



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

TUESDAY, OCTOBER 1, 2024

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

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

7:00 PM

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

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HYBRID MEETING PARTICIPATION PROTOCOLS

*This meeting will be held in-person and via Zoom for public participation. Remote participation is provided as a supplemental way to provide public comment, but this method does not always work. The public is encouraged to attend in person to ensure full participation. Public comments may be made in-person or remotely via Zoom, and interpretation will be available. All Councilmembers and staff will participate in person. During any public comment portions, attendees may use the “raise your hand” feature and will be called upon and unmuted when it is their turn to speak. The meeting will also be streamed on Channel 27, on pacificcoast.tv, and on Facebook at www.facebook.com/cityofhalfmoonbay. Please click to join the webinar: <https://us06web.zoom.us/j/87674804231> or join by phone at 669-900-9128, using Webinar ID 876-7480-4231. If joining by phone, use *9 to raise your hand, *6 to mute and unmute.*

ROLL CALL / PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PROCLAMATIONS AND PRESENTATIONS

HISPANIC HERITAGE MONTH PROCLAMATION

DOMESTIC VIOLENCE PREVENTION MONTH PROCLAMATION

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

PUBLIC FORUM

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B RESPONSE TO SAN MATEO COUNTY CIVIL GRAND JURY REPORT - “RESTAURANT EXTERIORS: THE NEGLECTED SPACE”

Staff Recommendation: Adopt a resolution authorizing the Mayor to sign a letter in response to the San Mateo County Civil Grand Jury’s Report - “Restaurant Exteriors: The Neglected Space” dated July 9, 2024.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

[ATTACHMENT 3](#)

1.C RESPONSE TO SAN MATEO COUNTY CIVIL GRAND JURY REPORT – “THE STATE OF COMPOST COMPLIANCE IN SAN MATEO COUNTY”

Staff Recommendation: Adopt a resolution authorizing the Mayor to sign a letter in response to the San Mateo County Civil Grand Jury’s Report, entitled “The State of Compost Compliance in San Mateo County” dated July 11, 2024

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

[ATTACHMENT 3](#)

1.D AMENDMENTS TO THE PARKS AND RECREATION COMMISSION BYLAWS TO ADD TWO YOUTH MEMBERS

Staff Recommendation: Adopt a resolution amending the parks and recreation Commission By-Laws providing for the addition of two youth members to the Commission for a total of seven regular (voting) members.

[STAFF REPORT](#)

[ATTACHMENT](#)

2. ORDINANCES AND PUBLIC HEARINGS

3. RESOLUTIONS AND STAFF REPORTS

3.A AUTOMATED LICENSE PLATE READERS POLICY AND TWO-YEAR PILOT PROGRAM

Staff Recommendation: Adopt a resolution:

1. Approving the two-year Automated License Plate Readers (ALPR) pilot program at specified locations within Half Moon Bay;
2. Adopting the City of Half Moon Bay ALPR Usage and Privacy Policy;
3. Authorizing the City Manager to negotiate and execute an amendment of the Agreement for Law Enforcement Services with the County of San Mateo, to implement the use of ALPR technology in Half Moon Bay; and
4. Authorizing the City Manager to negotiate and execute an agreement with Flock Group, Inc., for the installation and maintenance of sixteen (16) ALPR units and associated software, equipment, and support services, for a period of two years, at a cost not-to-exceed \$108,900.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

[ATTACHMENT 3](#)

[ATTACHMENT 4](#)

[ATTACHMENT 5](#)

3.B JOBTRAIN CONTRACT AMENDMENT

Staff Recommendation: Authorize the City Manager to amend the professional services agreement with JobTrain for employment services at the Opportunity Center by extending the term to September 30, 2025, for a contract amount not to exceed \$350,372.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

3.C MAIN STREET BRIDGE MAINTENANCE OPTIONS

Staff Recommendation:

1. Receive direction from City Council on the creation of a maintenance program to begin addressing Main Street Bridge maintenance and accessibility needs; and
2. Adopt a resolution amending the FY 2024-25 to FY 2028-29 (CIP) by adding a new project entitled Main Street Bridge Maintenance Project as a “funded” programmed project for FY 2024-25, and amending the FY 2024-25 Capital Budget by allocating up to \$200,000 from the General Fund to allow work to begin on this project immediately.

[STAFF REPORT](#)

[ATTACHMENT](#)

3.D COMMISSIONS / COMMITTEES APPOINTMENT PROCESS

Staff Recommendation: Discuss options for a formal process for the appointment of representatives to City Boards, Commissions, and Committees, and direct staff to return with a resolution ratifying such process at the October 15, 2024, City Council meeting.

[STAFF REPORT](#)

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 THE MEETING OF: OCTOBER 1, 2024

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Helen Wolter, Public Works and Sustainability Programs Manager

TITLE: **RESPONSE TO SAN MATEO COUNTY CIVIL GRAND JURY REPORT – “RESTAURANT EXTERIORS: THE NEGLECTED SPACE”**

RECOMMENDATION:

Adopt a resolution authorizing the Mayor to sign a letter in response to the San Mateo County Civil Grand Jury’s Report - “Restaurant Exteriors: The Neglected Space” dated July 9, 2024

FISCAL IMPACT:

There is no fiscal impact associated with this action.

BACKGROUND:

On July 9, 2024, the San Mateo County Civil Grand Jury issued a report - “Restaurant Exteriors: The Neglected Space” (Attachment 3). While restaurant interiors are subject to County of San Mateo Health System standards and inspections, restaurant building exteriors are subject to a variety of standards and inspection programs dependent on each local jurisdiction’s regulations for sanitation and safety. The Grand Jury’s report highlights several key areas of concern regarding the exterior conditions of restaurants in San Mateo County.

The report contains information focused on the lack of oversight on the exterior areas of restaurants. The Grand Jury report notes that restaurant garbage and food waste is not always contained in designated exterior bins attracting animals and other undesirable pests causing health and sanitation concerns. The Grand Jury found a significant number of restaurant areas below parklets had clearly deficient, unsanitary, unsightly, and odorous conditions. The investigation found that the “standards” for these areas, i.e., how these conditions were monitored, and how codes and policies were enforced, to be inconsistent at best and non-existent in some instances.

In closing, the report provides a general overview of the situation plus a request for feedback on the recommendations on how to improve the handling of garbage and parklet sanitation at restaurant exteriors and parklets.

DISCUSSION:

The Civil Grand Jury Report - "Restaurant Exteriors: The Neglected Space" contains findings and recommendations. The City's draft response letter, included as Exhibit A to the resolution, includes responses to those findings.

Pursuant to Penal Code Section 933.05, the City is obligated to respond to the Grand Jury report's findings and recommendations no later than October 7, 2024.

ATTACHMENTS:

1. Resolution Accepting City Response to Grand Jury – "Restaurant Exteriors: The Neglected Space"
2. Response letter to the Grand Jury Report – "Restaurant Exteriors: The Neglected Space"
3. Grand Jury Report dated July 9, 2024 – "Restaurant Exteriors: The Neglected Space"

Resolution No. C-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY ACCEPTING THE FINDINGS AND RECOMMENDATIONS FROM THE SAN MATEO COUNTY GRAND JURY REPORT - "RESTAURANT EXTERIORS: THE NEGLECTED SPACE"

WHEREAS, on July 9, 2024, the San Mateo County Civil Grand Jury issued a report - "Restaurant Exteriors: The Neglected Space"; and

WHEREAS, the Grand Jury Report included a request to the City of Half Moon Bay to respond to the report's findings and recommendations by October 7, 2024; and

WHEREAS, at the regular City Council meeting on October 1, 2024, the City Council reviewed this report, its findings and recommendations, and authorized the Mayor to sign the response letter as required under Penal Code § 933.05(b).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby accepts the findings and recommendations from the San Mateo County Grand Jury Report - "Restaurant Exteriors: The Neglected Space" and authorizes the Mayor to sign and submit the response (Exhibit A).

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of October 2024, 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

Joaquin Jimenez, Mayor



October 1, 2024

Hon. Amarra A. Lee
Judge of the Superior Court
c/o Bianca Fasuescu
Hall of Justice
400 County Center – 2nd Floor
Redwood City, CA 94063-1655

RE: San Mateo County Civil Grand Jury Report - “Restaurant Exteriors: The Neglected Space”

Dear Judge Amarra Lee,

The City of Half Moon Bay hereby submits this letter in reply to the San Mateo Grand Jury Report, “Restaurant Exteriors: The Neglected Space.” Pursuant to Penal Code Section 933.05 and the Brown Act, this response was approved by the City Council at the October 1, 2024, public meeting.

FINDINGS

F1: Sanitary conditions of the exterior of restaurant facilities fall outside current inspections of the County Health Department. The varying unsatisfactory conditions in the waste removal areas of the facilities shows something is lacking in the regulatory process.

Response: Agree

F2: Sanitary conditions of parklets fall outside of current inspections by the County Health Department or Vector Control.

Response: Agree

F3: Sanitary conditions of exterior areas used for waste storage and disposal fall outside current inspections by local jurisdictions; local jurisdictions are, by and large, only reactive to an actual complaint.

Response: Agree

F4: Most restaurant exterior areas are “out of sight” of the public and as a result complaints are less frequent.

Response: Agree

F5. Because they lack oversight, unacceptable conditions in restaurant trash areas are likely not to be rectified.

Response: *Partially Disagree - Although restaurant trash areas and exteriors are not included in the County Health Department Food Facility Checklist, these locations are specifically included in Provision C.4.b of the California Water Board's Municipal Regional Permit 3.0. Provision C.4.a, which also explicitly grants Permittees the legal authority to oversee, inspect, and require expedient compliance and pollution abatement at all industrial and commercial sites that may be reasonably considered to cause or contribute to pollution of stormwater runoff. Implementing this requirement is continuous, and progress on inspections is reported by the permittee annually to the California Water Board. Because of this requirement, Half Moon Bay partially disagrees as the California Water Board and its permittees already oversee this issue.*

F6. Waste water from the cleaning of trash areas and from rain flow into the storm drain systems.

Response: *Partially Disagree - The California Water Board's Municipal Regional Permit 3.0. Provision C.4 lists commercial and industrial outdoor waste storage and disposal areas as reasonably likely to contribute to the pollution of stormwater runoff; as such, these locations are required by the Municipal Regional Permit to implement appropriate best management practices to address pollutant sources. Provision C.4 inspections must include observations for appropriate best management practices to prevent stormwater runoff pollution or unauthorized or illicit discharges from entering the stormwater system. Facilities not in compliance may be required to take corrective action and can face penalties for inadequate best management practices or illicit discharges. Thus, while it is reasonable that wastewater and untreated rainwater from trash areas and cleaning of trash areas may flow into the storm drain it is illegal for facilities to do so, and steps are currently in place to ensure preventative actions are being taken.*

F7. Effective inspection of parklet sanitation can be severely hampered by closed skirting and lack of under floor access. Spacing between planking and lack of solid flooring can lead to accumulation of organic debris and possible infestation by vermin.

Response: *Agree*

RECOMMENDATIONS

R1. By June 30, 2025, the County should amend its Food Facility Checklist to include the condition of trash area flooring, bins, dumpsters and enclosures, and note any needed repair, replacement or cleaning.

Response: *Support this recommendation; the City is happy to work with the County to implement by June 30, 2025.*

R2. By June 30, 2025, the County should amend its Food Facility Checklist to include the entire exterior waste storage area, retention areas and parklets, including flooring and underfloor areas.

Response: Support this recommendation; the City is happy to work with the County to implement. By June 30, 2025.

R3. By June 30, 2025, the County should require operators/owners of restaurants to have a written diagram of their approved waste storage/retention area posted so the inspector can evaluate the condition of the facilities.

Response: Support this recommendation and look forward to working with the County while ensuring it is not burdensome for small businesses to implement.

R4. By June 30, 2025, inspectors for all jurisdictions with restaurants should be empowered to require owners/operators to add receptacles or increase the frequency of pick-ups.

Response: The recommendation has been implemented. Under the franchise agreement with Half Moon Bay's solid waste hauler Republic, and the parameters of the agreement on whether additional receptacles or increased frequency of pick-ups is allowed, it is included as part of the current agreement.

In closing, the City of Half Moon Bay thanks the Civil Grand Jury for its efforts to address the issues found in the exterior areas of restaurants. We appreciate the opportunity to share our perspective.

Sincerely,

Joaquin Jimenez
Mayor
City of Half Moon Bay



RESTAURANT EXTERIORS: THE NEGLECTED SPACE

ISSUE

The exterior trash areas of food service businesses are often unsightly and unsanitary. How can this issue be addressed?

SUMMARY

Restaurant garbage and food waste is not always contained in designated exterior bins, and may overflow, attracting animals and other undesirable pests. While restaurant interiors are subject to County of San Mateo Health System standards and inspections, restaurant building exteriors are subject to a variety of standards and inspection programs, because each local jurisdiction has its own regulations for sanitation and safety for exteriors. For restaurant exteriors, responsibility for enforcement of local code and for inspection schedules varies from city to city. Generally, inspections are done when complaints are received. The extent of the issues may vary based on the municipality or district, day of the week (garbage collection day), or whether the building backs are visible to the public.

Grand Jury members conducted interviews with County officials, city officials, and waste handlers and performed their own spot checks (admittedly not scientific). A written survey (Appendix B) was sent to all twenty cities and towns in the County.

The Grand Jury found a significant number of restaurant exterior waste storage areas and areas below parklets had clearly deficient, unsanitary, unsightly and odorous conditions. The investigation found that the “standards” for these areas, *i.e.*, how these conditions were monitored, and how codes and policies were enforced, to be inconsistent at best and non-existent in some instances. A quantification of the waste storage area problem proved difficult as many sites and their condition were dependent on the day of the week and their garbage pick-up days.

This Grand Jury report includes recommendations for a more proactive approach to handling the garbage and parklet sanitation problems around restaurant exteriors in San Mateo County, and suggestions for preventive maintenance.

BACKGROUND

People spent 20.7% more money at restaurants than on groceries in 2022. That figure rose to 29.5% in the first two months of 2023 according to Commerce Department data.¹ This significant increase in use of restaurants and “micro” and “mobile” food services, not surprisingly, resulted in an increase in organic (food stuff) waste, paper, glass and general garbage.

Members of the Civil Grand Jury initiated this review of the health and safety conditions surrounding the immediate areas designated for waste removal after observing an increase in rodents around parklets. Initial walkthroughs behind restaurants determined that the problem related to waste management in general as well as to the parklets. Photos contained in Appendix A depict some of the disturbing findings.

The Grand Jury found a significant number of restaurant exterior waste storage areas and areas below parklets had clearly deficient, unsanitary, unsightly and odorous conditions. The investigation found that the “standards” for these areas, *i.e.*, how these conditions were monitored, and how codes and policies were enforced, to be inconsistent at best and non-existent in some instances. A quantification of the waste storage area problem proved difficult as many sites and their condition were dependent on the day of the week and their garbage pick-up days.

This Grand Jury report includes recommendations for a more proactive approach to handling the garbage and parklet sanitation problems around restaurant exteriors in San Mateo County, and suggestions for preventive maintenance.

REGULATORY FRAMEWORK

California Health & Safety Code, Chapter 7 known as the “Retail Food Code” regulates, at the State level, the protections required for public health and safety of a “Food Facility”.² The Code

¹ https://www.census.gov/retail/marts/www/marts_current.pdf

² H&S Code 113789 (a) “Food facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

- (1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.
- (2) A place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.
- (b) “Food facility” includes permanent and nonpermanent food facilities, including, but not limited to, the following:
 - (1) Public and private school cafeterias.
 - (2) Restricted food service facilities.
 - (3) Licensed health care facilities, except as provided in paragraph (12) of subdivision (c).
 - (4) Commissaries.
 - (5) Mobile food facilities.
 - (6) Mobile support units.
 - (7) Temporary food facilities.
 - (8) Vending machines.
 - (9) Certified farmers’ markets, for purposes of permitting and enforcement pursuant to Section 114370.

has extensive requirements for the handling of food, preparation and service of patrons. They can best be described as affecting the “inside” of the Food Facility.

The exterior or waste disposal areas are only mentioned in Article 4, Section 114245.4. “If provided, an outdoor storage area or enclosure used for refuse, recyclables, and returnables shall be constructed of nonabsorbent material such as concrete or asphalt and shall be easily cleanable, durable and sloped to drain.”³ Refer to Appendix C for the California Health & Safety Code Article 4.

The enforcement of these State Regulations is assigned to “Enforcement Officers”⁴ of an “Enforcement Agency”⁵ which is delegated to more local organizations at the county or other local level. Section 114390⁶ gives the power to inspect facilities, take samples and prepare a written report of deficiencies.

HEALTH DEPARTMENT INSPECTIONS

The San Mateo County Health Department is primarily responsible for the inspection of restaurants and enforcement of the Health Codes related to them. The Inspection checklist (Appendix D) has 60 categories for inspection and only one (FO42) relates to waste disposal or garbage. In interviews, the Grand Jury found the Health Inspector does not generally inspect the areas behind the facility and does not inspect areas not immediately adjacent to the facility at all. The County relies on the individual cities for enforcement of their nuisance laws in these areas.

As part of its Municipal Code, each City or jurisdiction maintains provisions for enforcement actions against properties (and operators) that maintain unhealthy, noxious, or dangerous conditions under their police powers to abate public nuisances. (See Bibliography)

LAND USE / USE PERMITS

It is beyond the scope of this investigation to analyze the municipal codes of each of the twenty jurisdictions in San Mateo County which have restaurant uses. Most cities require “use permits”

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(11) Fishermen’s markets.

³ Sections 114244 to 114245.3 inclusive speak only to the Food Facility which is defined as the interior of the facility.

⁴ **113774.** “Enforcement officer” means the director, agents, or environmental health specialists appointed by the Director of Health Services, and all local health officers, directors of environmental health, and their duly authorized registered environmental health specialists and environmental health specialist trainees.

⁵ **113773.** “Enforcement agency” means the department or the local health agency having jurisdiction over the food facility.

⁶ **114390 :**

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=104.&title=&part=7.&chapter=13.&article=2

(conditional or otherwise) for restaurants in certain locations. As part of the building permit process, cities have the ability to require and specify the type, location, and frequency of waste disposal. More importantly, all have a general requirement that these areas be maintained at the owner/operator expense in a good and sanitary manner.

WASTE HAULERS / SANITATION COMPANIES

By far the biggest recipient of waste and disposal in the County is Recology San Mateo County serving the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, and San Mateo, the town of Hillsborough, County of San Mateo, North Fair Oaks, and West Bay Sanitary District. Recology of the Coast provides service to Pacifica. GreenWaste provides service to the town of Atherton.

South San Francisco Scavenger Company (SSFSC) serves businesses and residents in South San Francisco, Millbrae, Brisbane and San Francisco International Airport. Half Moon Bay, Daly City and the unincorporated North County has an agreement with Republic Services, Inc. to provide recycling, compost and garbage collection services.

Each hauler negotiates independently on rates and pick-up policy. The Grand Jury reviewed the Franchise Agreement used by Recology. The agreement provides that the hauler shall replace or repair bins, dumpsters and other containers as needed or upon request.

DISCUSSION

SURVEY

The Grand Jury sent a survey to twenty jurisdictions (see Appendix B). Five jurisdictions relied solely on the County Health Department for enforcement of regulations related to restaurant waste facilities; two inspected and enforced only at the permit renewal stage; and nine assigned the duty to their code enforcement mechanism generally through Planning, Public Works or dedicated Code Enforcement personnel. Only three of the jurisdictions conducted inspections independent of a complaint. The majority, nine of fourteen, only inspected upon receipt of a complaint. (See Appendix B for the tabulated Survey results).

In summary, survey responses demonstrate that the Cities rely on the County Health Department for inspections of restaurant interiors and, in general, only respond to exterior conditions upon receipt of a complaint.

OBSERVATIONS

The condition at any one site is dependent on the frequency of trash removal. The site may be fine right after removal but, as the week goes on, the situation worsens. There does not appear to be any site-specific requirements (or at least any that are enforced) for residual cleaning such as power washing. Few sites inspected had any method of controlling wash down or steam cleaning waste from flowing into the storm sewers. The type of restaurant also impacts its output, *e.g.*, some generate grease, oil and animal fat, which require special containers.

The current requirements for trash enclosures by local jurisdictions are applied only to new applications, resulting in many outdated, legacies facilities and, without regular inspection, there is no monitoring of maintenance or repair. These areas are high impact areas and the enclosures and bins, dumpsters and cans are subject to heavy use. The Grand Jury found many bins, dumpsters and cans to be in damaged and filthy condition.

Economic forces impact maintenance and overflow conditions. An operator of a restaurant pays for disposal service by volume (size and number of containers) and frequency (number of pick-ups in one week). Increases in business generate higher volumes so what was working in the past may not be sufficient for the current or future situation. It is logical that operators of food facilities would see added frequency of pickups or added containers as a negative and an expense. This is a financial impact question.

IMPACTS ON THE COMMUNITY

Normal sanitation issues apply; smell, unsightliness and vermin⁷. Vector Control does not inspect trash or similar areas unless specifically requested. The Grand Jury interviews revealed instances of the presence of rats, mice and raccoons in trash areas and parklets. Insect infestation is also of concern. All this presents a health hazard to the public, the workers at these restaurants, and the trash collectors.

ENFORCEMENT OF EXISTING REQUIREMENTS

The County Health Department inspections do not include the areas outside of the building. The enforcement of the nuisance provisions by local jurisdictions is reactive and only called into play upon a complaint. Oversight of the condition of receptacles (dumpsters, bins, cans) is minimal, at best, and often non-existent.

SPECIAL CASES

Mobile Food Facilities (Food Trucks): The Permit Checklist for food trucks does not mention waste disposal. Food Truck regulation is an evolving body of regulation and should be reviewed at a later date.

https://www.smchealth.org/sites/main/files/file-attachments/20170915_mff_selfinspectionchecklist.pdf?1536778880

Farmer's Markets: Several markets were visited by Jurors. Only the Farmer's Market in San Carlos was the subject of an interview. This particular market occurs on a Sunday. It is organized

⁷ **H&S Code 113939.** "Vermin" means cockroaches, mice, rats, and similar pests that carry disease.

H&S Code 13939.1. "Vermin infestation" means the presence of vermin within the food facility as evidenced by actual live bodies, fresh droppings or vomitus, urine stains, or gnaw marks, that could result in contamination to the food, equipment, packaging, or utensils.

by a private company (a community-based organization, CBO) which recruits and manages the individual Farmers and Vendors. The company polices the area at the breakdown of the Market on Sunday afternoon. The city of San Carlos has a street sweeper go over the area on Monday morning. These actions appear to be sufficient as the area was observed to be clean and free from refuse.

Parklets: Like Food Trucks, parklet regulation is evolving and should be reviewed in more detail at a later date. There are currently no separate inspection line items for parklets in the County Health Department checklist. Parklets increased significantly as a result of the Covid-19 pandemic, which have proven efficient and desirable in many areas. At the outset, their construction was not heavily regulated and there were no specific building code requirements for inspection and cleaning under floors. As these facilities have become permanent, building permit requirements have increased. Problem areas identified in our investigation are:

1. Open floor segments can permit food and other waste falling under the floor of the parklet to the street;
2. Many have open side(s) permitting vermin to go under the parklet to feed on scraps;
3. Street drainage (from road crown and gutter flow) can exacerbate the problems of waste under the floor, including leaves and other refuse.

METHODOLOGY

The Jurors made several site visits over a period of eight months and took photographs. The Grand Jury conducted interviews with some officials of some cities and with several San Mateo County officials including the Health Department and Vector Control. A survey was sent to each city/town in San Mateo County.

FINDINGS

F1: Sanitary conditions of the exterior of restaurant facilities fall outside current inspections of the County Health Department. The varying unsatisfactory conditions in the waste removal areas of the facilities shows something is lacking in the regulatory process.

F2: Sanitary conditions of parklets fall outside of current inspections by the County Health Department or Vector Control.

F3: Sanitary conditions of exterior areas used for waste storage and disposal fall outside current inspections by local jurisdictions; local jurisdictions are, by and large, only reactive to an actual complaint.

F4: Most restaurant exterior areas are “out of sight” of the public and as a result complaints are less frequent.

F5. Because they lack oversight, unacceptable conditions in restaurant trash areas are likely not to be rectified.

F6. Waste water from the cleaning of trash areas and from rain flow into the storm drain systems.

F7. Effective inspection of parklet sanitation can be severely hampered by closed skirting and lack of under floor access. Spacing between planking and lack of solid flooring can lead to accumulation of organic debris and possible infestation by vermin.

RECOMMENDATIONS

R1. By June 30, 2025, the County should amend its Food Facility Checklist to include the condition of trash area flooring, bins, dumpsters and enclosures, and note any needed repair, replacement or cleaning.

R2. By June 30, 2025, the County should amend its Food Facility Checklist to include the entire exterior waste storage area, retention areas and parklets, including flooring and underfloor areas.

R3. By June 30, 2025, the County should require operators/owners of restaurants to have a written diagram of their approved waste storage/retention area posted so the inspector can evaluate the condition of the facilities.

R4. By June 30, 2025, inspectors for all jurisdictions with restaurants should be empowered to require owners/operators to add receptacles or increase the frequency of pick-ups.

Note: The Grand Jury is not able to recommend changes to building codes or planning criteria to cities or the County. However, in our review we did find the City of Palo Alto has a publication with clear and comprehensive regulations/recommendations for these areas.

