.50	\$ 57,164	-	\$ 34,725	\$ 91,889
Records Technician	1.00	\$ 81,074	-	\$ 57,533	\$ 138,607
PERSONNEL COSTS - TOTAL:	14.25	\$ 2,480,085	\$ 608,104	\$ 2,223,026	\$ 5,311,215
OPERATING COSTS:					
Uniform Allowances					\$ 17,850
Office Supplies & Miscellaneous Expenses					\$ 24,559
Equipment Maintenance					\$ 134,333
Training Expenses					\$ 17,100
Radio and Communications Charges					\$ 40,245
Information Services Charges					\$ 42,878
Vehicle Maintenance & Replacement Costs					\$ 129,861
HR and Risk Management Service Charges					\$ 44,744
Support Services					\$ 506,330
OPERATING COSTS - TOTAL:					\$ 957,899
TOTAL COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 6,269,114
CalPERS UAAL Credit (Actual credit subject to limitations outlined in the contract)					\$ (793,534)
TOTAL ADJUSTED COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 5,475,580

2. OVERTIME RATES.

The average 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 2024-25 Hourly Rates</i>	
Position	Overtime Rate
Admin Sergeant (Day)	\$216.45
Sergeant (84 Plan Day)	\$216.54
Sergeant (84 Plan Night)	\$227.27
Detective Sergeant (Day)	\$226.68
Deputy Sheriff (84 Plan Day)	\$175.63
Deputy Sheriff (84 Plan Night)	\$184.58
K-9 Deputy Sheriff (84 Plan Day)	\$184.58
K-9 Deputy Sheriff (84 Plan Night)	\$193.53
Motorcycle Deputy	\$184.58
Detective Deputy Sheriff	\$184.31
Community Services Officer II	\$66.19
Administrative Assistant	\$89.91
Criminal Records Tech II (Day)	\$63.76