“Comprehensive Guidelines for Commercial Trash Enclosures:

<https://www.cityofpaloalto.org/files/assets/public/v/1/planning-amp-development-services/palo-alto-trash-enclosure-area-guidelines-march-2017.pdf>”

REQUEST FOR RESPONSE

Pursuant to Penal Code Section 933.05, the Grand Jury requests responses as follows:

From the San Mateo County Board of Supervisors, to all Findings and Recommendations.

From the councils for all 20 cities and towns in the County, to Findings 1, 2, 3, 4, 5, and 6 and Recommendation 4.

The governing bodies indicated above should be aware that the comment or response of each governing body must be conducted subject to the notice, agenda, and open meeting requirements of the Brown Act.

RESPONSE REQUIREMENTS

California Penal Code Section 933.05 provides (emphasis added):

- (a) For purposes of each subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall report one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding; in which case the response shall specify the part of the finding that is disputed and shall include an explanation of the reasons, therefore.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not been implemented, but will be implemented in the future, with a timeframe for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.

BIBLIOGRAPHY

California Health and Safety Code:

<https://leginfo.ca.gov/faces/codesTOCSelected.xhtml?tocCode=HSC&tocTitle=+Health+and+Safety+Code+-+HSC>

The following is a representative selection of Municipal Codes relevant to the investigation:

- Daly City: https://library.municode.com/ca/daly_city/codes/code_of_ordinances?nodeId=TIT8HESA
- Belmont: https://library.municode.com/ca/belmont/codes/code_of_ordinances?nodeId=CICO_CH11HESA
- Hillsborough: https://library.municode.com/ca/hillsborough/codes/code_of_ordinances?nodeId=TIT8HESA
- San Mateo (City): <https://law.cityofsanmateo.org/us/ca/cities/san-mateo/code/7>
- East Palo Alto Code Enforcement: <https://www.cityofepa.org/building/page/code-enforcement>

- San Carlos: <https://www.codepublishing.com/CA/SanCarlos/#!/SanCarlos08/SanCarlos0827.html#8.27>
- South San Francisco: https://library.qcode.us/lib/south_san_francisco_ca/pub/municipal_code/item/title_8-chapter_8_16 and https://library.qcode.us/lib/south_san_francisco_ca/pub/municipal_code/item/title_8
- Burlingame: https://library.qcode.us/lib/burlingame_ca/pub/municipal_code/item/title_8
- Pacifica Food Establishments: https://library.municode.com/ca/pacifica/codes/code_of_ordinances?nodeId=TIT6SAHE_CH5GACORE
- Pacifica Garbage: https://library.municode.com/ca/pacifica/codes/code_of_ordinances?nodeId=TIT6SAHE_CH5GACORE_ART1GACO
- Redwood City: RWC has multiple segments of their code that would apply to this topic. The link to the Code in General is: https://library.municode.com/ca/redwood_city/codes/city_code?nodeId=REDWOOD_CALIFORNIAMUCO

APPENDIX A

Photographs of exteriors



Figure 1: San Mateo, September 2023



Figure 2: Millbrae, September 2023



Figure 3: Millbrae, September 2023



Figure 4: Millbrae, September 2023



Figure 5: Millbrae, September 2023



Figure 6: Millbrae, September 2023



Figure 7: San Carlos, December 2023



Figure 8: San Carlos, November 2023



Figure 9: San Carlos, December 2023



Figure 11: San Carlos, October 2023

APPENDIX B

Survey

1. Please list your name, title or job description and the city/town you represent.

Surveys were sent to managers of the twenty cities and towns in San Mateo County. Responses were as follows:

City/Town	Response Received
Atherton	No
Belmont	Yes
Brisbane	No
Burlingame	Yes
Colma	No
Daly City	Yes
East Palo Alto	Yes
Foster City	Yes
Half Moon Bay	No
Hillsborough	Yes
Menlo Park	Yes
Millbrae	No
Pacifica	Yes
Portola Valley	No
Redwood City	Yes
San Bruno	Yes
San Carlos	Yes
San Mateo	No
South San Francisco	Yes
Woodside	Yes

2. What sanitation standards are applied to the garbage/trash areas of restaurants, bars and food services?

Respondents cited the County ordinance code and various municipal codes and standards. One entity had no response and another responded their city/town has no restaurants.

3. What standards are applied to sanitation, trash and street cleaning related to the "parklets" or other outdoor areas used for food service?

Most respondents cited state, county or municipal standards. One city noted they have specific regulations for parklets. Another city said they have no standards because parklets are the responsibility of restaurants.

4. What department(s) of the City enforce these standards?

Enforcement of standards may be done by:

- County Health
- Building/Fire/Public Works
- Planning & Building, Dept of Water & Wastewater Resources
- Planning
- Public Works
- Police, Code Enforcement
- Engineering Division
- Community & Economic Development. Department

5. Are regular inspections made or is inquiry only made upon complaint?

Most responded inspections are complaint-based. A few municipalities conduct regular, periodic inspections.

6. Upon inquiry by the City (either by inspection or complaint) what standards are applied to determination of a violation, or recommendation to an owner?

Standards listed included:

- County Health
- Parklet Standards
- Municipal Codes
- California Building Code, California Fire Code, Americans with Disabilities Act (ADA)

7. What agencies or organizations outside of the City are involved in maintaining standards, such as Recology, Republic Services or South San Francisco Scavenger?

- Recology
- Recology of the Coast
- Greenwaste Recovery
- Republic
- County Health
- No response, but noted there is a city contract with a power washing service and that information is made available to parklet owners

APPENDIX C

California Health & Safety Code Article 4

Health and Safety Code - HSC, DIVISION 104. ENVIRONMENTAL HEALTH [106500 - 119406] , PART 7. CALIFORNIA RETAIL FOOD CODE [113700 - 114437] , CHAPTER 7. Water, Plumbing, and Waste [114189 - 114245.7]
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=104.&title=&part=7.&chapter=7.&article=4

ARTICLE 4. REFUSE

114244.

- (a) Each food facility shall be provided with any facilities and equipment necessary to store or dispose of all waste material.
- (b) Waste receptacles shall be provided for use by consumers.
- (c) A receptacle shall be provided in each area of the food facility or premises where refuse is generated or commonly discarded, or where recyclables or returnables are placed.

114245

- (a) An area designated for refuse, recyclables, returnables, and a redeeming machine for recyclables or returnables shall be located so that it is separate from food, equipment, utensils, linens, and single-service and single-use articles and a public health hazard or nuisance is not created.
- (b) Receptacles and waste handling units for refuse, recyclables, and returnables shall not be located so as to create a public health hazard or nuisance or interfere with the cleaning of adjacent space.

114245.1

- (a) All refuse, recyclables, and returnables shall be kept in nonabsorbent, durable, cleanable, leakproof, and rodent proof containers and shall be contained so as to minimize odor and insect development by covering with close-fitting lids or placement in a disposable bag that is impervious to moisture and then sealed.
- (b) Refuse containers inside a food facility need not be covered during periods of operation.
- (c) All refuse shall be removed and disposed of in a sanitary manner as frequently as may be necessary to prevent the creation of a nuisance.
- (d) Storage areas, enclosures, and receptacles for refuse, recyclables, and returnables shall be maintained in good repair.
- (e) Refuse, recyclables, and returnables shall be removed from the premises at a frequency that will minimize the development of objectionable odors and other conditions that attract or harbor insects and rodents.

114245.2. Cardboard or other packaging material that does not contain food residues and that is awaiting regularly scheduled delivery to a recycling or disposal site may be

stored outside without being in a covered receptacle if it is stored so that it does not create a rodent harborage problem.

114245.3. If located within the food facility, a storage area for refuse, recyclables, and returnables shall meet the requirements for floors, walls, ceilings, and vermin exclusion as specified in this part.

114245.4. If provided, an outdoor storage area or enclosure used for refuse, recyclables, and returnables shall be constructed of nonabsorbent material such as concrete or asphalt and shall be easily cleanable, durable, and sloped to drain.

114245.5. Receptacles and waste handling units for refuse and recyclables shall be installed so that accumulation of debris and insect and rodent attraction and harborage are minimized and effective cleaning is facilitated around and, if the unit is not installed flush with the base pad, under the unit.

114245.6.

(a) Receptacles and waste handling units for refuse, recyclables, and returnables shall be thoroughly cleaned in a way that does not contaminate food, equipment, utensils, linens, or single-service and single-use articles, and wastewater shall be disposed of as specified under Section 114241.

(b) Soiled receptacles and waste handling units for refuse, recyclables, and returnables shall be cleaned at a frequency necessary to prevent them from developing a buildup of soil or becoming attractants for insects and rodents.

114245.7.

(a) Except as specified in subdivision (b), suitable cleaning implements and supplies such as high-pressure pumps, hot water, steam, and detergent shall be provided as necessary for effective cleaning of receptacles and waste handling units for refuse, recyclables, and returnables.

(b) If approved, off-premises-based cleaning services may be used if on-premises cleaning implements and supplies are not provided.

APPENDIX D

San Mateo County Inspection Checklist

<https://www.smchealth.org/sites/main/files/file-attachments/297097foodestab.pdf>



COUNTY OF SAN MATEO
HEALTH SYSTEM

Environmental Health
Services Food Program
2000 Alameda
de las Pulgas
Suite #100
San Mateo,
CA 94403
(650) 372-6200 FAX
(650) 627-8244
smchealth.org/food

FOOD FACILITY CHECKLIST

The goal of food safety is to promote health and prevent food-borne disease through education, training and regulation. This checklist reflects areas that are evaluated during a routine inspection. Use this as a guide to improve your facility's sanitation and compliance with the requirements from the California Retail Food Code.

FOOD RECEIVING	YES	NO	N/A
Raw or frozen raw molluscan shellfish (e.g. clams, mussels, scallops, oysters) properly labeled and labels maintained on site for at least 90 days.			
Temperature of live molluscan shellfish at or below 45°F.			
Food only from approved sources.			
Potentially hazardous foods delivered at a temperature of 41°F			
Frozen foods delivered in frozen condition with no evidence of thawing or refreezing.			
Food at improper temperature or in unacceptable condition rejected.			
Foods, especially refrigerated and frozen foods, placed in proper storage locations promptly.			
FOOD STORAGE	YES	NO	N/A
Foods protected from contamination, dirt, vermin, insects, chemicals, etc.			
Prepackaged and bulk foods properly labeled.			
Food stored at least 6 inches above floor in approved locations within the facility.			
Returned and damaged goods stored separate from other items.			
Raw meat and fish inside refrigerators and freezers stored below and away from ready-to-eat foods (e.g. salads, produce, beverages).			
Foods kept covered while in storage.			
Food which becomes contaminated or adulterated is discarded.			

FOOD PREPARATION	YES	NO	N/A
Frozen foods thawed by one of the following methods: <ul style="list-style-type: none"> • Under cold running water • In a refrigerator • In a microwave • As part of the cooking process 			
Hot potentially hazardous foods cooled as quickly as possible by one or more of the following methods prior to placement in a refrigerator or freezer: <ul style="list-style-type: none"> • In an ice bath with stirring • With a rapid cool stirring device • In a blast chiller • By adding ice • In shallow heat conducting pans on ice • Separating food into smaller or thinner portions 			

	YES	NO	N/A
Food preparation sinks used only for preparation activities, and not hand washing, janitorial activities, or other uses.			
Sulfites not added to potentially hazardous foods.			
Potentially hazardous foods shall be thoroughly cooked to a minimum internal temperature of: <ul style="list-style-type: none"> • 165°F for poultry, comminuted poultry, game birds, stuffed meats, stuffed pasta, and reheated foods. • 157°F for ground beef, other comminuted meats, and foods containing comminuted meat. (Or 155°F for a minimum of 15 seconds) • 155°F for pork. • 145°F for eggs, food containing raw eggs, and other cooked potentially hazardous food. 			
FOOD SERVING	YES	NO	N/A
Prepackaged foods properly labeled with common name, list of ingredients, net weight, name and address of manufacturer, etc.			
Uneaten food returned from customer is discarded and not reused or reserved.			
Self-serve buffets, salad bars, snack counters, bulk food dispensers, and self-serve units. Provide adequate protection for food and utensils from contamination by customers (e.g. sneezing, coughing, and handling).			
Tongs, ladles, spoons, etc. used for food service rather than direct contact with hands.			

TEMPERATURE CONTROL/THERMOMETERS	YES	NO	N/A
Potentially hazardous foods kept at or below 41°F, or at or above 135°F.			
When cooling or heating potentially hazardous foods, the time spent in the DANGER ZONE (41 °F - 135°F) is kept to a minimum.			
Easily readable thermometers (accurate to ± 2°F) in the warmest part of each refrigeration and freezer unit.			
Metal probe-type thermometer on premise if potentially hazardous food served.			
Thermometers are sanitized before and after use, and periodically calibrated. (Employees should be able to demonstrate that they know how to calibrate a probe thermometer)			
UTENSIL WASHING/STORAGE	YES	NO	N/A
Utensils protected from contamination, dirt, vermin, insects, chemicals, etc.			
Multi-service customer utensils (e.g. plates, glasses, silverware) sanitized by mechanical dish machine as per manufacturer specifications, or if manually washed, sanitized by one of the following methods: <ul style="list-style-type: none"> • 100 ppm chlorine for 30 seconds • 25 ppm iodine for 60 seconds • 200 ppm quaternary ammonium for 60 seconds • 180°F water for 30 seconds 			
Test strips or thermometer available for measuring the method of sanitizing utensils.			

	YES	NO	N/A
Three- compartment sink with dual integral drain boards available for utensil washing (except where 2 compartment exemptions is applicable).			
Compartments are large enough to accommodate the largest utensil in use.			
Utensils are clean and in good repair.			
Kitchen and serving utensils are routinely cleaned and sanitized.			
Utensils are commercial-grade and meet applicable National Sanitation Foundation (NSF) at CAL CODE standards.			
All mechanical dishwashers are provided with dual integral drain boards.			
Proper sanitizer and chemical levels, and temperature maintained at all times during operation of dish machines.			
Single-service customer utensils used only once and disposed of in a sanitary manner.			
Serving utensils (e.g. scoops, spoons, ladles, etc.) for potentially hazardous foods, while in use are kept at or below 41°F or above 135°F, or in a dipper well continually provided with clean water.			
TOILET FACILITIES	YES	NO	N/A
Employee toilet facilities provided.			
Customer toilet facilities provided where required.			

Tight-fitting self-closing doors provided.			
Food, utensils, equipment, supplies, etc., not stored in toilet facilities.			
Toilet paper, single-use sanitary towels (or air dryer) and hand cleanser provided from approved dispensers.			
Hot and cold water, under pressure, provided from a mixing faucet (or combination faucet) at hand sink.			
Ventilation provided.			
HANDWASHING FACILITIES	YES	NO	N/A
Within or adjacent to restrooms and kitchens.			
Provided with single service sanitary towels (or air dryers) and hand cleanser from and approved dispensers.			
Hot and cold water, under pressure, provided from a mixing faucet (or combination faucet) at hand sink.			
Kept readily accessible at all times			
Facilities provided exclusively for hand washing in food prep areas that are sufficient in number and conveniently located. (construction/remodels on or after January 1, 1996)			
CHEMICALS/PESTICIDES	YES	NO	N/A
Properly labeled.			
Stored away from food and utensils. Stored in separate enclosure if stored in food preparation area.			
Pesticides specifically approved for use within food facilities.			
Chemicals, pesticides, hazardous materials properly used. MSDS data available for employees.			

JANITORIAL FACILITIES	YES	NO	N/A
Area provided for storage of cleaning supplies and equipment which is separate from food preparation, food storage, utensil cleaning, and utensil storage areas.			
Janitorial sink or basin provided with hot and cold water.			
Backflow prevention device provided for sink.			
Cleaning equipment (e.g. mops, buckets, brooms, etc.) kept away from food and utensils.			
LIGHTING	YES	NO	N/A
Minimum intensity of 20 foot-candles (ftc) in food preparation and utensil cleaning areas.			
Minimum intensity of 10ftc elsewhere but intensity of at least 20 ftc available during cleaning operations.			
Shatter-proof light covers in food preparation, food storage (except where food is in unopened, original containers), and utensil cleaning areas.			

VERMIN/INSECTS	YES	NO	N/A
Facility free of rodents and insects.			
Harborage and entrances eliminated. Droppings and dead insects cleaned up.			
Facility kept fully enclosed. Entrances protected by tight-fitting, self-closing doors or air curtains. Openable windows protected by screens.			
Pest control performed by licensed pest control operator.			
GARBAGE/REFUSE DISPOSAL	YES	NO	N/A
Facilities provided for garbage disposal and storage.			
Containers are leak proof and rodent proof with tight-fitting lids.			
Garbage placed in securely fastened plastic bags before placement in dumpster.			
Garbage removed frequently.			
WATER SUPPLY	YES	NO	N/A
Water supply from an approved source.			
Hot and cold water provided in adequate amounts.			
EMPLOYEE HABITS	YES	NO	N/A
Employees wash hands before beginning work, between working with raw food and ready-to- eat foods, after coughing or sneezing, after touching soiled equipment or utensils, after using restrooms, and after engaging in any other activity that contaminates the hands.			
Employees wear clean garments or uniforms.			
Employees do not use tobacco products where food is prepared, served, or stored, or where utensils are cleaned or stored.			
Employees do not work if ill.			
Employees have been instructed in safe food handling practices.			
Employees routinely check temperatures of potentially hazardous foods during storage, preparation and serving, and check utensil cleaning chemical levels, water temperatures, and water pressures.			

EMPLOYEE CHANGE/STORAGE FACILITIES	YES	NO	N/A
Area provided for employee changing which is separate from toilets, food storage, food preparation, utensil cleaning, and utensil storage areas.			
PLUMBING	YES	NO	N/A
All sewage and wastewater disposed of to an approved sewer or septic system.			
Indirect waste drainage via a floor sink or funnel drain provided for all equipment that discharges wastes (e.g. prep sinks, utensil sinks, steam tables, salad bars, Chinese ranges, ice machines, ice storage bins, beverage machines, steam-jacketed kettles, display cases, refrigeration/freezer units, etc.)			
Indirect waste receptacles readily accessible for cleaning and inspection, and not located inside cabinets.			

Floor drains absent from food storage areas.			
Plumbing kept clean, fully operative, and in good repair.			
Grease interceptors and septic tanks regularly cleaned out by licensed plumbers.			
EQUIPMENT	YES	NO	N/A
Equipment clean and in good repair.			
Equipment easily cleanable and meets applicable NSF and the California Retail Food Code standards.			
Unused equipment removed from premises.			
Approved ventilation/exhaust equipment provided over cooking equipment and high temperature dish machines.			
WALLS, FLOORS, CEILINGS	YES	NO	N/A
Floors are smooth, durable, non-absorbent, and easily cleanable in areas where: <ul style="list-style-type: none"> • food prepared, packaged, or stored; • where utensils are cleaned or stored; • where garbage is stored; • where janitorial facilities are located; • in toilet and hand washing facilities; • in employee change and storage areas. 			
Floor material extends up the walls and toe kicks at least 4 inches with a minimum of 3/8 inch radius at the wall/floor and wall/toe-kick junctures in all areas mentioned above except where exempted (e.g. where foods are stored in their unopened original containers).			
Walls and ceilings smooth must be durable, non-absorbent, and easily cleanable in all areas except where exempted (e.g. dining areas, closed food storage areas, and certain portions of bar areas).			
Walls and ceiling finishes light colored in food preparation, utensil cleaning areas, and inside walk-in refrigeration units.			
SIGNS	YES	NO	N/A
Official Food Placard must be posted and clearly visible at the entrance of facility.			
Valid health permit posted in a conspicuous location.			
<i>No Smoking</i> signs posted in food preparation, food storage, utensil cleaning, and utensil storage areas.			

	YES	NO	N/A
Hand washing signs posted in toilet rooms.			
If facility has sit-down dining, <i>Choking First Aid</i> poster placed where it is readily accessible to employees.			

ADDITIONAL INFORMATION	YES	NO	N/A
Any construction, remodeling, alterations, and the installation of new equipment must be approved by the Health Department before commencing work.			
Applicable building and fire codes are met.			
Manager certification/ Food handler certifications are available on site.			
Tobacco permit available if applicable			

COMMENTS/OBSERVATIONS:

Release Date: July 9, 2024
2023-2024 San Mateo County Civil Grand Jury

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

FOR THE MEETING OF: OCTOBER 1, 2024

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

**FROM: Maz Bozorginia, Public Works Director/City Engineer
Helen Wolter, Public Works and Sustainability Programs Manager**

**TITLE: RESPONSE TO SAN MATEO COUNTY CIVIL GRAND JURY REPORT - “THE STATE OF
COMPOST COMPLIANCE IN SAN MATEO COUNTY”**

RECOMMENDATION:

Adopt a resolution authorizing the Mayor to sign a letter in response to the San Mateo County Civil Grand Jury’s Report, entitled “The State of Compost Compliance in San Mateo County” dated July 11, 2024

FISCAL IMPACT:

There is no fiscal impact associated with this action. However, future costs may arise related to enhanced waste evaluations, route audits, and data collection efforts.

BACKGROUND:

On July 11, 2024, the San Mateo County Civil Grand Jury issued a report titled, “The State of Compost Compliance in San Mateo County” (Attachment 3). The report focuses on the rates of compost contamination and the effectiveness of different jurisdictions’ efforts to enroll people in compost programs and minimize contamination across San Mateo County. This report comes in light of SB 1383, which requires compostable materials to be separated from regular waste. The Grand Jury report looked into several aspects where improvements may be necessary, particularly regarding the management of organic waste by multi-family dwellings and businesses. Additionally, the report highlighted the lack of readily accessible data on diversion rates, which hampers public awareness and accountability. The City of Half Moon Bay, along with other municipalities, is required to respond to the findings and recommendations of the Grand Jury by October 9, 2024.

DISCUSSION:

The Civil Grand Jury Report “The State of Compost Compliance in San Mateo County” contains findings and recommendations. The City’s draft response letter (Attachment 2) includes responses to those findings.

Pursuant to Penal Code Section 933.05, the City is obligated to respond to the Grand Jury report's findings and recommendations no later than October 9, 2024.

ATTACHMENTS:

1. Resolution Accepting City Response to Grand Jury – “The State of Compost Compliance in San Mateo County”
2. Response letter to the Grand Jury Report – “The State of Compost Compliance in San Mateo County”
3. Grand Jury Report dated July 11, 2024 – “The State of Compost Compliance in San Mateo County”

Resolution No. C-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY ACCEPTING THE FINDINGS AND RECOMMENDATIONS FROM THE SAN MATEO COUNTY GRAND JURY REPORT - "THE STATE OF COMPOST COMPLIANCE IN SAN MATEO COUNTY"

WHEREAS, on July 11, 2024, the San Mateo County Civil Grand Jury issued a report - "The State Of Compost Compliance In San Mateo County"; and

WHEREAS, the Grand Jury report included a request to the City of Half Moon Bay to respond to the report's findings and recommendations by October 9, 2024; and

WHEREAS, at the regular City Council meeting on October 1, 2024, the City Council reviewed this report, its findings and recommendations, and authorized the Mayor to sign the response letter as required under Penal Code § 933.05(b).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby accepts the findings and recommendations from the San Mateo County Grand Jury Report - "The State Of Compost Compliance In San Mateo County" and authorizes the Mayor to sign and submit the response (Exhibit A).

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of October 2024, 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

Joaquin Jimenez, Mayor



October 1, 2024

Hon. Amarra A. Lee
Judge of the Superior Court
c/o Bianca Fasuescu
Hall of Justice
400 County Center – 2nd Floor
Redwood City, CA 94063-1655

RE: San Mateo County Civil Grand Jury Report - “The State of Compost in San Mateo County”

Dear Judge Amarra Lee,

The City of Half Moon Bay hereby submits this letter in reply to the San Mateo Grand Jury Report - “The State of Compost Compliance in San Mateo County.” Pursuant to Penal Code Section 933.05 and the Brown Act, this response was approved by the City Council at the October 1, 2024, public meeting.

FINDINGS

F1. High green cart enrollment costs and insufficient bin space are the dominant contributors to low participation rates among multi-family dwellings and businesses.

Response: Partially agree – Due to the fact that most of the multi-family dwelling units are older, the lack of space for bins is the biggest problem that we see when trying to have compost bins available for residents. Cost doesn’t seem to be the issue – it’s more of a question of where the bins will fit.

F2. Green bin contamination among compliant multi-family dwellings and businesses prevents them from diverting more organic waste.

Response: Agree

F3. City, County, and RethinkWaste compliance outreach efforts for multi-family dwellings and businesses could improve because a significant portion of these properties remain non-compliant.

Response: Agree

F4. Multi-family dwellings and businesses produce a significant amount of the County’s organic Waste.

Response: Agree

F5. Citizens cannot conveniently access reliable diversion and participation rates because JPAs and cities do not make the information available on their government websites.

Response: Agree

F7. An alternate and reliable method to separating waste tons by property type would be analyzing contamination statistics from route audits and waste evaluations.

Response: Partially agree - While this would assist with determining waste tons per property type, it would be challenging to track as required under SB 1383 current regulations.

RECOMMENDATIONS

R1. Beginning March 1, 2025, cities, the County, and RethinkWaste should host regular in person green cart enrollment summits for non-compliant businesses and multi-family dwellings, and identify other new compliance strategies.

Response: The recommendation has not been implemented due to the lack of staff capacity, but the City of Half Moon Bay supports the proposal and plans to partner with nearby jurisdictions and the County on green cart enrollment summits and outreach.

R4. Beginning November 30, 2024, cities should publish quarterly or annual waste reports with diversion and participation rates on their government websites.

Response: The recommendation has not been implemented but the City of Half Moon Bay will implement by November 30, 2024.

R8. By February 1, 2025, jurisdictions should develop and implement new ways to make green bins usable in multi-family dwellings and businesses' narrow or small waste enclosures.

Response: For businesses – this is already being implemented. They receive service at a minimum of once a week under our Franchise Agreement. Republic, our hauler, then works with them to right-size their service. Republic works with the City of Half Moon Bay if there are any issues around this implementation. For the challenge of limited bin space at multi-family units, the City of Half Moon Bay has worked with property managers and its hauler to right-size bins given the limited capacity

In closing, the City of Half Moon Bay thanks the Civil Grand Jury for its efforts to address the issues around diversion rates. We appreciate the opportunity to share our perspective.

Sincerely,

Joaquin Jimenez
Mayor
City of Half Moon Bay



2023-2024 SAN MATEO COUNTY CIVIL GRAND JURY



THE STATE OF COMPOST COMPLIANCE IN SAN MATEO COUNTY

THE STATE OF COMPOST COMPLIANCE IN SAN MATEO COUNTY

ISSUE

California regulations adopted pursuant Senate Bill 1383 (2016) mandate separating compostable materials like food waste from garbage to reduce methane emissions. How effective has San Mateo County been at meeting composting goals, and what can be done to improve?

SUMMARY

Starting January 1, 2022, regulations adopted pursuant Senate Bill 1383 (2016) required California businesses and residents to participate in organic waste collection. According to a 2022 San Mateo Daily Journal article, 70% of Burlingame’s businesses and multi-family dwellings did not have organic waste collection services. San Bruno had 86% of businesses and 45% of multi-family dwellings without organic waste collection (Browning 2022). From December 2023 to April 2024, officials were interviewed and data was collected from the County, cities, the RethinkWaste Joint Powers Authority (JPA), and haulers to assess current compliance.

A statewide goal is to reduce 75% of organic waste disposal from 2014 levels by 2025. Disposal means sending all waste, organic, recyclable, or trash, to the landfill. Diversion means sending organic waste or recyclables to conversion centers, where they become compost, mulch, or consumer recycled content, as opposed to sending them to landfills. Any stand-alone references to diversion in this report refers to converted organic waste and recycling combined. “Organic waste diversion” only refers to only converted organic waste. This report’s goal is to identify where consumers and producers are failing to fully contribute to organic waste diversion consistent with their abilities.

The report’s recommendations are that the responsible local public entities implement solutions to increase organic waste participation and diversion rates. Notably, jurisdictions should have begun penalizing generators for non-compliance beginning January 1, 2024 (California Public Resources Code § 42652.5 (2022)). Most multi-family dwellings and businesses in San Mateo County have lower organics collection enrollment compared to single-family homes. High enrollment rates for all three property types, however, do not necessarily result in high diversion

rates and more organic waste in the waste stream. For example, in 2023, Foster City’s multi-family dwellings had a 98.81% participation rate; but, organics made up only 5.49% of total waste (Recology San Mateo County 2024, 2023).

There are several reasons behind multi-family dwellings and businesses having low participation and diversion rates. Green cart enrollment costs, and insufficient space for the three-cart system are the largest factors. Contamination brought about by improperly sorting organics into bins also plays a role. In some multi-family dwellings, trash chutes do not offer an opportunity to sort and appropriate bins are not conveniently located. Further, local governments cannot reliably assess their progress on Senate Bill (SB) 1383 compliance because JPAs, haulers, and cities have different data reporting formats. And residents and the press must retrieve waste statistics from haulers because most cities do not have or post them.

To address these problems, the Grand Jury recommends that:

1. Cities, the County, and RethinkWaste should host monthly in-person green cart enrollment summits for non-compliant businesses and landlords and develop and implement other compliance strategies.
2. Jurisdictions should develop and implement new ways to make green bins usable in multi-family dwellings’ and businesses’ narrow or small waste enclosures.
3. To increase transparency and accountability, cities and the County should regularly publish waste reports with diversion and participation rates on their government websites.

BACKGROUND

On September 19, 2016, Governor Jerry Brown signed Senate Bill 1383 to reduce California’s methane emissions. This law classifies any person or entity responsible for creating organic waste as an “organic waste generator” (Short-Lived Climate Pollutants, Cal. Code Regs. tit. 14, § 18982 (2020)). Generators must comply with the law by subscribing to their jurisdiction’s organic waste collection service or self-hauling organic waste (§ 18984.9 (2020)). If residents or businesses do not subscribe or self-haul, “a jurisdiction shall impose penalties for violations” ranging from \$50-\$500 depending on one or more infractions (§ 18997.2 (2020)). SB 1383 defines jurisdictions as “a city, county, a city and county, or a special district that provides solid waste collection services.” (§ 18982 (2020)).

The new law builds on previous solid waste management legislation. Assembly Bill 939 was the first law of its kind to provide a solid waste diversion goal for cities and counties. Each

jurisdiction had to divert 50% or more of solid waste from the landfill starting January 1, 2000 through source reduction, recycling, and composting (Cal. Pub. Res. Code § 41780 (1989)). SB 1016 later replaced Assembly Bill (AB) 939 with a per capita disposal rate equivalent to the 50% annual diversion rate (§ 41780.05 (2008)). In 2011, lawmakers directed businesses that generate four or more cubic yards of commercial solid waste weekly and multifamily dwellings of five units or more to recycle (§ 41780.05).

Equation 1. Diversion Rate

$$[(R+O)/(R+O+S)] * 100 = \text{Diversion Rate \%}$$

R: Recycling tons, **O:** Organic tons, **S:** Solid Waste tons

(Sources: Republic Services 2024a and 2024b, [Recology San Mateo County Q4 2023 Report](#), GreenWaste 2023)

California passed SB 1383 to tackle the pervasiveness of organic and recyclable waste in landfills. In 2021, CalRecycle estimated landfill composition to be 28.4% organic waste (11,305,710 tons), 15.5% paper (6,193,825 tons), and 13.7% plastic (5,445,299 tons) (2022a). Failing to divert the majority of reusable materials has polluted the environment Californians share. From August 2016 to October 2018, landfills were the largest source of methane, contributing 41% of point source emissions (California Air Resources Board 2019). California’s track record on recycling and waste emissions has not improved over the years either, as emissions have increased by 24.4% since 2000 (CARB 2023). If mandatory organic waste collection successfully diminishes landfill emissions, it will support the struggle against climate change.

SB 1383 aims to reduce 75% of organic waste disposal from 2014 levels by 2025 (Cal. Health & Safety Code § 39730.6 (2016)). Signing up for a green composting bin is a key to achieving this goal. Jurisdictions that do not have the standard three-cart system of garbage (usually gray, brown, or black cart), recyclables (blue cart), and organics (green cart) can still participate under certain conditions. For example, a two-cart system with only blue and gray carts can have the latter contain organics and garbage. Haulers must deliver the mixed waste gray carts “to a facility that meets or exceeds the organic waste content recovery requirements...” (Cal. Code Regs. tit. 14, § 18984.2 (2020)).

Of the 20 cities in San Mateo County, the state orders 18 to comply with SB 1383. CalRecycle issued a low-population waiver to Colma and Portola Valley on January 1, 2022 (n.d1.). They are exempt from enforcing both laws, and were not interviewed for this report.

An earlier investigation on the conditions of landfill capacity inspired this report. In the 2018-2019 Grand Jury year, jurors released the report “Planning for the County’s Waste Management Challenges.” They used data from a 2014 CalRecycle analysis to note that organic waste

comprised 71% of all waste sent to the landfill in the County (SMC Civil Grand Jury 2019). Additionally, Republic Services, which operates Ox Mountain Landfill, projected that the landfill would close by 2034 based on disposal rates (2019). Although the report highlighted the connection between SB 1383 and landfill capacity, jurors geared their recommendations predominantly on revising the County Integrated Waste Management Plan. This 2023-2024 report: “The State of Compost Compliance in San Mateo County” is different. It examines how increasing composting participation in multi-family dwellings and businesses can contribute to solving the landfill problem.

Economic Factors Impacting SB 1383 Progress

On September 8, 2022, Shereen D’Souza, former CalEPA (California Environmental Protection Agency) Deputy Secretary, told the Milton Marks Commission that the state missed its 2020 recycling goal. Ms. D’Souza referred to the 50% reduction in organic waste disposal from 2014 levels by 2020 under Health & Safety Code § 39730.6 (2016). This goal was the precursor to the current 75% organic waste disposal reduction from 2014 levels by 2025 described above. The Deputy Secretary remarked, “Until this year, CalRecycle’s regulations to meet the organic waste reduction targets were not enforceable” (D’Souza 2022). She adds, “So, it makes sense that the 2020 diversion rate required in 1383 was not met” (2022).

In the same interview, former CalRecycle Director, Rachel Machi Wagoner, described how far California missed the mark. Ms. Wagoner said, “As a matter of fact, in 2020, we were roughly a million tons over our 2014 baseline” (2022). Businesses and residents sent more organics to landfills in 2020 than six years prior. It might be assumed that the COVID-19 pandemic pushed Californians to consume more than usual at home given the lockdowns. Yet, 2020 was also a recessionary year, which decreased some workers’ incomes.

Industrial production and civilian consumption rates are the most consequential causes of landfill pollution. CalRecycle observed that “a strong correlation between disposal and economic growth” prevails (2020). In 1989, California’s GDP “was \$0.72 trillion” and “statewide traditional landfill disposal was 44 million tons” (CalRecycle 2020). In 2018, California’s GDP “rose to \$3 trillion” (CalRecycle 2020), while landfill and “disposal-related activities” (see Glossary) climbed to 46,255,505 tons (CalRecycle 2024).

Categories > U.S. Regional Data > States > California

★ Real Gross Domestic Product: All Industry Total in California (CARGSP)

DOWNLOAD

Observation:
2023: 3,233,151.0
(+ more)
Updated: May 23, 2024 2:45 PM CDT

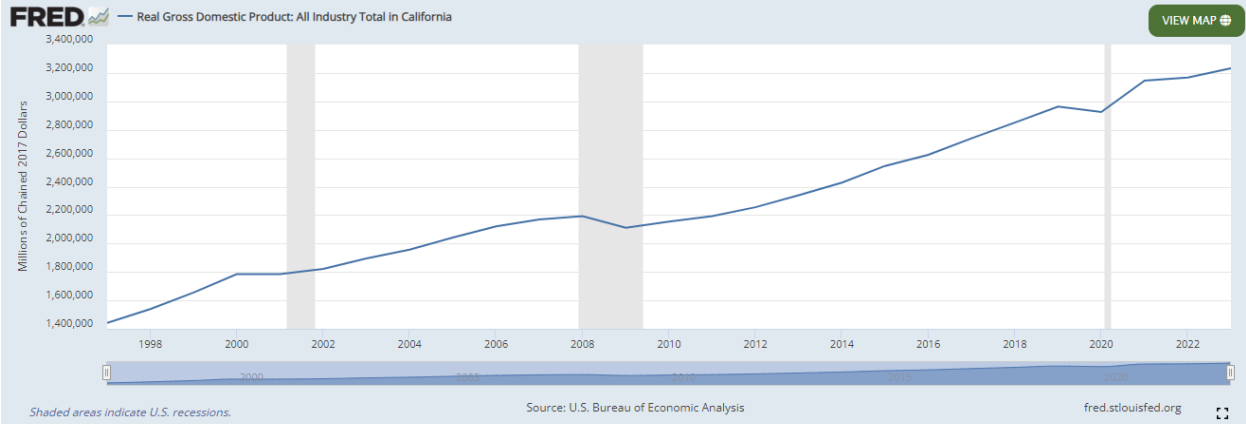
Units:
Millions of Chained 2017 Dollars,
Not Seasonally Adjusted

Frequency:
Annual

1Y | 5Y | 10Y | Max

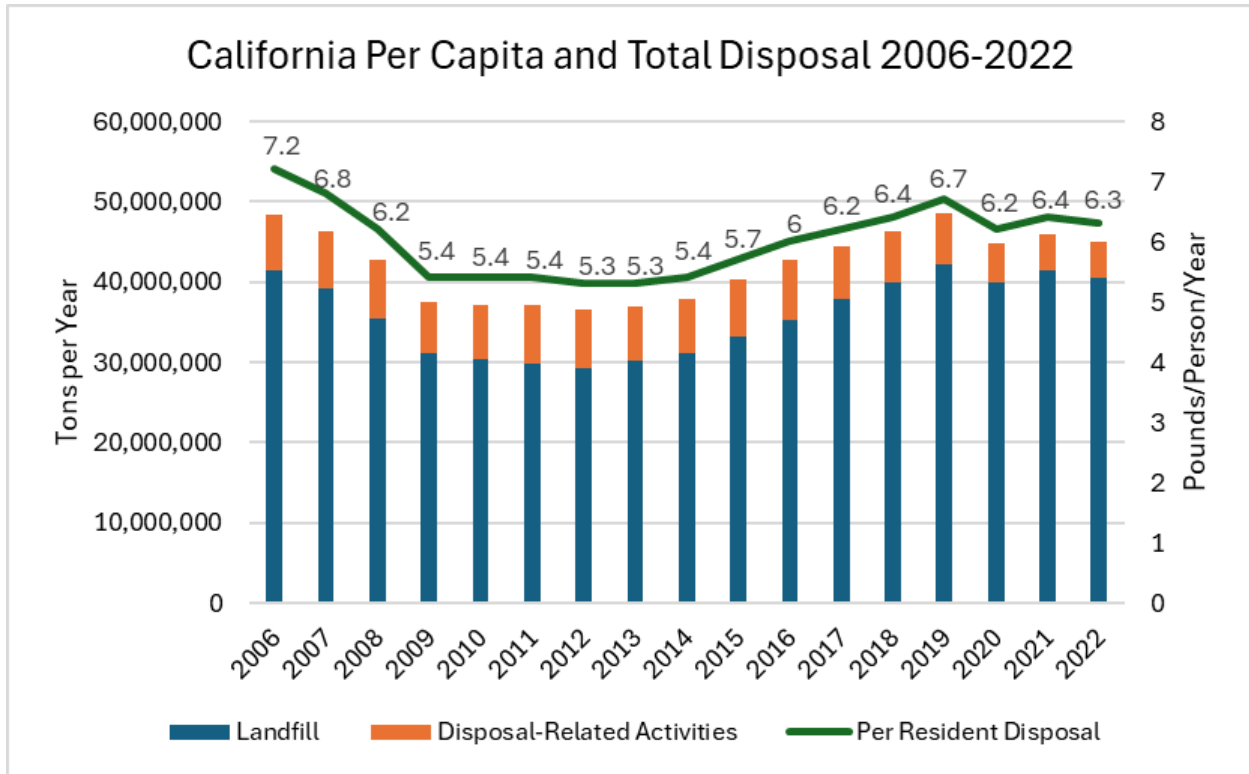
1997-01-01 to 2023-01-01

EDIT GRAPH



Source: [Real Gross Domestic Product: All Industry Total in California \(CARGSP\) | FRED | St. Louis Fed](#)

During the Great Recession (2007-2009), landfill disposal plummeted by 20.7% in California (CalRecycle 2020). In 2020, the state’s overall disposal (landfill added to disposal-related activities) tonnage fell by 7.46% when compared to the 2019 peak (CalRecycle 2024). Per capita disposal rates, and by extension overall disposal, have risen in the state since 2014 (2024). As the chart and table below illustrates, the timing of SB 1383 enforcement appears to not have a significant impact on California reaching its 2020 objective. Curiously, the 2020 surge of organic waste in landfills occurred while overall disposal fell.



Sources: [2018 State of Disposal and Recycling in California](#), [State of Disposal and Recycling Report 2021](#), [State of Disposal and Recycling Report 2022](#); note, values are found in Appendix 1, Figure 2 or 3 on each report

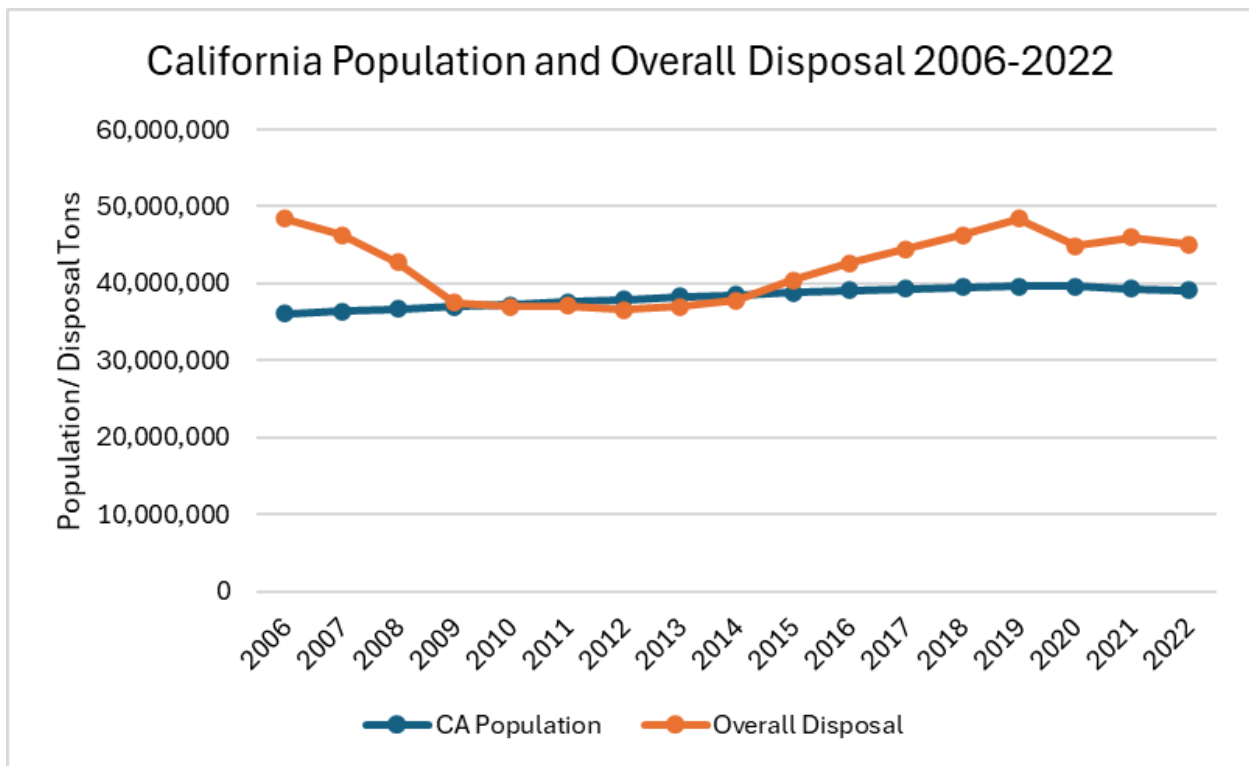
Table 1. State Compost Tonnages and Percentage of Overall Waste 2018-2022

	2018	2019	2020	2021	2022
% of total waste	12%	12.28%	12.3%	12.41%	14.73%*
Compost Tons	≈9,312,000	9,522,164	9,522,164	9,522,164	≈11,200,000*

Sources: [2018 State of Disposal and Recycling in California](#), [2019 State of Disposal and Recycling and Exports in California](#), [State of Disposal and Recycling Report 2020](#), [State of Disposal and Recycling Report 2021](#)

*Jurors could only find evidence of this number through an Associated Press ([California is forging ahead with food waste recycling. But is it too much, too fast?](#)) article, which cited Rachel Wagoner. The [State of Disposal and Recycling Report 2022](#) offers a combined amount for “Source Reduction, Recycling, and Composting,” but not for its individual components.

Overall disposal tonnages throughout the 2006-2022 period have not increased alongside the population. Again, waste deposited at landfills fell 20.7% during the Great Recession in spite of the population growing by 1.56% (CalRecycle 2020; California Department of Finance 2012). Even more peculiar is that overall disposal hit rock bottom in 2012, shedding 2.58% of its 2009 volume (2020). Nonetheless, the state’s 2012 population rose by 2.59%, an inverse of landfill trends, from its 2009 value (California Department of Finance 2022, 2012). Since population growth and SB 1383 implementation inadequately explain waste patterns, macroeconomic events are the significant factor governing waste generation. A former CalRecycle executive has expressed concern over this fact and opined which economic actors spawn the most waste.



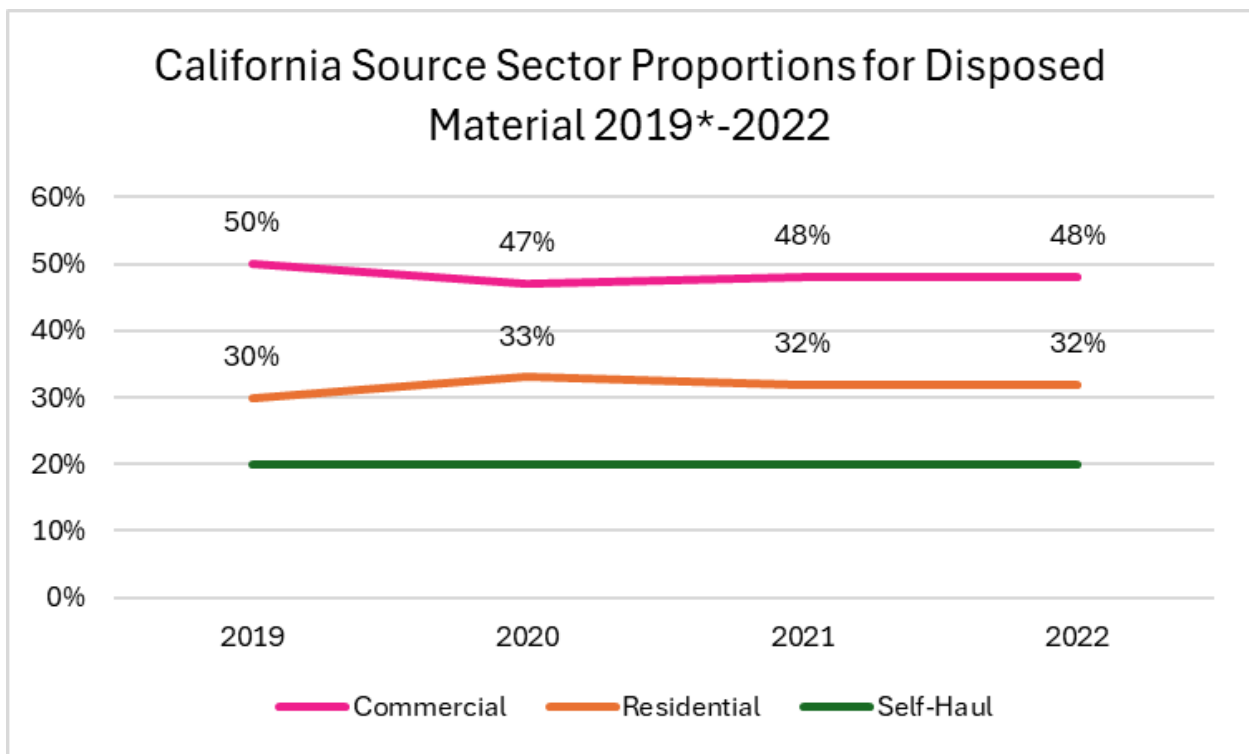
Sources: [2018 State of Disposal and Recycling in California](#), [State of Disposal and Recycling Report 2021](#), [State of Disposal and Recycling Report 2022](#), [E-4 Population Estimates for the State, 2001–2010](#), [E-4 Population Estimates for the State, 2011–2020](#), [E-4 Population Estimates for the State, 2021–2024](#)

Note: Population figures are for January 1 of each year according to the California Department of Finance

Former CalRecycle Director Rachel Machi Wagoner issued an urgent warning in the agency’s “State of Disposal and Recycling in California for Calendar Year 2020” report. Ms. Wagoner blamed “an economy driven by resource extraction and single-use disposable products” for California being on track to miss its 75% recycling goal by 2025 (CalRecycle 2021). She

claimed, “Consumers placing items in the right bin alone will not solve systemic problems like unrecyclable product designs and a lack of end markets for complex materials” (2021). A solution the Director proposes is getting “local and private partners” to efficiently collect and remanufacture the goods “California produces and uses” into new commodities (2021). Wagoner’s call for reaching the 2025 target focuses on getting manufacturers to sell goods with recyclable content. Annual reports from CalRecycle partially support this statement because manufacturers generate the highest proportions of refuse.

Businesses and multi-family dwellings with five or more units produce more landfill waste than residential properties statewide. For the last three and a half years, 47% to 50% of all refuse in the state originated from the commercial sector (CalRecycle 2024). Self-haulers contributed 20% of garbage. Residential properties contributed 30% to 33% (2024). An important distinction is that the California Code of Regulations labels multi-family dwellings of less than five units as residential areas (§ 18982 (2020)). Multi-family dwellings with five or more units, then, fall under the commercial category.



Source: [State of Disposal and Recycling Report 2022](#); * = Data from Q3 and Q4 2019 only

METHODOLOGY

Interviews

The Civil Grand Jury interviewed officials from nine cities: Atherton, Brisbane, Daly City, Half Moon Bay, Millbrae, Pacifica, San Bruno, South San Francisco, and Woodside.

Instead of interviewing the nine remaining cities directly, the Grand Jury spoke with an official from the RethinkWaste JPA. Each city has one council member on the Board of Directors (RethinkWaste n.d. (no date)). Jurors interviewed San Mateo County twice to gather information on unincorporated areas outside and inside the RethinkWaste service area. Lastly, three haulers were interviewed (Republic Services, Recology of the Coast, and Recology San Bruno) because their cities had incomplete data.

Online Public Documents

The CalRecycle and California Air Resources Board websites provided the state's most recent recycling rates and landfill composition. RethinkWaste was the only public entity that disseminated diversion rates for cities and a few unincorporated areas on their agency website. This jurisdiction provided calendar year quarterly records and diversion rates separated by the three property types (single-family, multi-family dwellings, and businesses). This makes comparing performance across cities straightforward.

Private Electronic Documents

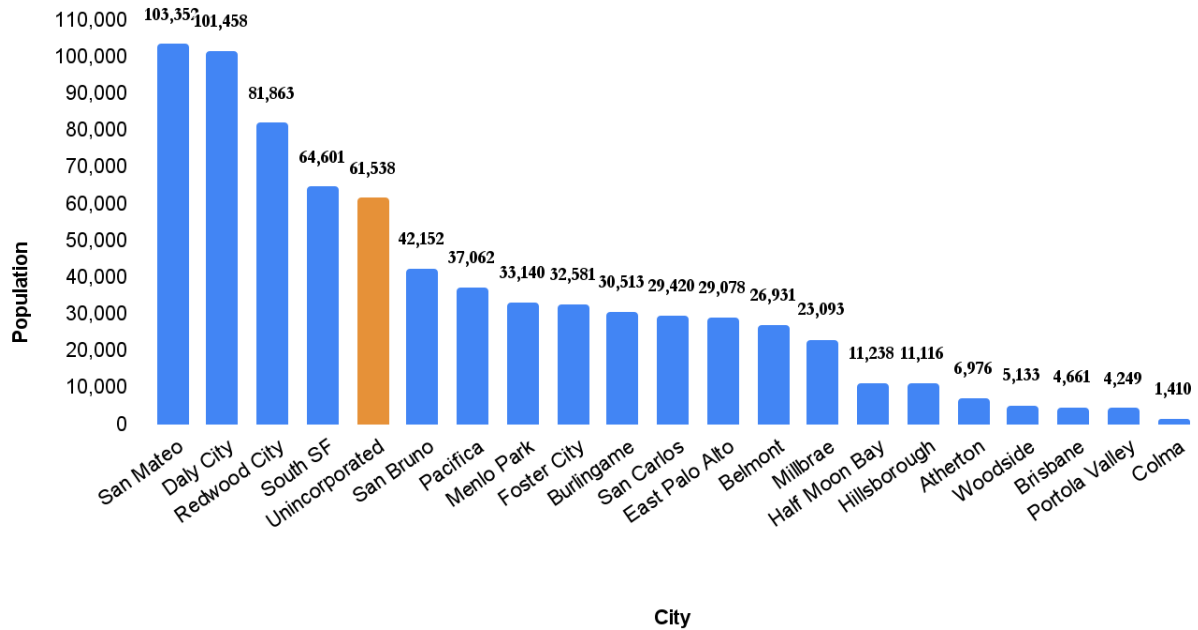
During the investigation, various documents unavailable online were collected. These resources included diversion rate tables, participation rate tables, sample citations, waivers, and non-compliance notices from 2022 to 2023. The Grand Jury asked haulers, city governments, and the County government permission to use this data. Some differences were noted in the ways cities ask haulers to collect data, which made it difficult to compare jurisdictions. A few haulers combine multi-family dwellings' participation rates with either single-family homes or commercial properties. Other haulers furnish quarterly reports over fiscal years instead of calendar years.

DISCUSSION

The County's political, legal, and economic organization largely account for the contrast in diversion and participation rates among the three property types. Based on the 2022 1-Year American Community Survey, 729,181 people live in San Mateo County, down 4.61% from 2020 (U.S. Census Bureau 2022a). Yet, U.S. Census Bureau population estimates for Woodside

and several unincorporated areas were unavailable in 2021 and 2022. California’s Department of Finance includes these jurisdictions for its January 1, 2024 estimates, putting the total County population at 741,565 people. 61,538 of these residents live in unincorporated communities, and they could be the County’s fifth largest city (2024). This large number of unincorporated residents poses a challenge to County waste management.

San Mateo County: City and Unincorporated Populations January 1, 2024



Source: [E-1 Cities, Counties, and the State Population and Housing Estimates with Annual Percent Change — January 1, 2023 and 2024](#)

Two special districts and one JPA unite geographically adjacent public agencies to coordinate and plan for waste management. The South Bayside Waste Management Authority (SBWMA), known as RethinkWaste, has 11 member agencies spanning from Burlingame to East Palo Alto. Each city and grouping of unincorporated areas share a single hauler and transfer facility despite having separate franchise agreements. On the coast, the Granada Community Services District (GCSD) and the Montara Water and Sanitary District (MWSD) follow a similar pattern for unincorporated areas exclusively. Jurors will cover these institutions in the next subsection.

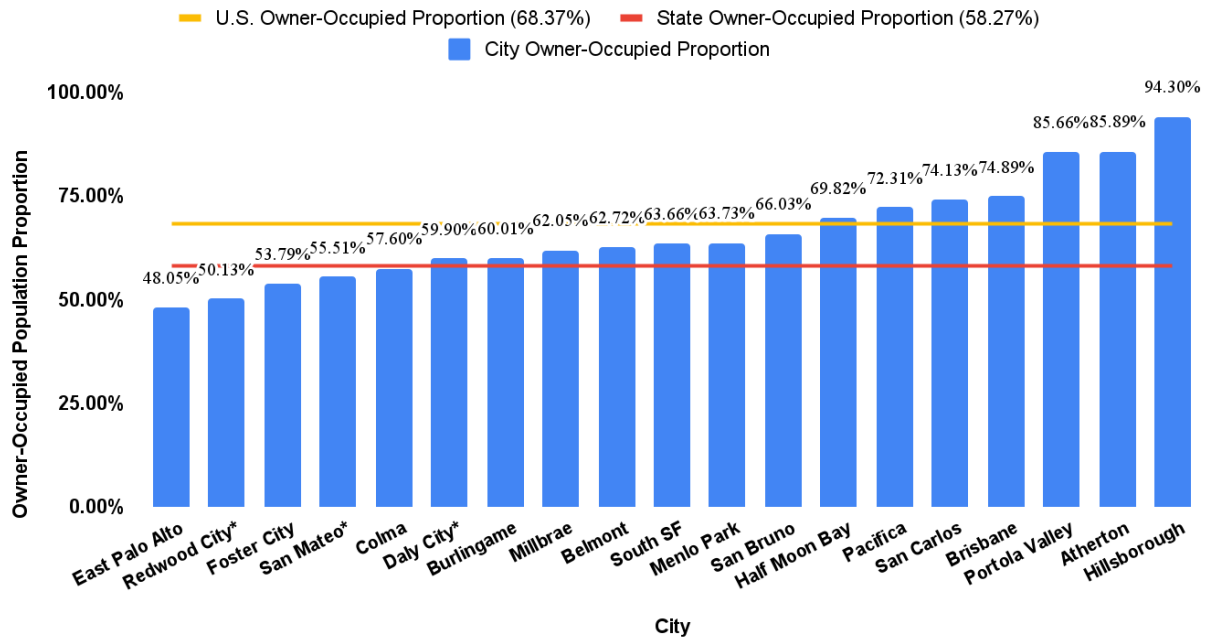
Multi-family dwellings and single-family homes have unequal responsibilities for organics collection enrollment and proper waste disposal. Residents of single-family homes and multifamily complexes of less than five units individually subscribe to their jurisdiction’s organic waste collection service. In contrast, multi-family dwellings owners or managers are

responsible for enrolling in organic waste collection services on behalf of tenants and employees. Multi-family dwelling and business owners “must supply and allow access to an adequate number, size, and location of containers” with the correct labels or colors (CalRecycle n.d3.). Furthermore, they must annually educate tenants and employees on proper organic waste sorting. Lastly, owners or managers must distribute information to new tenants within 14 days of occupying the premises (n.d4.).

Cities have pursued a policy of maximizing single-family homes’ participation rates. Homeowners in every San Mateo County city benefit from having blue and green carts included in the price of garbage collection (Table 2 links). Unfortunately, tenants countywide do not have green carts included in the price of garbage collection, except in San Bruno (Table 2 links). Hence, rental property owners or managers must add a green cart for the same or discounted price as their gray cart. This barrier to participation poses another threat to the county’s waste diversion efforts.

San Mateo County’s tenants play a decisive role in diverting as much waste as possible. In 2022, renters in San Mateo County made up 38.77% (278,126 out of 717,387) of the total population in occupied housing units (U.S. Census Bureau 2022b). Five cities have an owner-occupied population proportion less than the current state baseline of 58.27%. Another seven cities have an owner-occupied population proportion less than the national average of 68.37% (U.S. Census Bureau 2022b). The County’s substantial renter population indicates their waste disposal practices and green cart participation can either enhance or counteract homeowners’ or businesses’ diversion endeavors. Although cities can be commended for expediting green cart enrollment for homeowners, they could have worked with haulers to make tenant organic waste collection easier.

San Mateo County: Owner-Occupied Population Proportions 2022



Sources: [2022 1-Year ACS Data: U.S. Occupied Housing Unit Populations](#), [2022 1-Year ACS Data: California Occupied Housing Unit Populations](#), [2022 5-Year ACS Data: City Occupied Housing Unit Populations](#)

* = ACS 1-Year Estimate; all other values are from vintage year 2022 from the ACS 2018-2022 5-Year Estimate. See the link for explanation: [When to Use 1-year or 5-year Estimates](#)



Note: Again, Woodside does not appear on either the 1-Year or 5-Year ACS

San Mateo County’s Waste Management Landscape

Most haulers currently have franchise agreements with JPAs, cities, and the County to collect, transport, and dispose of waste. Franchise areas consist of municipalities or special districts that use their bulk purchasing power to negotiate waste collection rates with a hauler (SMC Sustainability Department n.d. (no date)). Each of the franchised haulers also operate in unincorporated areas as part of or apart from existing agreements. Kunz Valley Trash has a non-exclusive franchise agreement with San Mateo County (n.d2.), and alongside Peninsula Sanitary Service, Inc., operates solely in unincorporated communities. The following table lists the six haulers operating in San Mateo County, along with their properties. All haulers offer the full range of waste collection; Kunz Valley Trash clients do not have bins and instead must place their waste in bags (n.d1.).

Table 2. Haulers Serving San Mateo County Cities

Legend: * = Unincorporated areas or Special Districts; **Bold** = Haulers' local affiliates

Haulers	Areas Served*	Properties	Franchise Agreements
 (Sources: SMC Sustainability Department: Curbside Collection, GreenWaste Service Areas)	Atherton Portola Valley Woodside Los Trancos Woods* Sky Londa*	Our Facilities - GreenWaste	Atherton 2020 Woodside 2019
Kunz Valley Trash (Sources: Kunz Valley Trash: Services, Kunz Valley Trash Service Guide)	La Honda* Loma Mar* Pescadero* San Gregorio* Each place is exempt from SB 1383 because of a low-population waiver for census tract 6138 (San Mateo County 2021)		Non-Exclusive with San Mateo County (Pending Publication)
 <small>Peninsula Sanitary Service Inc. Refuse Collection & Recycling Services</small> (Sources: SMC Sustainability Department: Curbside Collection, PSSI: What Belongs in Each Container)	Stanford Lands* (includes the SLAC National Accelerator Lab)		

 <p>(Sources: SMC Sustainability Department: Curbside Collection, About The Program – RethinkWaste)</p>	<p>Coast: Granada Community Services District* Montara Water & Sanitary District* Pacifica</p> <p>San Bruno: San Bruno</p> <p>San Mateo: Ladera* RethinkWaste JPA*</p>	<p>San Bruno Transfer Station</p>	<p>Granada Community Services District 2018 San Bruno 2023 Montara Water and Sanitary District 2013 RethinkWaste Agreements</p>
 <p>(Sources: SMC Sustainability Department: Curbside Collection, Republic Services Daly City: Recycling and Trash)</p>	<p>Daly City: Broadmoor* Colma Daly City Olympic Country Club* San Bruno Mountain Park* Unincorporated Colma*</p> <p>Half Moon Bay: Half Moon Bay</p>	<p>Corinda Los Trancos Landfill</p> <p>Newby Island</p>	<p>Daly City 2015 Half Moon Bay 2017</p>
 <p>(Sources: SMC Sustainability Department: Curbside Collection, South SF Scavenger Residential)</p>	<p>Brisbane Brisbane Quarry* California Golf Club* Country Club Park* Millbrae South San Francisco SFO*</p> <p>SFO - Census tract 9843 - is exempt from SB 1383 (San Mateo County 2021)</p>	<p>Blue Line Transfer Station</p>	<p>Brisbane 2019 South SF 2013</p>

RethinkWaste covers the most area and population out of all County entities dedicated to waste management. The organizational chart below names the 11 member agencies. The West Bay

Sanitary District provides waste collection to a handful of accounts in Atherton, East Palo Alto, Menlo Park, Woodside, and Portola Valley (n.d.). RethinkWaste and San Mateo County are the only public entities that own transfer stations - Shoreway Environmental Center and Pescadero Transfer Station, respectively (RethinkWaste n.d., SMC Sustainability Department n.d.).

Chart 1. RethinkWaste Member Agencies and Contractors

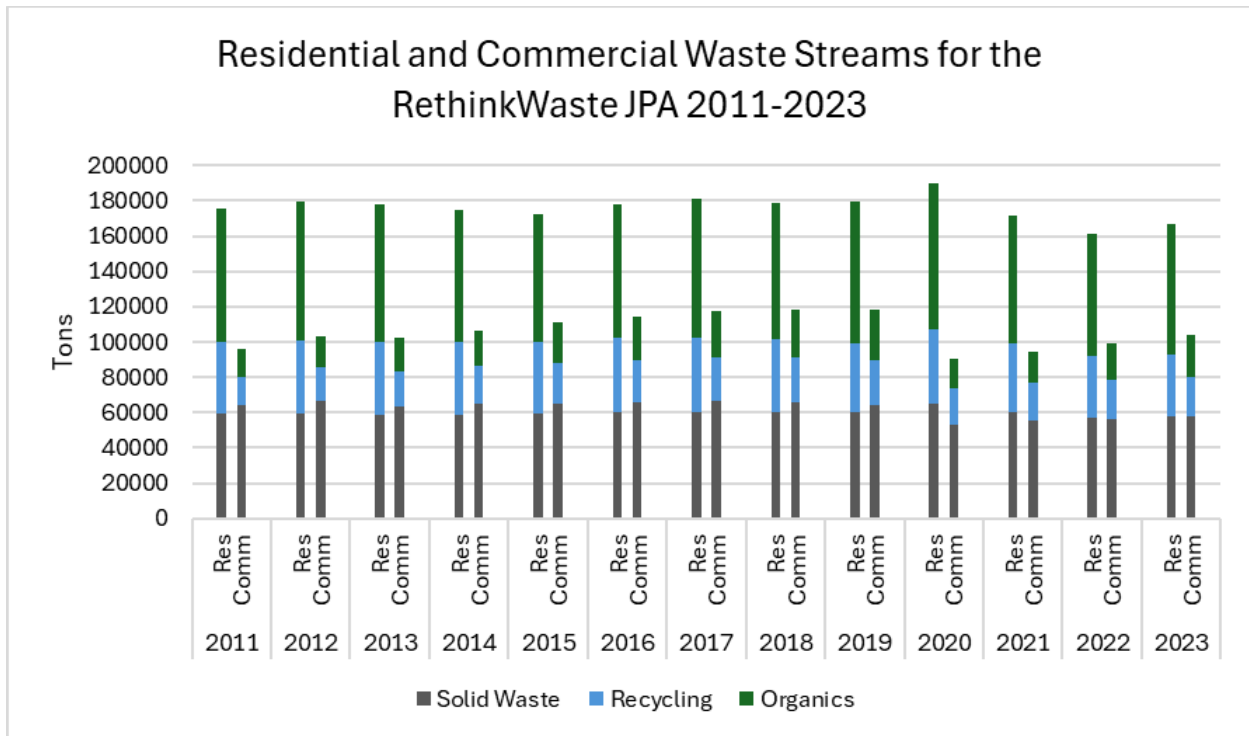


Sources: [About – RethinkWaste](#), [Curbside Collection - SMC Sustainability Department](#)

Cities and their Properties’ Organic Waste Streams

Historically, businesses have generated more refuse than homeowners in the County, even though the latter produces more waste overall. During and after the COVID-19 pandemic, however, single-family homes made more refuse and overall waste than businesses. From 2011-2019, homeowners in the RethinkWaste JPA diverted more organic waste tons than garbage tons sent to the landfill (Recology San Mateo County 2024, 2023, 2021). The bar chart below also demonstrates that homeowners have continuously recycled more than businesses. In 2020 and subsequent years, though, residences still diverted more waste in spite of overtaking businesses

in trash sent to landfill. Employees from Republic Services and RethinkWaste were interviewed to explain why this area of the County has this trend and how it differs from other regions.



Sources: [Recology San Mateo County Q4 2023 Report](#), [Recology San Mateo County Annual Report 2022](#), [Recology San Mateo County Annual Report 2020](#)

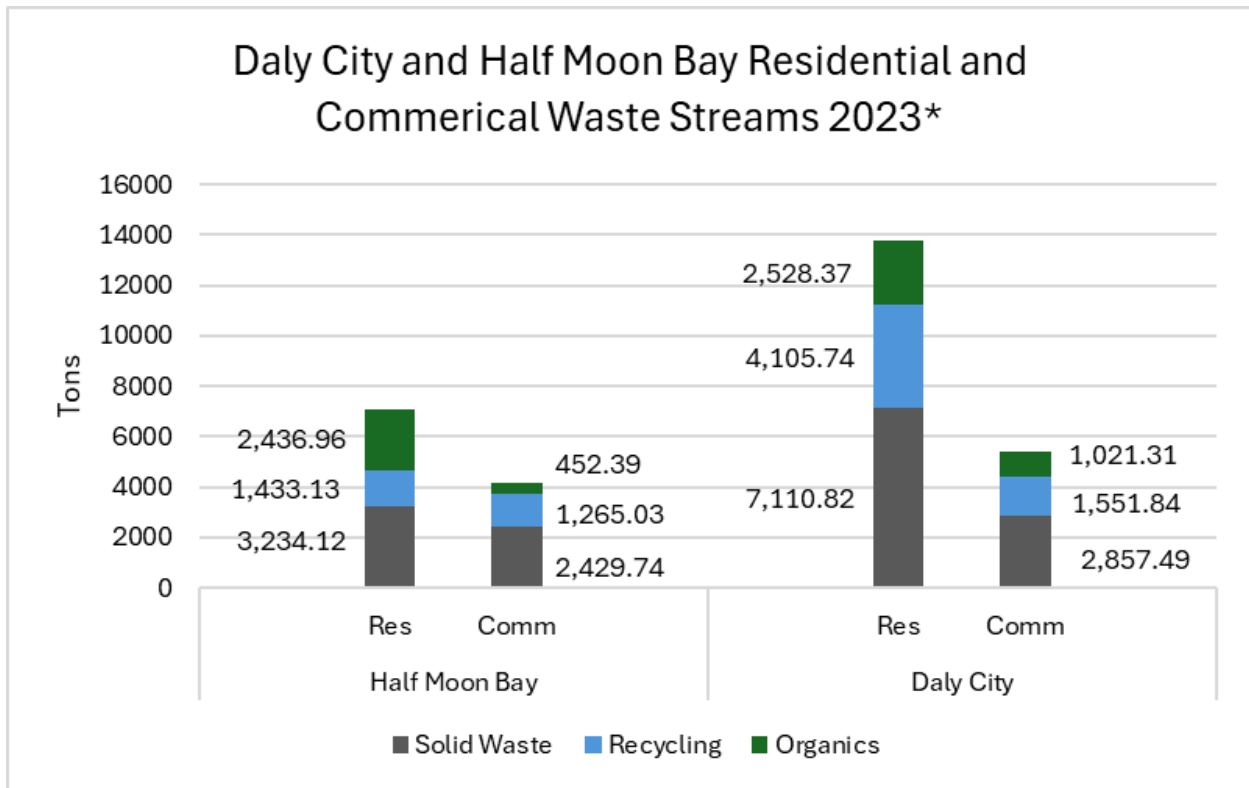
Note: Atherton was a member of RethinkWaste until January 1, 2021; years before 2021 include their tonnages.

RethinkWaste homeowners have higher diversion rates and refuse tons compared to businesses because of takeout and yard waste tonnages. A RethinkWaste representative explained, “We still have a lot of people working from home. We have a lot of businesses that continue to be remote and... are not fully staffed in the way that they were pre-pandemic” (2023). This comment partly reflects two phenomena shown on the chart above. First, it aligns with businesses diverting increased amounts of organic waste throughout the 2010s, only for tonnages to fall in 2020. Second, it accounts for the record organic waste diversion homeowners contributed in 2020.

Expanding on the RethinkWaste view, businesses constantly diverted more organic waste throughout the 2010s because people ate at restaurants more often. Similarly, falling unemployment rates during the period (U.S. Bureau of Labor Statistics 2024) meant more workers ate lunch at their jobs. Once more, the chart displays both factors at work because businesses have been steadily increasing their tons of diverted organic waste post-pandemic. As for the homeowners, the unprecedented organic waste diverted in 2020 probably came from

increased takeout from eateries and bulk purchases from grocery stores. It is obvious these activities existed before the pandemic, but food consumption alone does not explain why single-family homes eclipse businesses in regard to organic waste.

Yard trimmings inflate the weight of organic waste for single-family homes in the RethinkWaste JPA and other cities on the bay compared to coastal communities. This was noted by an official from Republic Services - a hauler covering Daly City, Colma, and Half Moon Bay. The official noted, “Even though more residents are participating in recycling, ... [Daly City does] not have the yards that, let’s say, a San Mateo or a Redwood City house [does]” (2024). The interviewee resumed, “Because diversion is calculated based on weights, they don’t have that yard waste, the grass clippings and stuff that add a lot of weight to the material” (2024). Daly City’s 2023 waste statistics support this claim, as recycling, rather than organics, is the majority of diverted material. Half Moon Bay’s single-family homes probably have greater lawn space than Daly City since the opposite is true.



Sources: Republic Services Half Moon Bay Q4 2023 Report, Republic Services Daly City Q2 FY 2023-2024 Report

*Daly City’s data is from Q1 and Q2 of fiscal year 2023-2024 (July 1, 2023 to January 30, 2024)

Note: Data for both cities are not publicly available. Jurors received the information from Republic Services.

A lack of lawns, gardens, or yards among certain single-family homes does not mean they are stuck with low diversion rates. The Republic Services official made an observation that can apply to all property types, regardless of green space dimensions. Our interviewee stressed that cities “can throw [green] carts out at everybody,” but residents may not use them or contaminate the cart “so much that it becomes trash” (2024). Single-family homes can improve their current organic waste diversion practices just like their counterparts in multi-family dwellings. Nevertheless, Atherton, Portola Valley, and Woodside have an easier job hitting higher diversion rates because of their huge green spaces. Moreover, they are the only cities with a high diversion organic waste processing facility thanks to their hauler’s two-cart system (GreenWaste n.d.).

The table below, however, shows that neither green spaces nor a two-cart system recover all organics. Each city has 100% participation in commercial and residential accounts due to the two-cart system, which allows food and refuse in gray carts. An employee from the town of Woodside acknowledged that people “... could be putting food waste into the yard trimmings,” but if they follow the process, “there shouldn’t be contamination” (2024). Likewise, the composting facility may have “residuals that don’t compost and those go to the landfill” (2024). A similar scenario would be waste at the materials recovery facility (MRF) that is not recyclable or compostable, which also gets sent to the landfill.

Table 3. Diverted Organic Waste and Trash: Atherton, Portola Valley, and Woodside 2023

	Atherton	Portola Valley	Woodside
Trash	1,232.14 tons	1,996.72 tons	2,112.81 tons
Food Waste Composted	1,581.16 tons	2,649.88 tons	2,799.38 tons
Trash	94.77 tons	1.24 tons	20.35 tons
Yard Waste Composted	9,381.98 tons	123.4 tons	2,014.71 tons

Source: GreenWaste Annual Summary 2023

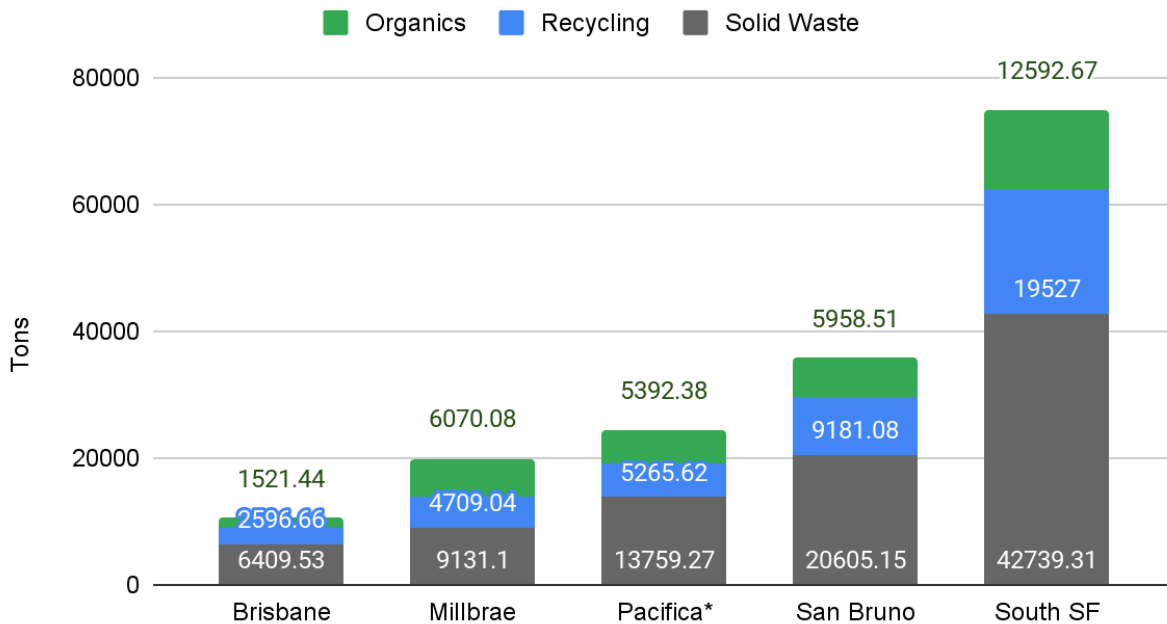
Legend: Green = Green Cart Contents, Gray = Gray Cart Contents

The exact percentage of yard trimmings or food waste that became trash due to contamination is unknown. But, improper waste sorting is a possibility even in communities with predominantly single-family housing. Atherton, Portola Valley, and Woodside only have 20, 36, and 51 commercial accounts within their boundaries respectively (GreenWaste 2023). Still, these minute figures, compared to the thousands of residential accounts, drastically affected diversion rates. Atherton’s total diversion rate stood at 87.39%, while Portola Valley and Woodside had 60.37% and 69.69%, respectively (GreenWaste 2023). After looking at these statistics, it could be

deduced that contamination exists in single-family homes and businesses, though one setting may encourage this behavior more than the other.

Yard waste may not be the sole determinant of the differences between cities' organic waste diversion. Cities in the northern part of the county have participation rates and waste streams not entirely influenced by yard waste. Daly City and the five cities in the chart below have owner-occupied housing populations above the state average (U.S. Census Bureau 2022a, 2022b). As a result, they have more single-family waste management accounts than commercial and multi-family dwellings combined (South SF Scavenger 2024, San Bruno 2024, Pacifica n.d.). Still, four out of five cities have diversion rates below 45% even though their single-family participation rates are above 90% (South SF Scavenger 2024, San Bruno 2024, Pacifica n.d.). If homeowners truly separate waste better than renters or restaurant clientele, then their efforts should have raised overall diversion rates closer to 50% at least. These cities do not separate waste streams by property type to identify if their single-family homes generate more waste than businesses or multi-family dwellings.

Waste Streams for Northern SMC Cities 2023



Sources: San Bruno - Data on Waste and Recycling Categories 2023, South SF Scavenger 2023 Participation and Diversion Rates, and Pacifica FY 2022-2023 Diversion and Participation Rates
 * = Pacifica published data based on their fiscal year, which ran from May 2022 to April 2023

Indeed, giving everyone a green cart or adopting a two-cart model does not mean more organic waste will escape the landfill. Supplying homeowners, renters, and businesses with equal green cart access, and appropriate waste separation, is still important. These fixes are in our Findings and Recommendations sections. The broader point is that SB 1383 compliance works well if cities and counties modify their outreach and recordkeeping practices to bolster organic waste diversion. If San Mateo County and its cities consistently track businesses' and multi-family dwellings' waste trends, and base their outreach around this data, then organic waste diversion should be straightforward.

Data Discrepancies

While not a primary focus of the investigation, the Grand Jury learned of a major discrepancy in the way South San Francisco Scavenger and its client cities compile tonnage data. Brisbane's 2022 Electronic Annual Report (EAR) to CalRecycle, which measures several compliance activities, puts the diversion rate at 64% (Edgar and Associates 2023a). The hauler contracted a consulting firm, Edgar and Associates, to prepare the report (Interview with Brisbane 2022). When the hauler gave the Grand Jury its diversion rate report for 2023, the metric stood at 39.11% (South SF Scavenger). South San Francisco's 2022 EAR had dual diversion rates of 74% and 66% (Edgar and Associates 2023b), while the hauler's 2023 document recorded 42.91% (South SF Scavenger 2024). This report based each cities' tons and diversion rates, shown in the chart above, on the hauler's data.

Inconsistent diversion rate reporting continued in other cities and communication channels. Brisbane's "Waste and Recycling" page on its official website asserts that the city diverts "76% of the waste generated by residents and businesses" (n.d.). South San Francisco Scavenger also provided conflicting data with Millbrae's 2023 diversion rates. The fourth quarter report the hauler sent the city listed a 37.65% diversion rate, but the version they gave to jurors read 54.14% (South SF Scavenger 2023). Cities in the South San Francisco Scavenger area exemplify the risks of relying on haulers too much for data collection. Having conflicting figures for waste diversion does not help cities accurately assess the progress they have made for SB 1383 compliance.

Brisbane, Millbrae, and South San Francisco should reconcile tonnage reports with their haulers to verify which figures are correct. Assuming the cities did experience a massive decline in waste diversion in a year, this occurrence would still be unusual. An investigation into diversion rates does not adversely affect the per capita disposal rates these cities send to the state. Fixing these errors is important so city governments know what proportion of all waste is organics, recycling, or garbage over time. It is highly likely these mistakes come from the sophisticated way Edgar and Associates converts the per capita disposal rates to regular diversion rates. They present their equation below.

Equation 2. Edgar and Associates Diversion Rate Conversion from Per Capita Disposal Rates

$$\text{Waste Generation} = \text{Target PPD} \times 2$$

Using SB 1016 to Determine Jurisdictional Diversion: CalRecycle does not convert the new SB 1016 disposal target into an AB 939 diversion rate, since SB 1016 shifted AB 939 compliance from the landfill diversion rate to the disposal target. Edgar & Associates, Inc. provides that calculation by using the CalRecycle-determined waste disposal target that is the 50% landfill diversion equivalent (and doubled the 50% disposal equivalency target to determine the waste generation on a PPD basis), multiplied by the current population. The actual disposal rate reported to CalRecycle is then divided by the waste generation rate to determine the jurisdiction’s current landfill diversion rate equivalency.

$$\text{Jurisdiction Landfill Diversion Rate Equivalency \%} =$$

$$\frac{(\text{actual disposal PPD} \times \text{current population}) \times 100}{(\text{waste generation PPD}) \times \text{current population}}$$

Calculating Diversion Rate for South San Francisco for 2022

Waste Generation (tons) = 64,325 population × (6.9 Target PPD × 2) × 365 ÷ 2000 = 162,003 tons generated
Waste Disposal (tons) = 54,399 tons disposed
Tons Diverted = 162,003 tons generated – 54,399 tons disposed = 107,604 tons diverted
Waste Diversion Rate = 107,604 tons diverted ÷ 162,003 tons generated = 66% waste diversion rate
Actual Disposal (PPD) = 54,399 tons disposed ÷ 64,325 actual population × 2000 ÷ 365 = 4.6 PPD

(Source: Edgar and Associates 2023a)

Republic Services, Recology of San Mateo County, and GreenWaste have a much simpler equation that does not involve converting the per capita disposal rate. These haulers merely add the total tons of recycling, organics, and rubbish they collect to get a diversion rate.

$$\frac{[\mathbf{R}+\mathbf{O}]}{[\mathbf{R}+\mathbf{O}+\mathbf{S}]} * 100 = \text{Diversion Rate \%}$$

R: Recycling tons, **O:** Organic tons, **S:** Solid Waste tons

(Sources: Republic Services 2024a and 2024b, [Recology San Mateo County Q4 2023 Report](#), GreenWaste 2023)

If the difference in calculations explains the unequal diversion rates, the simpler diversion rate formula would be preferable. Cities should negotiate with their haulers to have them compute these percentages in quarterly or annual reports separate from the EAR. Such a change reduces Edgar and Associates’ EAR workload and leaves cities with one reliable waste diversion

measure. Brisbane, Millbrae, and South San Francisco will also have the opportunity to compare their metrics with fellow governments that use the same methods. The simpler method, using Scavenger's tons, should yield the same diversion rates jurors obtained in the last chart.

If diversion rates are unequal because of varying tonnage measurements from the hauler, cities should investigate Scavenger's transfer station scales. Scavenger's 2023 fourth quarter report to Millbrae had 1,116.78 tons more in its total tonnage than in the annual report it gave to jurors. Another scenario would be that the hauler gave the Grand Jury and Millbrae different data. Either way, Millbrae (and its sister cities, if applicable) should scrutinize weights measured at the transfer station to pinpoint if Scavenger furnishes contradictory data.

In the previous graph, five cities were included as not dividing their waste streams by property type. Atherton, Portola Valley, and Woodside are similar in this regard because they only divide recyclables by single-family homes and businesses (GreenWaste 2023). We recommend cities of the GreenWaste, South San Francisco Scavenger, Recology of the Coast, and Recology San Bruno areas begin dividing their data by the three property types. The County cannot continue having contradictory forms of waste generation reporting. Aggregate waste reports prevent local governments from seeing how severely economic turmoil causes businesses' diversion rates to tumble. On the same note, South San Francisco, Recology of the Coast, and Recology San Bruno cities do not know how serious renter turnover might affect multi-family diversion rates.

Cities in these hauler areas should have a comfortable transition into segregating organics, recycling, and solid waste streams by three property types. Pacifica, Atherton, Portola Valley, Woodside, and Brisbane have owner-occupied housing populations larger than the national average. Meanwhile, South San Francisco, San Bruno, and Millbrae have owner-occupied housing populations larger than the state average. In other words, these cities are mostly residential, and their haulers can discern where refuse and organic tons originate. If haulers have the technical and infrastructural capabilities to portray a waste management story, cities should not be in the dark. Jurors and cities had to ask haulers for either participation rates or diversion rates throughout the investigation.

If haulers and cities do not have the resources necessary to split waste into three property types, they can come up with a long-term plan to do so. Currently, jurisdictions must conduct "annual visual inspections" called "route reviews," in which they randomly inspect "containers for contamination on all collection routes" (CalRecycle n.d2.). Following these inspections, jurisdictions must "notify all generators on the sampled hauler routes and provide education on proper material separation" (n.d2.). In San Mateo County, Republic Services, Recology of the Coast, and South San Francisco Scavenger "lid flip" bins to check for contamination (Interviews 2024). Republic Services leaves tags on contaminated residential bins and calls businesses and multi-family dwellings about it (Interviews 2024).

Waste evaluations are conducted at least in two distinct seasons of the year [per 14 CCR section 18984.5(c)]” (CalRecycle n.d2.). If jurisdictions find more than 25% contamination in any container type, they can perform “a targeted route review of containers... to determine sources of contamination (n.d3.). Later, they notify and provide education to those generating contamination” (n.d3.). Local governments should increase the frequency of waste evaluations, specifically on routes with high levels of contamination. Jurisdictions will use their outreach capabilities more efficiently this way.

All documentation of route reviews must be stored in the state’s Implementation Record (CalRecycle n.d2.). Some of the information included are Notices of Violation and penalty order copies. These documents must be accompanied by a list of dates acknowledging entities have complied with warnings or sanctions (CalRecycle n.d2.). Jurisdictions must include “a description of the hauler route and addresses covered by a route review” (n.d2.).

Instead of simply preserving time sensitive data, the Grand Jury suggests jurisdictions analyze past and current contamination trends in problem routes. Cities that struggle splitting diversion rates and waste tons by property type can use this method to track their progress at minimizing organic waste contamination. Perhaps cities will improve their organic waste diversion results if they implement these changes.

Local governments cannot leave their residents in the dark as well. If citizens pay for waste collection service, they have the right to know how well each property type separates waste. None of the entities interviewed, except RethinkWaste, had copies of annual or quarterly waste reports on their government websites. Brisbane, Woodside, and Pacifica are some examples of cities that had no idea why their haulers do not separate waste by three property types (2024). Jurors propose cities publish any past, present, and future waste statistics on their government websites following this report’s release.

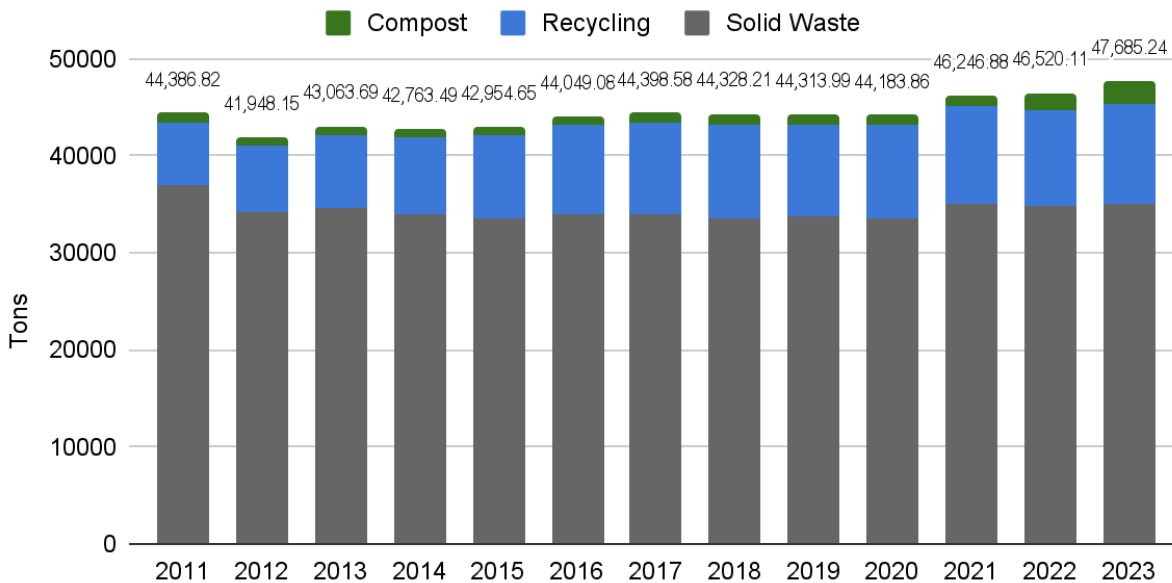
The Civil Grand Jury recommends setting a waste reporting standard across the County. Without a common measurement, cities might not reduce 75% of organic waste disposal from 2014 levels by 2025. Jurors understand the state imposed this goal on itself and not on individual jurisdictions. Nonetheless, if the County adopts a mentality of consistently increasing diversion rates, citizens will reap the social savings. If cities keep increasing the price of garbage collection (DiNapoli 2024, Mata 2024) for the same amount of landfill tons, then methane emissions will not abate.

Barriers Exclusive to Businesses and Multi-Family Dwellings

Multi-family dwellings and businesses cannot match the participation and diversion rates of single-family homes due to socioeconomic and infrastructural problems. One Sustainability

Department official said since “tenants sometimes cycle in and out every year... the resources involved to do... outreach [for] a multi-family building” is very “intensive” (2024). Another important component is that residents who live in apartments with trash chutes “have to find different ways to compost or set up bins in separate areas” (2024). Meanwhile, businesses may welcome irregular clients who “don’t know what the rules are” (2024). In spite of these disadvantages, multi-family dwellings in the RethinkWaste area have steadily increased their compost and recycling tons over the last decade (Recology San Mateo County 2024, 2023, 2021). Some city governments have even worked around these problems altogether.

RethinkWaste JPA: Multi-Family Dwellings Waste Streams 2011-2023



Sources: [Recology San Mateo County Q4 2023 Report](#), [Recology San Mateo County Annual Report 2022](#), [Recology San Mateo County Annual Report 2020](#)

Rising recycling and organic tons for multi-family dwellings over the years indicate that tenants strive to segregate waste properly. Unlike businesses, waste generation in multi-family dwellings does not rise and fall based on economic booms or busts. Crucially, renter turnover has not created drastic ebb and flow patterns for tonnage. Aside from landlord willingness, building age is very likely to be multi-family dwellings’ greatest barrier to increasing green bin participation. According to the U.S. Census Bureau, 65.36% of existing renter-occupied housing units are from before 1980 (2022c). Cities must consider the difficulty of setting up green bins among older apartment buildings using trash chutes.

San Bruno pursues a novel strategy for multi-family dwellings' organic waste collection compared to other cities. A Recology of San Bruno official finds that larger apartment complexes have a harder time complying. The hauler works with landlords to find the best location for green carts "to make it very simple for the residents" (2024). Better yet, the local government treats "multi-family as residential, and there is no cost for the multi-families in San Bruno to participate" (2024). Including green bin service in the price of standard refuse collection has brought 73% of multi-family dwellings in compliance with SB 1383 (San Bruno 2024). As of March 13, 2024, 109 multi-family dwellings remain non-compliant (Recology of San Bruno).

Interviews with several cities confirm that they require new property developments to provide enough space for the three-cart system. Pacifica, Daly City, Millbrae, and all RethinkWaste cities have their planning departments partner with haulers to review building plans (2024). A South San Francisco city employee stated that the city and hauler reviews waste enclosure spaces for new businesses but not multi-family dwellings (2024). Given that Woodside does not have multi-family dwellings, the city scrutinizes building plans for new commercial properties only (2024). City officials from Brisbane and Half Moon Bay were uncertain about how municipal departments handle new development reviews (2024).

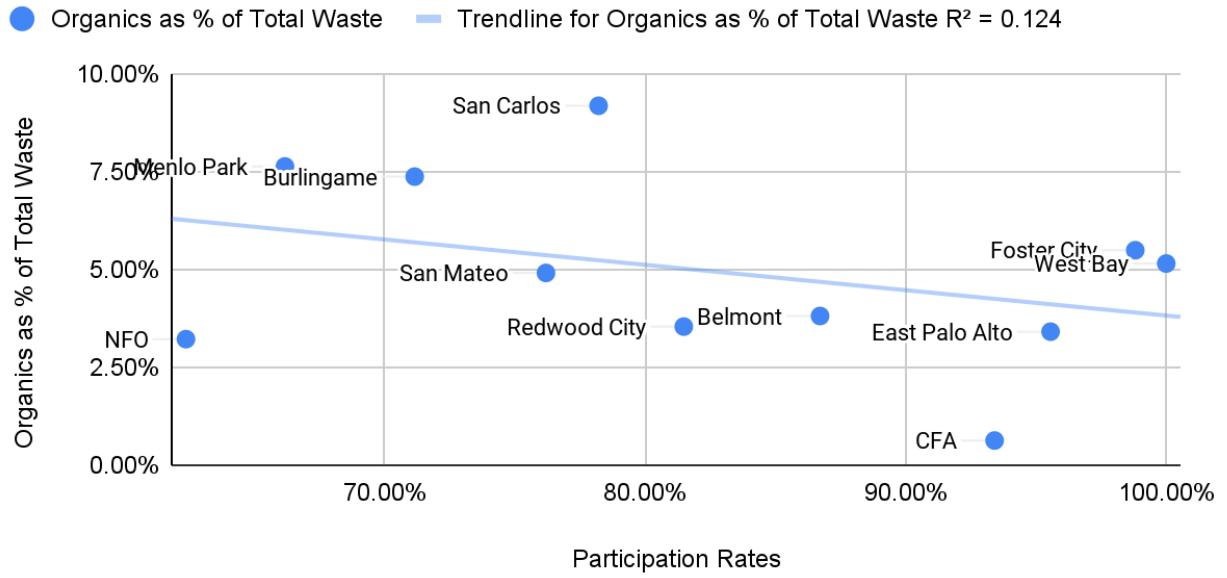
If cities can prepare future infrastructure with the waste enclosures they need, it should be possible for them to start doing the same for existing, non-compliant multi-family dwellings. RethinkWaste is already ahead of the curve on this front and hopes to build on the San Bruno model. On March 14, 2024, RethinkWaste's Technical Advisory Committee (TAC) announced that Recology of San Mateo "was open to a town hall format" to increase participation. At the next TAC meeting, the agency declared it will send invitational emails to businesses and multi-family dwellings for "virtual or in-person" SB 1383 compliance presentations held in June (2024). It is unknown at this point if any landlords or business owners have accepted such invitations or if the agency has begun holding these meetings.

RethinkWaste presently makes phone calls and letters to non-compliant property types (2024). City employees from Brisbane, South San Francisco, and Daly City have disclosed that outreach activities include releasing newsletters, emails, and social media posts (2024). A Half Moon Bay staff member reported that the city received a grant from CalRecycle to give non-compliant businesses green bins across downtown (2024). A Recology of the Coast official says they distribute flyers and mailers and work with a compliance officer in Pacifica (2024).

The Civil Grand Jury appreciates the massive resource and labor mobilization from haulers and cities to perform these activities. Yet, these actions have consumed significant time in relation to meaningful effects. The scatter plots and tables below for jurisdictions inside and outside the RethinkWaste area describe the unfinished participation progress for multi-family dwellings and

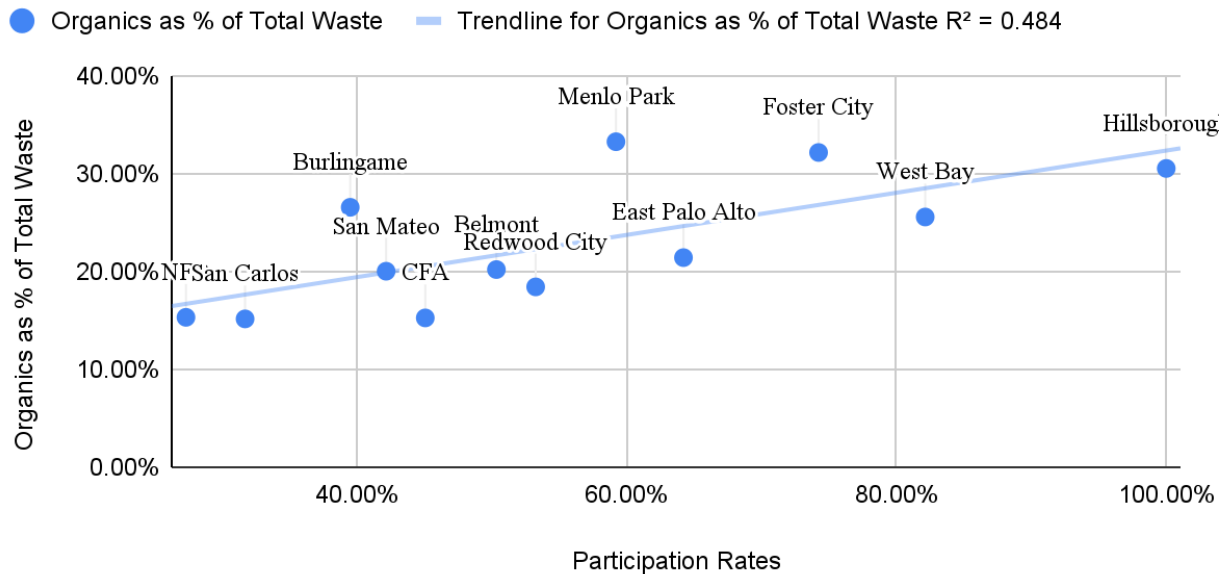
businesses. Even if the visual data included properties with waivers, hauler data reveals that many properties are still without organics collection. Daly City, Half Moon Bay, and their hauler, Republic Services, did not give the Grand Jury reliable participation rate data.

RethinkWaste 2023: Multi-Family Participation Rate vs. Organics as % of Total Waste



Sources: [Recology San Mateo County Q4 2023 Report](#), Recology San Mateo County February 2024 Participation Rate Tables (see Appendix)

RethinkWaste 2023: Commercial Participation Rate vs. Organics as % of Total Waste



Sources: [Recology San Mateo County Q4 2023 Report](#), Recology San Mateo County February 2024 Participation Rate Tables (see Appendix)

Both scatter plots affirm the assumption that high participation rates to organic waste collection does not increase the share of organic waste in total tonnages. The weak coefficients of determination (R^2) tell us that green bin enrollment explains less than 50% of changes in organic waste proportions for businesses and multi-family dwellings. Multi-family dwellings in the RethinkWaste area have the most alarming statistic: less than 10% of their total waste tons are organic waste. It would appear that cities may have consciously or unconsciously prioritized one property type over another. For instance, San Mateo County enrolled twice as many multi-family dwellings for green cart service in the County Franchised Area (CFA) than its businesses.

The scatter plots also reveal that San Mateo County has stranded North Fair Oaks in the SB 1383 compliance process. Businesses and multi-family dwellings in the community have the lowest participation rates and organic waste proportions in the entire RethinkWaste JPA. It is unacceptable for a County tract with a compact area to have less resources than its neighbors. At the Discussion’s onset, the hurdles unincorporated regions pose for compliance were described. North Fair Oaks has similar participation statistics like its coastal counterparts in the Granada Community Services District (GCSD) and Montara Water and Sanitary District (MWSD). RethinkWaste and San Mateo County can combine their resources to level the playing field within the JPA.

Table 4. Recology San Bruno Participation Rates 2023

Business	Total	MFD	Total
Total # Subject to SB1383	469	Total # Subject to SB1383	583
Total # Compliant	144	Total # Compliant	427
Total Exceptions	56	Total Exceptions	47
% Participation	31%	% Participation	73%
Total # Non Compliant	269	Total # Non Compliant	109

NOTE: Compliant = Subscribed for organics service. Exceptions = City-issued waivers.

Source: Recology of San Bruno Interview

Table 5. Brisbane, Millbrae, and South San Francisco Participation Rates

Row Labels	Column Labels		Count of Compliant?2		Total Count	Total Count %
	Count of Compliant? NO	Count of Compliant? YES	NO	YES		
BRIS	61	1,503	3.90%	96.10%	1,564	100.00%
Residential	11	1,294	0.84%	99.16%	1,305	100.00%
Multi Family	3	49	5.77%	94.23%	52	100.00%
Commercial	47	160	22.71%	77.29%	207	100.00%
MILL	254	5,804	4.19%	95.81%	6,058	100.00%
Residential	34	5,527	0.61%	99.39%	5,561	100.00%
Multi Family	91	139	39.57%	60.43%	230	100.00%
Commercial	129	138	48.31%	51.69%	267	100.00%
SSF	1,489	15,515	8.76%	91.24%	17,004	100.00%
Residential	505	14,570	3.35%	96.65%	15,075	100.00%
Multi Family	276	281	49.55%	50.45%	557	100.00%
Commercial	708	664	51.60%	48.40%	1,372	100.00%
Grand Total	1,804	22,822	7.33%	92.67%	24,626	100.00%

Source: Source: South SF Scavenger 2023 Participation and Diversion Rates

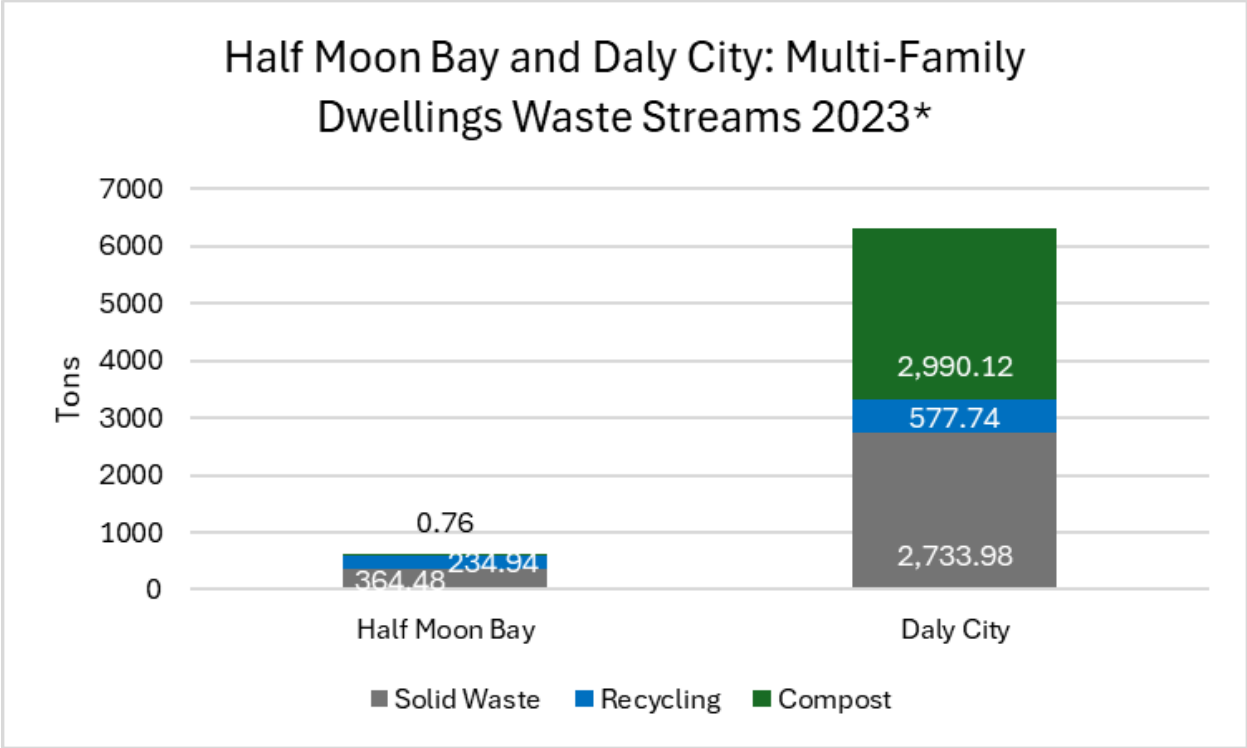
Table 6. Recology of the Coast Participation Rates FY 2022-2023

	Pacifica	Granada	Montara
Total Residential Subscribers	11,293	2,060	1,849
Total Residential Subscribers with Organics Service	11,184	2,022	1,820
Participation Rate	99%	98%	98%
Total Commercial* Subscribers	574	131	56
Total Commercial* Subscribers with Organics Service	275	68	8
Participation Rate	48%	52%	14%
* NOTE: Commercial includes multi-family			

Source: Recology of the Coast Interview

One recommendation is that RethinkWaste and non-JPA cities have a mass enrollment summit for multi-family dwellings and businesses. Solving the problem means holding these meetings at regular intervals until there is 100% green cart participation rate for both property types. On-site enrollment, rather than virtual presentations, holds property managers and business owners accountable. Public agencies need to receive input from the parties to address the troubles keeping them from enrolling. Cities, the County, and RethinkWaste can advise these individuals on cost-effective green cart adoption. Jurisdictions should explicitly state that monetary penalties are inevitable unless they attend these green bin enrollment summits.

If renters perfectly segregated their waste, a high percentage of the stream would be organic material, much like that of homeowners. Daly City’s multi-family dwellings, surprisingly, were the only ones in the County to have higher diversion rates than single-family homes thanks to thousands of diverted tons of organic waste. Multi-family dwellings diverted 57% of their waste while single-family homes diverted 48% (Republic Services 2024a). When interviewed, a representative from Republic Services said that an arduous program explained the phenomenon. Presently, the hauler pulls “organics out of the trash,” which is “not a very good” and “costly system” (2024). The representative predicted the “program is likely going... away, so we’ll be doing something different with our multifamily” (2024).



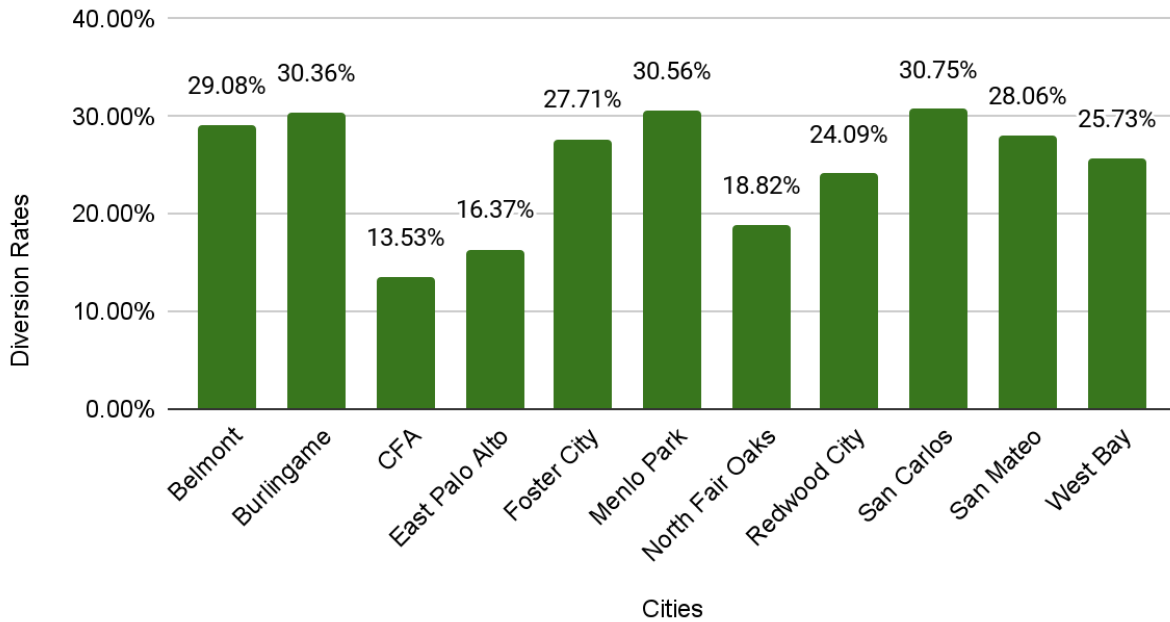
Sources: Republic Services Half Moon Bay Q4 2023 Report, Republic Services Daly City Q2 FY 2023-2024 Report

*Daly City’s data is from Q1 and Q2 of fiscal year 2023-2024 (July 1, 2023 to January 30, 2024)

Note: Data for both cities are not publicly available. Jurors retrieved the information by requesting it from Republic Services.

Despite this inefficient system causing high diversion rates for multi-family dwellings, it proves that tenants generate more organic waste than rubbish. Jurisdictions should not consider getting renters to sort waste properly a lost cause, for this data proves that contamination is responsible for low diversion rates. High subscription rates for green cart service and apartment buildings with distant waste enclosures contribute to low participation rates. The Sustainability Department interviewee remarked, “Sometimes these landlords...vary in how easy they are to implement things like [organic waste collection]” (2024). The official added, “especially if it hits their bottom line about increased costs for adding compost to recycling service” (2024). It is highly recommended that haulers put signage on green carts if they do not have this practice already.

RethinkWaste 2023: Multi-Family Dwellings Diversion Rates



Sources: [Recology San Mateo County Q4 2023 Report](#)

RethinkWaste 2023: Commercial Diversion Rates



Sources: [Recology San Mateo County Q4 2023 Report](#)

FINDINGS

F1. High green cart enrollment costs and insufficient bin space are the dominant contributors to low participation rates among multi-family dwellings and businesses.

F2. Green bin contamination among compliant multi-family dwellings and businesses prevents them from diverting more organic waste.

F3. City, County, and RethinkWaste compliance outreach efforts for multi-family dwellings and businesses could improve because a significant portion of these properties remain non-compliant.

F4. Multi-family dwellings and businesses produce a significant amount of the County's organic waste.

F5. Citizens cannot conveniently access reliable diversion and participation rates because JPAs and cities do not make the information available on their government websites.

F6. Assessing progress on organic waste diversion in Atherton, Brisbane, Millbrae, Pacifica, San Bruno, South San Francisco, and Woodside is difficult because they and their haulers do not separate waste tons by property type on their annual or quarterly reports.

F7. An alternate and reliable method to separating waste tons by property type would be analyzing contamination statistics from route audits and waste evaluations.

F8. Brisbane, South San Francisco, and Millbrae cannot properly track their waste trends since their hauler and contractor have contradictory diversion rate formulas and tonnage measurements.

RECOMMENDATIONS

R1. Beginning March 1, 2025, cities, the County, and RethinkWaste should host regular in-person green cart enrollment summits for non-compliant businesses and multi-family dwellings, and identify other new compliance strategies.

R2. Beginning January 1, 2025, Brisbane, South San Francisco, and Millbrae should investigate their Electronic Annual Report contractor's diversion rate conversion formulas and their hauler's waste scales.

R3. By July 1, 2025, Brisbane, South San Francisco, and Millbrae should begin using the simpler diversion rate calculation the report mentioned or develop a contingency plan if their hauler’s scales are inaccurate.

R4. Beginning November 30, 2024, cities should publish quarterly or annual waste reports with diversion and participation rates on their government websites.

R5. Beginning December 31, 2024, cities should separate waste tons and diversion rates into the three (or two) property types (business, residential, multi-family) in their annual or quarterly reports.

R6. Starting April 1, 2025, cities that cannot separate waste tons and diversion rates by property type should conduct waste evaluations on highly contaminated routes more often.

R7. Starting May 1, 2025, cities that cannot separate waste tons and diversion rates by property type should analyze problematic routes’ past and present contamination trends to track their progress.

R8. By February 1, 2025, jurisdictions should develop and implement new ways to make green bins usable in multi-family dwellings’ and businesses’ narrow or small waste enclosures.

REQUESTS FOR RESPONSES

Pursuant to Penal Code 933.05 the Grand Jury requests responses from the following governing bodies.

Jurisdiction	Findings	Recommendations
Town of Atherton	2, 4, 5, 6, 7	4, 5, 6, 7
City of Brisbane	1, 2, 3, 4, 5, 6, 7, 8	1, 2, 3, 4, 5, 6, 7, 8
City of Daly City	1, 2, 3, 4, 5, 7	1, 4, 8
City of Half Moon Bay	1, 2, 3, 4, 5, 7	1, 4, 8
City of Millbrae	1, 2, 3, 4, 5, 6, 7, 8	1, 2, 3, 4, 5, 6, 7, 8
City of Pacifica	1, 2, 3, 4, 5, 6, 7	1, 4, 5, 6, 7, 8
RethinkWaste JPA	1, 2, 3, 4, 5, 7	1, 4, 8

City of San Bruno	1, 2, 3, 4, 5, 6, 7	1, 4, 5, 6, 7, 8
San Mateo County	1, 2, 3, 4, 5, 7	1, 4, 8
City of South San Francisco	1, 2, 3, 4, 5, 6, 7, 8	1, 2, 3, 4, 5, 6, 7, 8
Town of Woodside	2, 4, 5, 6, 7	4, 5, 6, 7

The governing bodies indicated above should be aware that the comment or response of the governing body must be subject to the notice, agenda, and open meeting requirement of the Brown Act.

RESPONSE REQUIREMENTS

California Penal Code Section 933.05 provides the following regulations (emphasis added).

- 1.) For purposes of subdivision of Section 933, as to each Grand Jury finding, the responding person or entity shall report one of the following:
 - a.) The respondent **agrees** with the finding.
 - b.) The respondent **disagrees** wholly or partially with the finding; in which case the response **shall specify the portion of the disputed finding and shall include an explanation of the reasons.**

- 2.) For purposes of subdivision of Section 933, as to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:
 - a.) The recommendation has been implemented, **with a summary regarding the implemented action.**
 - b.) The recommendation has yet to be implemented but will be implemented in the future, **with a timeframe for implementation.**
 - c.) The recommendation requires further analysis, **with an explanation and the scope and parameters of an analysis or study and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall be at most six months from the Grand Jury report's publication date.**
 - d.) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation therefore.**

GLOSSARY

CalRecycle (California Department of Resources Recycling and Recovery)

State department formed in 2010 that manages recycling and waste management programs to reduce waste and reuse all materials. Enforces the Integrated Waste Management Act and Beverage Container Recycling and Litter Reduction Act so Californians can use less, recycle more, and take resource conservation to higher and higher levels. (Source: [About Us CalRecycle](#))

County Service Area

County Service Areas (CSAs) are entities that provide government services by counties within unincorporated areas. It allows communities to fund a service by charging a direct assessment or property-related fee for services such as water and/or sewer service, road and/or drainage maintenance, street lighting, fire protection and/or landscaping. The County Board of Supervisors acts as the governing body for the County Service Areas. (Source: [Special Districts in San Mateo County](#))

Disposal-Related Activities

<p><u>Alternative daily cover (ADC) and Alternative intermediate cover (AIC)</u></p> <p>The use of materials to cover disposed waste in a landfill cell at the end of the landfill operating day (daily cover) or at some other interval (intermediate cover) to control odors, fire, vectors, litter, and scavenging. Green and non-green ADC exist.</p>	<p>Engineered Municipal Solid Waste (EMSW), waste-tire derived fuel, and other beneficial reuse (construction or landscaping) at landfills (such as construction activities, landscaping, and erosion control).</p>	<p><u>Transformation</u></p> <p>The use of incineration, pyrolysis, distillation, or biological conversion to combust unprocessed or minimally processed solid waste to produce electricity. Transformation does not include gasification, composting, or biomass conversion.</p>
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(Source: [State of Disposal and Recycling in California for Calendar Year 2022](#))

Franchise Area

Franchised areas are communities where municipalities or special districts have used their bulk purchasing power to negotiate rates with a hauler to provide waste collection services. (Source: [Curbside Collection - SMC Sustainability Department](#))

High Diversion Organic Waste Processing Facilities (HDPFs)

“High diversion organic waste processing facility” means a facility that is in compliance with the reporting requirements of Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025 as calculated pursuant to Section 18815.5(e) for organic waste received from the “Mixed Waste Organic Collection Stream” as defined in Section 17402(a)(11.5). (Source: [Short-Lived Climate Pollutants, California Code of Regulations \(West\) title 14, § 18982](#))

Joint Powers Authority (JPA)

A joint powers agency (JPA) consists of two or more public agencies that jointly exercise any power common to both through a joint powers agreement or contract. The agreement may set up a governing board composed of representatives of the contracting agencies and defines the JPA's governance and functions. (Source: [Joint Powers Agencies Providing Municipal Services in San Mateo County](#))

Milton Marks “Little Hoover” Commission

The Little Hoover Commission, formally known as the Milton Marks “Little Hoover” Commission on California State Government Organization and Economy, is an independent state oversight agency created in 1962. The Commission’s mission is to investigate state government operations and policy, and – through reports and legislative proposals – make recommendations to the Governor and Legislature to promote economy, efficiency and improved service in state operations. In addition, the Commission has a statutory obligation to review and make recommendations on all proposed government reorganization plans. (Source: [About the Commission](#))

Organic Waste

“Organic waste” means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges. (Source: [Short-Lived Climate Pollutants, Cal. Code Regs. tit. 14 § 18982 \(2020\)](#))

RethinkWaste (South Bayside Waste Management Authority)

In 1982, eleven local governments (Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, San Mateo County and the West Bay Sanitary District) in San Mateo County formed RethinkWaste, AKA the South Bayside Waste Management Authority (SBWMA). It is a joint powers authority that owns and manages the Shoreway Environmental Center in San Carlos, California. The site receives all the

recyclables, green waste and garbage collected from the Member Agencies. Other responsibilities include supporting and managing service providers that collect, process, recycle and dispose of materials on behalf of the JPA. (Source: [About RethinkWaste](#))

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APPENDIXES

- A. GreenWaste Annual Summary 2023
- B. Republic Services Daly City Q2 FY 2023-2024 Report
- C. Republic Services Half Moon Bay Q4 2023 Report
- D. San Bruno - Data on Waste and Recycling Categories 2023
- E. South SF Scavenger 2023 Diversion Rates
- F. Pacifica FY 2022-2023 Diversion Rates
- G. Recology San Mateo County February 2024 Participation Rate Tables

Appendix A

GreenWaste Annual Summary 2023



2023 Annual Summary - Confidential Business Information

Atherton Town Diversion & Tonnage Summary 2023												
Material	Q1 2023			Q2 2023			Q3 2023			Q4 2023		
	Collected	Trash	Recycled	Collected	Trash	Recycled	Collected	Trash	Recycled	Collected	Trash	Recycled
CURBSIDE RECYCLABLES 1	163.50	31.70	131.80	283.80	68.82	214.98	299.79	78.10	221.69	298.14	74.09	224.05
CURBSIDE RECYCLABLES 2	76.09	24.59	51.50	25.49	10.30	15.19				16.88	6.99	9.89
CURBSIDE RECYCLABLES 3	85.31	38.60	46.71									
CURBSIDE RECYCLABLES 4												
OFFICE RECYCLABLES 1												
OFFICE RECYCLABLES 2	5.90	1.91	3.99	10.21	4.13	6.08	27.90	12.11	15.79	56.34	23.33	33.01
OFFICE RECYCLABLES 3	1.60	0.72	0.88							0.94	0.55	0.39
OFFICE RECYCLABLES 4	2.40	1.40	1.00									
ELECTRONICS - IN												
PROCESSED COMPOSTABLES 2	714.48	341.31	373.17	670.23	281.83	388.40	680.38	291.75	388.63	748.21	317.25	430.96
HDPE INBOUND	1.38	0.04	1.34	0.42	0.01	0.41						
ELECTRONICS - IN				3.64	1.18	2.46						
TRASH / MSW 2												
TRASH / MSW 5												
BULKY ITEMS	3.40	3.40	-	8.57	5.14	3.43	10.15	6.09	4.06	7.34	4.40	2.94
YARDWASTE - IN	2,693.85	26.94	2,666.91	2,308.25	23.08	2,285.17	2,007.65	20.08	1,987.57	2,467.00	24.67	2,442.33
Quarterly Tonnage Total	3,747.91	470.61	3,277.30	3,310.61	394.50	2,916.11	3,025.87	408.13	2,617.74	3,594.85	451.29	3,143.56
Quarterly Diversion Rate		87.44%			88.08%			86.51%			87.45%	

Account Type	Total Accounts (3-Cart System)	No Current Service	Mixed Compostables Cart	Recyclables Cart	Yard Waste Cart
Residential	2368	9	2359	2348	2323
Commercial/City	20	0	19	18	5

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2023 Annual Summary - Confidential Business Information

Portola Valley Town Diversion & Tonnage Summary 2023												
	Q1 2022			Q2 2022			Q3 2022			Q4 2022		
	Collected	Trash	Recycled	Collected	Trash	Recycled	Collected	Trash	Recycled	Collected	Trash	Recycled
Curbside RECY 1	103.32	20.03	83.29	203.64	49.38	154.26	203.59	53.04	150.55	218.45	54.28	164.17
Curbside RECY 2	39.80	12.86	26.94	5.32	2.15	3.17	2.80	1.22	1.58	5.32	2.20	3.12
Curbside RECY 3	50.69	22.94	27.75	1.63	0.92	0.71	0.86	0.52	0.34	2.83	1.64	1.19
Curbside RECY 4												
Office RECY 1												
Office RECY 2	20.20	6.53	13.67	38.15	15.42	22.73	38.59	16.76	21.83	36.01	14.91	21.10
Office RECY 3	5.60	2.53	3.07									
Office RECY 4	8.40	4.89	3.51									
Electronics				1.70	0.55	1.15	1.14	0.38	0.76	1.11	0.40	0.71
Processed Compostables 2	1,238.70	591.73	646.97	1,136.66	436.82	699.84	1,071.79	459.58	612.21	1,199.45	508.59	690.86
Bulky Items	0.17	0.17	-	3.32	1.99	1.33	2.09	1.25	0.84	1.87	1.12	0.75
Trash/MSW												
Yard Waste - In	22.85	0.23	22.62	40.33	0.40	39.93	23.15	0.23	22.92	38.31	0.38	37.93
Quarter Tonnage Total	1,489.73	661.91	827.82	1,430.75	507.64	923.11	1,344.01	532.99	811.02	1,503.35	583.53	919.82
Quarter Diversion Rate		55.57%			64.52%			60.34%			61.18%	

Portola Valley Town

Account Type	Total Accounts	3-Cart System*	2-Cart System**	Mixed Compostables Cart	Recyclables Cart	Yard Waste Cart
Residential	1485	1303	182	1485	1484	996
Commercial	36	34	0	34	33	7

*3-Container System Offered to all Residential & Commercial Curbside Customers (Mixed Compostables, Recyclables, Yard Waste)

**2-Container System Offered to Residential-Limited Accessibility/On-Premises Service Customers (Mixed Compostable & Recyclables)

Portola Valley County

Account Type	Total Accounts (2 Cart System)	Mixed Compostables Cart	Recyclables Cart	Yard Waste Cart***
Residential	238	238	206	147
Commercial	4	4	3	0

***Yard Waste Container Offered Upon Request

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2023 Annual Summary - Confidential Business Information

Woodside Town Diversion & Tonnage Summary 2023												
	Q1 2023			Q2 2023			Q3 2023			Q4 2023		
	Collected	Trash	Recycled	Collected	Trash	Recycled	Collected	Trash	Recycled	Collected	Trash	Recycled
Curbside RECY 1	160.68	31.16	129.52	309.25	74.99	234.26	319.95	83.35	236.60	330.89	82.23	248.66
Curbside RECY 2	89.70	28.99	60.71	16.43	6.64	9.79	4.45	1.93	2.52	15.28	6.33	8.95
Curbside RECY 3	97.55	44.14	53.41	0.77	0.44	0.33				1.32	0.77	0.55
Curbside RECY 4	6.06	3.53	2.53									
Office RECY 1				45.90	18.55	27.35	35.13	15.25	19.88	15.05	6.23	8.82
Office RECY 2	26.55	8.58	17.97									
Office RECY 3	7.20	3.26	3.94									
Office RECY 4	10.80	6.28	4.52									
HDPE Inbound	2.06	0.05	2.01									
Electronics	1.80	0.47	1.33				1.15	0.39	0.76	1.08	0.39	0.69
Metal	1.99	0.05	1.94				1.99	0.07	1.92	1.02	0.03	0.99
Processed Compostables 2	1,401.50	669.50	732.00	1,251.90	480.23	771.67	1,113.00	477.25	635.75	1,145.79	485.83	659.96
Bulky Items	2.12	2.12	-	2.67	1.60	1.07	3.94	2.36	1.58	2.86	1.72	1.14
Trash/MSW 2												
Yard Waste - In	581.52	5.82	575.70	483.23	4.83	478.40	449.30	4.49	444.81	521.01	5.21	515.80
Quarter Tonnage Total	2,389.53	803.94	1,585.59	2,110.15	587.29	1,522.86	1,928.91	585.10	1,343.81	2,034.30	588.73	1,445.57
Quarter Diversion Rate		66.36%		72.17%			69.67%			71.06%		

Woodside Town

Account Type	Total Accounts	3-Cart System*	2-Cart System**	Mixed Compostables Cart	Recyclables Cart	Yard Waste Cart
Residential	1841	1646	195	1841	1814	1345
Commercial	51	44	7	41	34	7

*3-Containers Offered to all Residential & Commercial Curbside Customers (Mixed Compostables, Recyclables, Yard Waste)

**2-Containers Offered to Residential-Limited Accessibility/On-Premises Service Customers (Mixed Compostable & Recyclables)

Woodside County

Account Type	Total Accounts (2-Cart System)	Mixed Compostables Cart	Recyclable Cart
Residential	352	352	348
Commercial	13	13	11

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Appendix B

Republic Services Daly City Q2 FY 2023-2024 Report



Tonnage Summary

LOB	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		Year to Date Total	
	DALY CITY	BROADMOOR	DALY CITY	BROADMOOR	DALY CITY	BROADMOOR	DALY CITY	BROADMOOR	DALY CITY	BROADMOOR
Commercial MSW	1,445.34	17.99	1,412.15	21.29	0.00	0.00	0.00	0.00	2,857.49	39.28
Commercial Recycling	700.60	7.58	851.25	7.84	0.00	0.00	0.00	0.00	1,558.84	15.42
Commercial Organics	427.07	0.00	594.25	1.77	0.00	0.00	0.00	0.00	1,021.31	1.77
Total Commercial Tons Collected	2,573.01	25.57	2,857.64	30.91	0.00	0.00	0.00	0.00	5,436.65	56.47
Total Commercial Tons Diverted	1,127.67	7.58	1,445.49	9.61	0.00	0.00	0.00	0.00	2,573.16	17.19
Commercial Diversion Rate	44%	30%	51%	31%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	47%	30%
MFD MSW	1,301.61	0.00	1,432.37	0.00	0.00	0.00	0.00	0.00	2,733.98	0.00
MFD Recycling	309.11	0.00	268.63	0.00	0.00	0.00	0.00	0.00	577.74	0.00
MFD Organics	1,637.06	0.00	1,353.07	0.00	0.00	0.00	0.00	0.00	2,990.12	0.00
Total MFD Tons Collected	3,247.77	0.00	3,054.08	0.00	0.00	0.00	0.00	0.00	6,301.84	0.00
Total MFD Tons Diverted	1,946.16	0.00	1,621.70	0.00	0.00	0.00	0.00	0.00	3,567.86	0.00
MFD Diversion Rate	60%	0%	53%	0%	#DIV/0!	0%	#DIV/0!	0%	57%	0%
Industrial MSW	2,246.99	0.00	1,865.22	0.00	0.00	0.00	0.00	0.00	4,112.21	0.00
Industrial Recycling	423.38	0.00	131.60	0.00	0.00	0.00	0.00	0.00	554.98	0.00
Industrial Organics	162.36	0.00	85.87	0.00	0.00	0.00	0.00	0.00	248.23	0.00
Total Industrial Tons Collected	2,832.73	0.00	2,082.69	0.00	0.00	0.00	0.00	0.00	4,915.42	0.00
Total Industrial Tons Diverted	585.74	0.00	217.47	0.00	0.00	0.00	0.00	0.00	803.21	0.00
Industrial Diversion Rate	21%	0%	10%	0%	#DIV/0!	0%	#DIV/0!	0%	16%	0%
Residential MSW	3,588.70	251.13	3,522.12	256.83	0.00	0.00	0.00	0.00	7,110.82	507.96
Residential Recycling	2,092.76	151.50	2,012.98	138.15	0.00	0.00	0.00	0.00	4,105.74	289.66
Residential Organics	1,252.54	113.21	1,275.83	121.30	0.00	0.00	0.00	0.00	2,528.37	234.51
Total Residential Tons Collected	6,934.00	515.85	6,810.93	516.28	0.00	0.00	0.00	0.00	13,744.93	1,032.12
Total Residential Tons Diverted	3,345.30	264.71	3,288.81	259.45	0.00	0.00	0.00	0.00	6,634.11	524.16
Residential Diversion Rate	48%	52%	48%	50%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	48%	51%
Total MSW Tons	8,582.64	269.12	8,231.86	278.12	0.00	0.00	0.00	0.00	16,814.50	547.24
Total Recycle Tons	3,525.84	159.08	3,264.46	145.99	0.00	0.00	0.00	0.00	6,790.30	305.08
Total Organics Tons	3,479.02	113.21	3,309.02	123.07	0.00	0.00	0.00	0.00	6,788.04	236.28
Total Tons Collected	15,587.50	541.41	14,895.34	547.18	0.00	0.00	0.00	0.00	30,392.84	1,088.59
Total Recycling Residual Tons	636.67	28.00	566.69	26.49	0.00	0.00	0.00	0.00	1,203.36	55.39
Total Organics Residual Tons	993.51	13.59	838.50	14.77	0.00	0.00	0.00	0.00	1,832.02	28.35
Total Diverted Tons*	5,774.68	229.81	5,168.28	257.34	0.00	0.00	0.00	0.00	10,542.96	457.61
Diversion Rate	34%	42%	35%	47%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	35%	42%
Service Area MSW Tons	8,851.76		8,509.98		0.00		0.00		17,361.74	
Service Area Recycle Tons	3,684.93		3,410.45		0.00		0.00		7,095.38	
Service Area Organics Tons	3,592.23		3,432.08		0.00		0.00		7,024.31	
Service Area Total Tons Collected	16,128.92		15,352.52		0.00		0.00		31,481.43	
Service Area Diversion Rate	45%		45%		#DIV/0!		#DIV/0!		45%	
Service Area Diverted Tons*	5,604.49		5,425.62		0.00		0.00		11,030.58	
Service Area Diversion Rate*	35%		35%		#DIV/0!		#DIV/0!		35%	

*Includes residual rate reduction

Appendix C

Republic Services Half Moon Bay Q4 2023 Report



16.03.4 - Diversion Data

LOB	1st Quarter Total Jan-March	2nd Quarter Total April-June	3rd Quarter Total July-Sept	4th Quarter Total Oct-Dec	Year to Date Total CY2023
Commercial MSW	671.48	604.33	585.56	568.37	2,429.74
Commercial Recycling	323.40	326.41	321.30	293.92	1,265.03
Commercial Organics	109.26	106.34	129.63	107.16	452.39
Total Commercial Tons Collected	1,104.14	1,037.08	1,036.49	969.46	4,147.16
Total Commercial Tons Diverted	432.66	432.75	450.93	401.08	1,717.42
Commercial Diversion Rate	39%	42%	44%	41%	41%
Industrial MSW	444.06	395.63	349.86	387.54	1,577.09
Industrial Recycling	22.50	59.07	4.62	0.00	86.19
Industrial Organics	7.32	0.00	5.60	4.79	17.71
Total Industrial Tons Collected	473.88	454.70	360.08	392.33	1,680.99
Total Industrial Tons Diverted	29.82	59.07	10.22	4.79	103.90
Industrial Diversion Rate	6%	13%	3%	1%	6%
Multi-Family MSW	98.09	92.96	87.99	85.44	364.48
Multi-Family Recycling	61.84	57.35	58.34	57.41	234.94
Multi-Family Organics	0.18	0.21	0.19	0.18	0.76
Total Multi-Family Tons Collected	160.11	150.53	146.52	143.02	600.18
Total Multi-Family Tons Diverted	62.02	57.56	58.53	57.59	235.70
Multi-Family Diversion Rate	39%	38%	40%	40%	39%
Residential MSW	812.95	844.54	794.05	782.57	3,234.12
Residential Recycling	388.02	320.87	348.00	376.23	1,433.13
Residential Organics	545.27	687.23	646.72	557.74	2,436.96
Total Residential Tons Collected	1,746.24	1,852.65	1,788.78	1,716.54	7,104.20
Total Residential Tons Diverted	933.29	1,008.10	994.72	933.97	3,870.09
Residential Diversion Rate	53%	54%	56%	54%	54%
Total MSW Tons	2,026.58	1,937.46	1,817.46	1,823.92	7,605.42
Total Recycle Tons	795.76	763.71	732.26	727.56	3,019.29
Total Organics Tons	662.03	793.78	782.14	669.87	2,907.82
Total Tons Collected	3,484.37	3,494.95	3,331.86	3,221.35	13,532.53
Diversion Rate (includes residual)	42%	45%	45%	43%	44%
Total Recycling Residual Tons	127.05	119.59	117.15	118.69	482.49
Total Organics Residual Tons	66.20	79.38	78.21	66.99	290.78
Total Diverted Tons*	1,264.53	1,358.52	1,319.04	1,211.75	5,153.84
Diversion Rate*	36%	39%	40%	38%	38%

*Includes residual rate reduction

Appendix D

San Bruno - Data on Waste and Recycling Categories 2023

City of San Bruno Data on Waste and Recycling Categories

Quantity Data (tons)	
January - December 2023	
Solid Waste	20,605.15
Recycling	9,181.08
Compost (or organics)	5,958.51
TOTAL	35,744.74

Note: Tons shown are tons collected by Recology San Bruno only, excluding construction and demolition debris.

Participation Data for 3-Cart System (%)	
Commercial Buildings or Sites	31%
Multi-Family Residential Buildings or Sites	73%
Single-Family Residential	100%

Note: Subscription % is percentage of Recology San Bruno customers that have organic services. Customers that have organics services are likely to have trash and recycling service as well.

Source: Recology San Bruno, March 13, 2024

Appendix E

South SF Scavenger 2023 Diversion Rates

Year	2023				
Month	(All)				
Master Category	(Multiple Items)				
Sum of Net TN		OT Label (Adj)2 270-South San Francisco	OT Label (Adj) 290-Millbrae	250-Brisbane	Grand Total
MT Label (Adj)2	MT Label (Adj)				
Solid Waste	1-TRASH / GARBAGE / REFUSE	42,459.69	9,131.10	6,409.53	58,000.32
	24-WTE	279.62			279.62
Solid Waste Total		42,739.31	9,131.10	6,409.53	58,279.94
Recycling	2-RECYCLE	5,995.88	2,299.14	613.98	8,909.00
	3-OCC / CARDBOARD	5,020.25	222.28	1,109.35	6,351.88
	6-C&D - 65% MIN DIVRSN	4,335.51	971.50	272.83	5,579.84
	7-CLEAN METAL	196.21	132.42	2.47	331.10
	8-CLEAN WOOD WASTE	639.13	174.80	139.55	953.48
	9-DIRT/ ROCK/ CONCRETE	2,150.96	907.38	453.32	3,511.66
	21-AGP - ALUM/PLASTIC/GLASS	781.97	1.52	0.73	784.21
	22-MP - MIXED PAPER	407.11		4.43	411.54
Recycling Total		19,527.00	4,709.04	2,596.66	26,832.69
Compost	4-CLEAN GREEN WASTE	285.41	134.29	70.45	490.15
	5-FOOD WASTE	6,258.38	2,638.49	904.37	9,801.23
	17-ORGANICS - AD	3,593.38	1,798.71	34.42	5,426.51
	18-ORGANICS - BLT	2,455.51	1,498.59	512.19	4,466.29
Compost Total		12,592.67	6,070.08	1,521.44	20,184.18
Grand Total		74,858.98	19,910.22	10,527.62	105,296.81

Appendix F

Pacifica FY 2022-2023 Diversion Rates

Pacifica	
Below are the tonnages collected by Recology from May, 2022 through April 2023	
MSW	13,759.27
Organics	5,392.38
Recycling	5,265.62
Total Residential Subscribers	11,293
Total Subscribers with Recycling Service	11,277
Percentage	99%
Total Subscribers with Organic Service	11,184
Percentage	99%
Total Percentage with three cart system	99%
<hr/>	
Total Commercial Subscribers	574
Total Subscribers with Recycling Service	551
Percentage	96%
Total Subscribers with Organic Service	275
Percentage	48%
Total Percentage with three cart system	48%
<hr/>	
NOTE: multi family included with either residential or commercial totals	

Appendix G

Recology San Mateo County February 2024 Participation Rate Tables

Recology San Mateo County				
BELMONT		SFD	MFD	Commercial
	Total Customers	6762	173	270
	Customers With Organic Service*	6678	150	136
	Participation Rate	98.76%	86.71%	50.37%
BURLINGAME		SFD	MFD	Commercial
	Total Customers	6595	558	832
	Customers With Organic Service*	6541	397	329
	Participation Rate	99.18%	71.15%	39.54%
EAST PALO ALTO		SFD	MFD	Commercial
	Total Customers	4242	225	137
	Customers With Organic Service*	4205	215	88
	Participation Rate	99.13%	95.56%	64.23%
FOSTER CITY		SFD	MFD	Commercial
	Total Customers	6744	419	132
	Customers With Organic Service*	6246	414	98
	Participation Rate	92.62%	98.81%	74.24%
HILLSBOROUGH		SFD	MFD	Commercial
	Total Customers	3772	0	6
	Customers With Organic Service*	3733	0	6
	Participation Rate	98.97%	0.00%	100.00%

Recology San Mateo County

	SFD	MFD	Commercial
MENLO PARK			
Total Customers	7774	538	574
Customers With Organic Service*	7659	356	340
Participation Rate	98.52%	66.17%	59.23%
REDWOOD CITY			
Total Customers	17606	988	1083
Customers With Organic Service*	16865	805	577
Participation Rate	95.79%	81.48%	53.28%
SAN CARLOS			
Total Customers	8586	257	882
Customers With Organic Service*	8523	201	280
Participation Rate	99.27%	78.21%	31.75%
SAN MATEO			
Total Customers	20759	1323	1384
Customers With Organic Service*	20164	1008	584
Participation Rate	97.13%	76.19%	42.20%
COUNTY OF SAN MATEO (NORTH FAIR OAKS)			
Total Customers	2675	93	391
Customers With Organic Service*	2623	58	107
Participation Rate	98.06%	62.37%	27.37%

Recology San Mateo County

COUNTY OF SAN MATEO (OTHER)	SFD	MFD	Commercial
Total Customers	5141	91	102
Customers With Organic Service*	5129	85	46
Participation Rate	99.77%	93.41%	45.10%

WEST BAY SANITARY	SFD	MFD	Commercial
Total Customers	2226	3	28
Customers With Organic Service*	2213	3	23
Participation Rate	99.42%	100.00%	82.14%

*For Multi-Family Dwelling (MFD) and Commercial customers, includes customers who have subscribed for service, as well as customers with shared service.

Release Date: July 11, 2024
2023-2024 San Mateo County Civil Grand Jury

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 1, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager

TITLE: **AMENDMENTS TO THE PARKS AND RECREATION COMMISSION BY-LAWS TO ADD TWO YOUTH MEMBERS**

RECOMMENDATION:

Adopt a resolution amending the parks and recreation Commission By-Laws providing for the addition of two youth members to the Commission for a total of seven regular (voting) members.

FISCAL IMPACT:

There is no fiscal impact associated with this action. Implementation will require minimal administrative costs that can be absorbed within the operating budget of the City Manager's Office and Communications/City Clerk.

STRATEGIC ELEMENTS:

This action supports City Council Strategic Plan Element of *Inclusive Government*.

BACKGROUND:

The Parks and Recreation Commission has been evaluating ways in which the Commission can be more impactful and inclusive. Early this year, the Chair of the Commission (R.J. Jennings) brought forward the idea of adding youth membership. Based on this request, staff conducted research and policy analysis of the concept. Over the last several months, the Commission has held public discussions regarding adding youth membership. Discussions centered around several policy questions including how many youth members, voting or non-voting, age, and term.

On August 28, 2024, the Parks and Recreation Commission requested staff seek City Council approval for adding youth representation to the Commission. The Commission recommended the following parameters for youth members:

- Addition of two (2) youth members to the Commission (total of 7 members)
 - Regular members (full authority to participate and vote)

- Allowed to serve as an Officer (Chair or Vice Chair)
- Must be in High School (Entering Freshman through Entering Senior)
- Minimum 14 years of age upon assuming seat
- One (1) year Term
 - Option of one, one-year extension (provided still in High School)
 - One year being August to August with exception of 2024-25

The Parks and Recreation Commission was re-formed by resolution of the City Council on May 16, 2017. The Commission was formed as a five-member advisory board. At this same meeting the City Council adopted, by resolution, Commission By-Laws which provide guidance for the operation and governance of the Parks and Recreation Commission. The By-Laws have not been revised since approved in 2017.

On September 17, 2024, the City Council, by motion, authorized staff to prepare revisions to the Commission By-Laws to reflect the recommendations of the Parks and Recreation Commission.

DISCUSSION:

The work of the Parks and Recreation Commission serves to provide recommendations to the City Council on matters relating to recreation programming, parks facilities, beaches and trails/paths within the City. The Commission recommended and the City Council concurred that the addition of two youth members to the Commission would provide multiple benefits. First, the Commission would receive perspective from a community cohort that does not actively engage with the Commission. Secondly, the youth members would gain leadership skills and learn a great deal about civic engagement. For several years, the Bike Pedestrian Advisory Committee (BPAC) has included a youth member, and that seat has been invaluable to the Committee work. This action would include a new opportunity for younger residents to serve their community through the parks and Recreation Commission.

Given the subject matter and the wholly advisory role of the Commission, staff and the commission believe it is in the best interest of the community to provide the opportunity for developing future civic leaders while capturing youth voices and perspectives in the present.

NEXT STEPS:

Assuming adoption of the revised By-Laws, the City will publish the notice of vacancies and seek applicants. The City would outreach to the community via normal means like eNews and social media. Additionally, the City would outreach to Cabrillo Unified School District, Half Moon Bay High School, Pilarcitos High School and via the Future Leaders Civics Academy. Our hope would be to have the City Council appoint the two youth members on November 19 with their first meeting on December 11, 2024.

ATTACHMENT:

Resolution with Exhibit A, By-Laws

Resolution No. C-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AMENDING ITS BY-LAWS TO PROVIDE FOR THE ADDITION OF TWO YOUTH MEMBERS**

WHEREAS, on May 16, 2017, the Parks and Recreation Committee was dissolved by the City Council; and

WHEREAS, on May 16, 2017, the City Council created the Parks and Recreation Commission and its By-Laws; and

WHEREAS, the mission of the Commission is to advise the City Council on the best means to provide quality park and recreation services for our community and visitors; and

WHEREAS, the Commission serves as advisors to the City Council on issues related to the field of parks and recreation services, working within the priorities and direction of the City Council; and

WHEREAS, the Parks and Recreation Commission discussed and recommended the City Council add two youth members to the Commission as an opportunity to develop future civic leaders while capturing youth voices and perspectives in the present; and

WHEREAS, on September 17, 2024, the City Council concurred with the Commission and authorized staff to return with amendments to the By-Laws creating two youth seats on the Commission.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby adopts the amended Parks and Recreation Commission By-Laws as contained in Exhibit A to this resolution.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of October 2024, 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

Joaquin Jimenez, Mayor

EXHIBIT A
AMENDED PARKS AND RECREATION
COMMISSION BY-LAWS

City of Half Moon Bay
Parks and Recreation Commission Bylaws

Amended/Adopted on October 1, 2024

Article I: Name and Authorization

A. Name

1. The name of the Commission, as provided by the City of Half Moon Bay, CA shall be known as the Half Moon Bay Parks and Recreation Commission, herein after referred to as the "Commission."

B. Authorization

1. The Commission exists by the authority of the Half Moon Bay Municipal Code Chapter 2.23.

Article II: Mission Statement

- A. The mission of the Commission is to advise the City Council on the best means to provide quality park and recreation services for our community and visitors.

Article III: Purpose and Function

A. Purpose

1. The Commission shall serve as advisors to the Half Moon Bay City Council on issues related to City recreation programs, recreational facilities, open space, parks and paths/trails. The role of the Commission is to work within the priorities and direction of the City Council. The Commission shall have no administrative power or authority to incur any indebtedness or contractually obligate the City of Half Moon Bay.

B. Function

1. The function, at the discretion of the City Council, will be to:
 - a. Encourage participation in recreation, athletic, and leisure services provided by the City and in the community.
 - b. On the specific direction of the City Council:
 - (i) Study issues and receive community feedback on parks and recreation programs.
 - (ii) Recommend to the City Council the adoption of policies and standards concerning: recreation programs, recreational facilities, open space, trails, parks, and other related services.

- c. Review and make recommendations to the City Council on draft master plans concerning long range parks and recreation plans.
- d. Assist in developing partnerships with Cabrillo Unified School District, the County of San Mateo, the State of California, the Mid-Peninsula Regional Open Space District, El Granada Community Services District and local non-profits.
- e. Provide advice to volunteer groups and parks and recreation foundation/boosters on the areas they may best serve that meet the priorities of the City Council.

Article IV: Commission Membership

A. Members

- 1. The Commission shall be comprised of seven members, two of which shall be classified as youth members. Commission members will be selected by the City Council based on their qualifications and willingness to serve, consistent with the selection processes and procedures of the City Council. Members will be selected without regard to sex, race, creed, color or national or ethnic origins.

B. Eligibility

- 1. All members of the Commission shall reside within city limits upon appointment and through the duration of their term.
- 2. Five members of the Commission (Adult Members) shall be at least 18 years of age upon appointment.
- 3. Two members shall be no younger than 14 years of age or no older than 17 years of age upon appointment and shall be entering 9th, 10th, 11th or 12th grade.
- 4. Current or prior participation in the Future Leaders Community Academy and/or the City’s NET Community Academy is highly encouraged for prospective members.
- 5. It is encouraged that at least one member of the Commission be a professional in a field complementary to the Commission’s purpose and function.
- 6. It is also encouraged that, to the extent practicable, membership be geographically representative and be considerate of Council Districts, where practicable.

Article II: Appointments

A. Adult Members

- 1. Adult members shall be appointed for a four-year term.
- 2. Adult member candidates shall be appointed pursuant to City Council established protocol and/or adopted policy. Each member candidate shall be approved by resolution of the City Council. A member may seek a new term under the same Council appointment process.

B. Youth Members

1. Youth members shall be appointed for a term of one year which is intended to align with the month of August (beginning of the school year). The initial appointment term will run from November 2024 through August 2025. Selection by the City Council shall be pursuant to City Council established protocol and/or adopted policy.
2. The City Council may re-appoint a youth commissioner for up to one additional year provided they meet eligibility requirements with or without Notice of Vacancy advertisement.
- C. If the City Council does not approve an appointment within sixty (60) days of notification of a vacancy, the Commission may request that the City Council consider filling the vacant seat at their next available meeting.

Article V: Organization

A. Officers

1. The Commission shall elect a Chair and Vice Chair.
2. Officers shall be elected for a term of one (1) year at the first meeting of the calendar year and shall assume office immediately following completion of the election.
3. The officers shall perform the duties as prescribed by these bylaws.

B. Quorum

1. A majority (minimum 4) of the Commission shall constitute a quorum for purposes of holding a meeting or taking any action.

C. Voting Rights

1. Each member shall be entitled to one (1) vote and shall cast that vote on each item submitted. Proxy votes and absentee ballots shall not be permitted. A Member shall only abstain from a vote when the Member has a valid conflict of interest. Any abstention without a valid reason, shall be recorded as a “no” vote on the motion.

D. Removal of Officer

1. When an officer has been absent or has not performed the duties of that office for three consecutive meetings, the officer may be removed from their position with a majority vote of the Commission at a regularly scheduled meeting. The Commission may then elect a new officer.

Article VI: Duties of Officers

A. Duties of the Chair

1. To conduct meetings of the Commission as its chairperson:
 - a. Ensure that consideration of items on the agenda move along without delay.

- b. Ensure that petitioners, proponents, and opponents are heard but not allowed to disrupt the meeting.
 - c. Ensure that decorum is maintained at the meeting.
 - 2. In presiding over matters where the public has provided comments and/or raised questions, the Chair should:
 - a. Direct questions or comments requiring a response to staff for a response.
 - b. Ensure that staff and members of the public direct their comments to the chair.
 - c. If necessary, help keep Commissioner's questions relevant to the matter being considered by the Commission.
 - d. If necessary, consider calling for a brief recess if orderly conduct of the meeting is being disrupted.
 - e. Announce the decision of the Commission on all subjects.
 - 3. To ensure that each member of the Commission is provided an opportunity to completely express their views on items of business, the Chair should:
 - a. See that Commissioners ask to be recognized by the Chair before speaking.
 - b. Ensure that each Commissioner is given the opportunity to fully express their views.
 - 4. The Chair shall designate the chair of all sub-committees, standing and special.
 - 5. It is the Chair's responsibility to ensure compliance with the By-laws. Specific questions of conflict of interest will be addressed by the City Attorney or designee.
 - 6. Duties of the Vice-Chair
 - a. In the absence of the Chair, the Vice-Chair shall perform the duties of the Chair.
- B. Duties of the Commissioners
 - 1. Arrive on time for all Commission meetings.
 - 2. Review all meeting materials in preparation for Commission meetings.
 - 3. Notify the Chair and City staff when they will be unable to attend a Commission meeting and that they are seeking an excused absence.

Article VII: Commission Operations

- A. The Commission shall have no authority other than as stipulated by the By-Laws and approved by the City Council.

- B. All meetings and Commissioners will adhere to the requirements of the Brown Act.
- C. All meetings shall be conducted in accordance with Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century, Revised 2011.
- D. All Commission decisions must be made at properly-noticed Commission meetings.
- E. No business may be transacted by the Commission at a regular or special meeting unless a quorum of the membership is present (minimum 4).
- F. The Commission shall be notified by email and/or by public posting 72 hours in advance of a regular meeting and within 24 hours of a special meeting. All meetings are open to the public.
- G. Regular Meetings
 - 1. The Commission shall hold regular meetings no earlier than 6:00 p.m. on the fourth Wednesday of each month, except that no meeting shall be held if a regular meeting falls on a legal holiday. Regular meetings will be held at the Emergency Operations Center (or at the adjacent Ted Adcock Community Center), or any other place designated by the City Council as the regular meeting place.
 - 2. Regular meetings may be cancelled for a lack of a quorum or at the discretion of the City Manager for lack of sufficient business of the Commission.
 - 3. All Commission meeting notices and agendas are to be provided to the City Clerk.
- H. Special Meetings
 - 1. Special meetings may be called by the City Manager or at the direction of the City Council. Special meetings require notice 24 hours in advance to Commissioners and public.
- I. Study Sessions
 - 1. Study sessions are special meetings that are held for the purpose of providing information to the Commission, particularly on issues that are more complex or more time-consuming than matters typically scheduled on a regular Commission meeting agenda. Study sessions may be held when considerable public participation is expected or desired. No actions are to be taken at workshops or study sessions; proposed actions are to be agendaized at the next regular meeting for consideration by the Commission.
- J. Copies of the meeting minutes will be distributed to the City Clerk upon their acceptance by the Commission.
- K. Subcommittees may be formed by a consensus of the Commission and are subject to the requirements of The Brown Act.
- L. Voting
 - 1. A motion, second, and a majority vote of the Commission shall be required for any formal action of the Commission.

2. Any vote of abstention must clearly indicate for the record the basis for the abstention including any conflict of interest. An abstention without legal basis shall constitute a “no” vote.

M. The Chair, with the approval of a majority of the Commission, may change the order of hearing of items on an agenda.

N. Public Participation

1. Members of the public are encouraged and invited to participate in the meeting process by submitting written comments before the meeting or speaking in person at a meeting.
2. Individuals who wish to speak should submit a speaker card to the recording secretary at the appropriate time.
3. Time Limits for public comment:
 - a. Individual Speakers - three minutes is customary; the Chair may waive the limit providing it is for all speakers on an agenda item.
 - b. The Chair may, at his/her discretion, limit the amount of time allotted to the speaker(s) when needed.
4. Members of the public are invited to speak at the podium to ensure all attendees can hear and so the comments can be captured on the recording.
5. Members of the public are expected to respect other members of the public as well as the Commission and staff during public meetings by acknowledging and adhering to the rules for public comments and participation. Members of the public may not approach the dais during the meeting at any time for any reason. Disruption of a meeting may be cause for removal by a member of the Sheriff's Department.
6. It is the intent of these rules to allow everyone to be heard without fear of jeers or cheers that may discourage public participation. For this reason, these rules are taken seriously. Disruptive or unruly behavior may result in removal from the Commission meeting.

O. Action Minutes

1. The Commission shall use Action Minutes (action minutes record the action taken by the Commission and contain very little, if any, narrative content) to record their proceedings.
2. Motions and votes are shown in the record.
3. Media recordings may be used in order to provide a verbatim record of meetings.

P. Conflict of Interest

1. The Political Reform Act, implemented, regulated, and enforced by the Fair Political Practices Commission (FPPC), controls financial conflicts of interest.

2. Government Code §1090 applies to prohibit the recommendation of City contracts in which a public official or Commissioner has a financial interest.
3. As soon as it appears to a Commissioner that they may have a potential conflict of interest in any City contract, or an item that may be presented to the Commission or the City Council, the Commissioner should immediately consult with the City Attorney at the earliest opportunity for advice on whether a disqualifying conflict of interest exists.
4. Recognizing that not all conflicts of interest are financial, and that non-financial interests can also create a disqualifying conflict of interest under the common law, Commissioners should immediately consult with the City Attorney at the earliest opportunity for advice on whether a non-financial interest may constitute a disqualifying conflict of interest.
5. With full consideration of the City Attorney's advice, it is up to each individual Commissioner to decide for him / herself whether there is a conflict of interest.
6. A Commissioner shall not vote upon any matter on which s/he has a conflict of interest.
7. A Commissioner shall openly state the reason for his / her conflict of interest.
8. A Commissioner who is disqualified by a conflict of interest shall recuse him/herself, explain the basis for the recusal as required by law, step away from the dais, and leave the room during the discussion and deliberation of the item.

Q. Donations

1. Offers of donations are to be forwarded to the City Council with the Commission's recommendation. Donations may be rejected if they are not in accordance with City priorities, policies, long range plans, standards, conditions, or if the City does not have the staff or budget capacity to accept it.

R. Commissioner Conduct

1. Members shall:
 - a. Put constituents foremost at all times.
 - b. Treat each other, staff, and members of the public with dignity, courtesy, and respect.
 - c. Encourage and/or ensure that the public treats the Commission, staff, and members of the public with dignity, courtesy, and respect.
 - d. Be attentive to others, limiting interruptions and distractions.
 - e. Encourage diverse viewpoints in deliberations while being mindful not to prolong discourse or block consensus.
 - f. Agree to respectfully disagree.
 - g. Keep comments clear, concise, and on topic.
 - h. Start and end meetings on time, work from the agenda.
 - i. Present problems in a way that promotes discussion and resolution.

2. Reimbursements

- a. Commissioners shall not receive reimbursements for any expenses incurred unless such expenses were incurred with the prior written approval of the City Manager.

3. Commissioners are subject to all provisions of City Policies.

S. Commission - Staff Relations

1. Individual Commissioners may make requests of City staff to the City Manager or through a Department Head for limited research and information without the formal concurrence of a majority of the member's colleagues. Requests that will require significant staff time may be referred to the full Commission and only pursued if supported by motion of a majority of the Commission and approval by the City Council. The City Manager should be kept aware of all requests.
2. Commissioners should direct any questions on staff reports to the City Manager or designee.
3. Clarifications or technical questions will be answered before the meeting whenever possible.

T. Representing the Commission

1. Speaking for "the Commission"

- a. When a Commissioner is appointed to serve as a liaison to an advisory group or non-profit organization, is requested to speak to a community group, or is asked the about the Commission's position on an issue, the response should reflect the position of the Commission as a whole. Of course, a member may clarify his/her vote on a matter by stating, for example, "While I voted against X, the Commission voted in support of it" or "The Commission has not taken a position on this item." When representing the Commission at meetings or other venues, it is important that those in attendance gain an understanding of the Commission's position rather than that of an individual member.

2. Speaking as an Individual

- a. On occasion, Commissioners may wish to transmit correspondence on an issue upon which the Commission has yet to take a position or about an issue for which the Commission has no position. In these circumstances, members should clearly indicate in their communications that they are not speaking for the Commission as a whole, but for themselves as an individual member of the Commission. If the subject matter is likely to come before the Commission it is strongly advised that the Commissioner refrain from corresponding or stating any position on the matter until the entire Commission has had the opportunity to take up the issue in a noticed public meeting.

Article VIII: General Order and Conduct of Business

- A. Order of Business
 - 1. Roll Call
 - 2. Approval of Minutes
 - 3. Public Comments - Non-Agenda Items
 - 4. Staff Informational Reports
 - 5. Regular Agenda
 - 6. Reports Out
 - 7. Commissioner Announcements, Comments, and Correspondence
 - 8. Commission Meeting Look Ahead
 - 9. Adjournment

- B. Conduct of Business
 - 1. Change in the Order of Business
 - a. The Chairperson, with the consent of the Commission may change the Order of Business at a meeting.

- C. Comments from the Public
 - 1. Public comments require a speaker card to be completed and submitted to the recording secretary.
 - 2. Public comments for non-agendized items are limited to “Public Comments – Non-Agendized Items”.
 - 3. Public comments on regular agenda items are heard during the hearing of that agenda item at a time determined by the Chair.
 - 4. Public comments are only made at a designated place, e.g. podium.

- D. Agenda Item Submission
 - 1. The City Council or City Manager may place matters on the Commission agenda based on the direction and priorities of the City Council.

- E. Commissioner:
 - 1. During a regular or special meeting, a Commissioner may request, by motion, an item be considered on a future agenda and if seconded, staff will prepare a staff report (see “C.4. Capacity” below).
 - 2. A Commissioner may submit a written request to place an item on an agenda. The request will be placed on the agenda of the next regular meeting for consideration by the Commission as to whether the item is to be agendized (see “C.4. Capacity” below).

- F. Members of the Public

1. A member of the public may request Commission action in the following ways:
 - a. Write a letter to the Commission, or
 - b. Speak during the Public Comment period at a Commission meeting.
 - c. Upon agreement of a majority of the Commission, the Commission will determine whether to place on a future agenda an item requested by the public (see “C.4. Capacity” below).
- G. Capacity
 1. Proposed agenda items that require significant staff time or budget expenditures as determined by the City Manager requires City Council approval before being agendized. Staff will report to the Commission when a proposed agenda item will require City Council approval before being agendized.

Article IX: Staff Services

- A. City of Half Moon Bay staff shall act as a liaison between the Commission and City Council. The City shall provide staff services to the Commission which will include:
 1. Providing a schedule of meetings to the City Clerk's Office and Commission members, arranging meeting locations, maintaining the minutes of the meetings, and preparing and distributing appropriate information related to the meeting agenda.
 2. Advise the Commission on directions and priorities of the City Council.
 3. Informing the Commission of events, activities, policies, programs, etc. occurring within the scope of the Commission's function.
 4. Ensuring the City Clerk is informed of all vacancies, expired terms, changes in officers, or any other changes to the Commission.
 5. Providing a continuous flow of information to the appropriate appointed official including reports, actions, and recommendations of the Commission and notifying them of noncompliance by the Commission or Chair with the Bylaws, City policies, or statutes.
 6. Ensuring information and recommendations provided by the Commission for City Council consideration is appropriately added to the agenda for City Council meetings.

Article X: City Council Review of Commission

- A. The City Council will periodically review the activities of the Commission, based on a formal review by the City Manager, to determine if the Commission should continue its activities.

Article XI: Bylaws and Effective Date

- A. Any recommended changes to the Bylaws by the Commission will be reviewed by the City Council and, if approved by the City Council, will be filed with the City Clerk's office.
- B. These Bylaws, and any amendments hereto, shall become effective immediately upon adoption by the City Council.
- C. These Amended Bylaws have been adopted by the City Council October 1, 2024.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **September 17, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Richard Cheechov, SMCO Coastside Captain, Chief of Police Services

TITLE: **AUTOMATED LICENSE PLATE READERS POLICY AND TWO-YEAR PILOT PROGRAM**

RECOMMENDATION:

Adopt a resolution:

1. Approving the two-year Automated License Plate Readers (ALPR) pilot program at specified locations within Half Moon Bay;
2. Adopting the City of Half Moon Bay ALPR Usage and Privacy Policy;
3. Authorizing the City Manager to negotiate and execute an amendment of the Agreement for Law Enforcement Services with the County of San Mateo, to implement the use of ALPR technology in Half Moon Bay; and
4. Authorizing the City Manager to negotiate and execute an agreement with Flock Group, Inc., for the installation and maintenance of sixteen (16) ALPR units and associated software, equipment, and support services, for a period of two years, at a cost not-to-exceed \$108,900.

FISCAL IMPACT:

The two-year pilot program will not exceed \$108,900 and will be funded by Citizens' Option for Public Safety (COPS) grant funds, which are received from the State on an annual basis to supplement existing front-line law enforcement services. There would be no impact to the General Fund for this Pilot Program.

STRATEGIC ELEMENTS:

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

BACKGROUND:

Automated License Plate Recognition (ALPR) technology uses a combination of cameras and computer software to scan the license plates of passing vehicles. The cameras, which can be fixed (e.g., mounted on road signs or traffic lights) or mobile (i.e., mounted on a vehicle), capture computer-readable images that allow law enforcement to compare plate numbers

against plates of known stolen vehicles or vehicles associated with individuals wanted on criminal charges. When a match is found, a real-time alert is generated, notifying police of the location where the image of the stolen or wanted vehicle was captured. ALPR data can also be used by investigators, after a crime has been committed, to identify and locate associated vehicles.

The question of using ALPR technology in Half Moon Bay was originally discussed at City Council meetings in 2019. Some Council and community members voiced concerns about then current technology, data protections, immigration issues, and privacy. Ultimately, the Council opted to await a then in-progress State audit of ALPR use in other jurisdictions, which can be found online at: <https://information.auditor.ca.gov/reports/2019-118/summary.html>. That audit found that most jurisdictions lacked sufficient policies and procedures, and often failed to follow policies that were in place or audit their own use of the technology. The State audit also cited a lack of safeguards to protect the data collected, and jurisdictions retained the data longer than necessary for the technology's stated purpose. Ultimately, the City did not revisit the use of ALPR due to the onset of the COVID-19 pandemic in 2020.

On August 15, 2023, the Sheriff's Office presented their Annual Report for FY 2022-23. Following the presentation, Council requested a future update on ALPR, including advancements in technology, protection of data, and other previously identified concerns, as well as how the deployment of ALPR might provide specific benefits to the residents of Half Moon Bay in curbing crime trends and helping improve community safety.

In fall 2023, in response to community concerns regarding improper and illicit activity, the Sheriff (with consent of the City) placed a mobile ALPR unit in the vicinity of Pilarcitos and Kelly Avenues. This action followed neighborhood meetings and general consensus agreement to, among other strategies, utilize mobile ALPR technology. The mobile unit was then removed following a significant de-escalation of activity in the area. Additionally, over the past year the City and Sheriff have heard from community members and businesses seeking ways to keep their homes and businesses safer. Many of these conversations have included questions about whether ALPR technology is being utilized in Half Moon Bay and, if not, can it be implemented.

Based on the direction from City Council in 2023, Staff and the Sheriff have gathered information on the current technology being utilized by the County and other jurisdictions, best practices related to the use of ALPR, and reviewed updated policies on their use, including safeguarding data and imagery collected by ALPR. The Sheriff has recently updated their ALPR use policy, which now includes best practices, enhanced protections, and safeguards being utilized successfully in other jurisdictions. In 2023, the Sheriff and County also updated their policies related to collaboration with federal agencies on immigration enforcement issues. The new policies restrict the County from cooperating with ICE without a federal judicial warrant.

Staff also met with local representatives of the ACLU earlier this year to inform them of the City's intent to discuss ALPR and to seek their input. The ACLU indicated concerns about the effectiveness of the technology in solving crimes, privacy, and potential abuses of data.

A study session was held on February 20, 2024, which included presentations by the ACLU and Sheriff, as well as public comment. Following a long discussion, the Council asked Staff to return with the following:

- Information about the process employed by the City of Palo Alto during their recent ALPR Deployment, specifically regarding their Surveillance Use policy.
- Information on top calls for service in Half Moon Bay to correlate with how ALPR technology could assist with the types of crimes most predominantly experienced within City limits.
- Potential locations for installation of ALPR in Half Moon Bay (based upon analyzing traffic patterns and crime patterns) as well as a budget for their installation and use.

On April 16, 2024, City staff and the Sheriff's Coastside Captain presented Council with an update, including the information requested at the previous study session. The Captain revisited several concerns raised in previous discussions or by the public, including concerns about faces being captured and facial recognition technology (not part of ALPR tech), privacy, storage, and sharing of ALPR information, fears about predictive policing (not a practice of the Sheriff), laws relating to use and misuse of ALPR information, and consequences of misconduct. Specifically, the data cannot be shared with other states or to enforce other states' laws, the data cannot be used for immigration and deportation efforts, and the data cannot be used in connection with reproductive rights and enforcement from other states or jurisdictions. The Captain also presented an update on top offenses in Half Moon Bay and their relation to the use of ALPR technology, including outstanding warrants, possession of drugs and paraphernalia, and DUI enforcement. The Captain shared that ALPR technology is already in use in other parts of the Coastside outside of City limits, and she shared several examples of local crimes solved or personal mental health crises being prevented through the use of ALPR technology.

The Captain then provided an overview of the recommended locations for the installation of ALPR technology in Half Moon Bay and shared a sample transparency portal that will be included with a contract with the ALPR provider and posted on the City website. Additionally, a Captain from Palo Alto Police Department also attended the meeting and answered questions about their work implementing ALPR technology.

The City received a follow-up letter from the ACLU on June 18, 2024, which is included as **Attachment 2**, requesting changes to the Sheriff's ALPR policy.

DISCUSSION:

ALPR technology and implementation have evolved significantly since prior conversations. Notably, the ALPR technology being considered does not capture personal identifying information (PII), does not possess the ability to conduct facial recognition, nor does it share information with private third parties.

Flock Group, Inc. (Flock) has emerged as an industry leader in license plate recognition technology. Flock license plate recognition technology is currently being utilized by the Sheriff's

Office in unincorporated areas as well as the contract cities of Millbrae, San Carlos, Woodside, and Portola Valley. The technology is being used by most cities within San Mateo County, throughout the Bay area, and the State of California. Similar technology is also utilized throughout the Bay Area to manage toll lanes, bridges, and traffic signals. The Sheriff's Office has found ALPR to be an invaluable resource, acting as a force multiplier, allowing the capture of information that may have otherwise been lost given the constraints of not always being able to be everywhere at all times. The force multiplier element is an important element for Half Moon Bay and the greater Coastside given the limited patrol coverage, size of the area, and level of transient visitors.

The unique topography of Half Moon Bay allows those who live and work here to literally be separated from the rest of the Bayside cities, which in the case of ALPR is a benefit because it means anyone coming to commit crimes here would typically need to drive a car to do so. Additionally, there are times crimes occur, when witnesses may be reluctant to come forward to share vital information like what the car looked like that fled the scene past where they live. ALPR technology can alleviate that, by capturing the vehicle's image and license plate, giving investigators a key piece of evidence to pursue.

In speaking with community members, the two main questions raised were, "Will ALPR be used to enforce laws from other states?" and, "Will ALPR be used for immigration purposes?" The answer is no to both questions. The San Mateo County Sheriff's Office has recently updated its ALPR policy to make sure it is consistent with best practices and language based on guidance from the State Attorney General's Office, current state law, and the San Mateo County Attorney's Office. The policy is included as **Attachment 3**. The policy provides clear understanding of the standard for records retention while providing local agencies the flexibility for longer retention. Additionally, the City has drafted its own ALPR Usage and Privacy Policy, included as **Attachment 4**, which clarifies City specific policies and requirements, and addresses many of the requests made by the ACLU in their June letter, concerns raised by the City Council and community, and includes best practices and language from other jurisdictions, including Woodside and Palo Alto.

Implementation of the Pilot Program

ALPR are typically affixed to existing infrastructure (i.e. street signs, light poles, etc.), and are powered by on-board batteries and solar panels. Potential locations identified for pilot program deployment include the bookends and major entry/exit points to the Half Moon Bay downtown business district, and streets with beach access that often result in calls for service, especially over Holiday weekends and the summer months.

Through the requested analysis, Staff has identified the following seven (7) locations for installation of sixteen (16) ALPR:

- N/B Highway 1 and Main Street
- S/B Highway 1 and Main Street
- E/B Strawflower Shopping Center

- W/B Strawflower Shopping Center
- Highway 92 and N/B Main Street
- Highway 92 and S/B Main Street
- E/B Kelly West of Highway 1
- W/B Kelly East of Highway 1
- E/B Kelly East of Highway 1
- W/B Kelly West of Highway 1
- N/B Main and Highway 1 at Higgins Canyon Road
- S/B Main and Highway 1 at Higgins Canyon Road
- E/B Redondo Beach Road
- W/B Redondo Beach Road
- E/B Wavecrest Road at Highway 1
- E/B Poplar Street at Railroad

In addition to the installation and maintenance of the ALPR system, Flock will create an online transparency portal, which will be posted on the City’s website and include the following: the City and County ALPR policies, ALPR locations, ALPR usage information, usage statistics, search audit reports, solved crime information, and additional data points to provide transparency regarding the ALPR pilot program.

If the Council approves the recommendations, the City Manager will negotiate and execute a Professional Services Agreement, substantially in the form and content included in **Attachment 5**, prior to implementation of the pilot program. Staff will then work with Flock, the Sheriff, and Caltrans to install the ALPR and implement the pilot program as soon as possible. Staff will provide regular updates to the Council and community on the status of the project and throughout the pilot period, as set forth in the City’s ALPR Usage and Privacy Policy. At the end of the two-year pilot, the City and Sheriff will publicly evaluate the reports, audits, and crime statistics over the period to determine if the ALPR have been successful and whether to continue their use in Half Moon Bay.

ATTACHMENTS:

1. Resolution
2. Letter dated June 18, 2024, from the ACLU North Peninsula Chapter
3. San Mateo County ALPR Administrative Policy
4. City of Half Moon Bay ALPR Usage and Privacy Policy
5. Draft Professional Services Agreement, Scope of Work and Schedule, and Fee Schedule

RESOLUTION NO. C-2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY: 1) APPROVING THE TWO-YEAR AUTOMATED LICENSE PLATE READERS (ALPR) PILOT PROGRAM AT SPECIFIED LOCATIONS WITHIN HALF MOON BAY; 2) ADOPTING THE CITY OF HALF MOON BAY ALPR USAGE AND PRIVACY POLICY; 3) AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AMENDMENT OF THE AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY OF SAN MATEO, TO IMPLEMENT THE USE OF ALPR TECHNOLOGY IN HALF MOON BAY; AND 4) AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FLOCK GROUP, INC., FOR THE INSTALLATION AND MAINTENANCE OF SIXTEEN (16) ALPR UNITS AND ASSOCIATED SOFTWARE, EQUIPMENT, AND SUPPORT SERVICES, FOR A PERIOD OF TWO YEARS, AT A COST NOT-TO-EXCEED \$108,900.

WHEREAS, Automated License Plate Recognition (ALPR) technology uses a combination of cameras and computer software to scan the license plates of passing vehicles; and

WHEREAS, ALPR technology is utilized by law enforcement agencies throughout San Mateo County, including by the Sheriff's Office, and has been found to be an effective tool to enforce and investigate certain crimes and other public safety issues; and

WHEREAS, the City originally explored the use of ALPR in 2019, but due to Council and community concerns about then current technology as it related to privacy, data protection, and other issues, did not move forward with implementation; and

WHEREAS, in 2023 the Council requested an update on ALPR, including advancements in technology, protection of data, and other previously identified concerns, as well as how the deployment of ALPR might provide specific benefits to the residents of Half Moon Bay in curbing crime trends and helping improve community safety; and

WHEREAS, over the last year the City has held multiple public meetings to learn more about ALPR, identify best practices, and identify locations within the City that would be effective for implementing ALPR technology to help with law enforcement in Half Moon Bay; and

WHEREAS, the City has developed a two-year pilot program to deploy the use of 16 fixed ALPR in 7 locations throughout Half Moon Bay, which includes a ALPR Usage and Privacy Policy that addresses many of the concerns raised by the council and community and includes best practices from other jurisdictions, and will be paid for out of the Citizens' Option for Public Safety (COPS) grant funds; and

WHEREAS, the City will enter into an agreement with Flock Group, Inc. for the installation and maintenance of sixteen (16) ALPR units and associated software, equipment, and support services during the pilot period, as well as an amendment to the agreement with the Sheriff to implement the use of the technology; and

WHEREAS, at the end of the two-year pilot, the City and Sheriff will publicly evaluate the reports, audits, and crime statistics over the period to determine if the ALPR have been successful and whether to continue their use in Half Moon Bay.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby approves the two-year Automated License Plate Readers (ALPR) pilot program at specified locations within Half Moon Bay; adopts the City of Half Moon Bay ALPR Usage and Privacy Policy; authorizes the City Manager to negotiate and execute an amendment of the Agreement for Law Enforcement Services with the County of San Mateo, to implement the use of ALPR technology in Half Moon Bay; and authorizes the City Manager to negotiate and execute an agreement with Flock Group, Inc., for the installation and maintenance of sixteen (16) ALPR units and associated software, equipment, and support services, for a period of two years, at a cost not-to-exceed \$108,900.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of October 2024, 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

Joaquin Jimenez, Mayor



June 18, 2024

Matthew Chidester, Half Moon Bay City Manager
Captain Rebecca Albin, Half Moon Bay Police Chief

VIA EMAIL

Re: Half Moon Bay Automated License Plate Reader Policy

Dear Captain Albin and City Manager Chidester:

On behalf of the ACLU North Peninsula and Mid-peninsula Chapters (“the ACLU Chapters”), we write to share our continuing opposition to the deployment of automated license plate readers (ALPRs), which are a threat to civil rights and which data has shown do not make our communities safer.¹ Property and violent crime are at historic lows in California² and resources are far better spent addressing the root causes of crime, including income inequality, lack of affordable housing, lack of opportunity, and inadequate access to resources. Nonetheless, as the city has decided to move forward with implementing this system, we ask you to adopt an ALPR policy that mitigates harms and best protects the civil liberties of people who live, work, and visit Half Moon Bay. We offer the suggestions set forth below based on ALPR policies in place in other Bay Area jurisdictions, and request further clarification about the involvement of the Northern California Regional Information Center (NCRIC) in the storage and sharing of Half Moon Bay’s ALPR data.

The ACLU Chapters are all-volunteer groups of community members that seeks to protect and advance the civil liberties of all residents, employees, and students in San Mateo County. We represent more than 4,000 people in San Mateo County.

¹ Louise Matsakis, Flock Safety Says Its License Plate Readers Reduce Crime. It’s Not That Simple, WIRED (Oct. 24, 2019), <https://www.wired.com/story/flock-safety-license-plate-readers-crime/>

² <https://calbudgetcenter.org/resources/crime-in-california-remains-well-below-historical-peaks/#:~:text=Everyone%20wants%20to%20live%20in,peak%20of%206%2C881%20in%201980>

Feedback on [Sheriff's Office ALPR Policy](#)

§420.2 Policy

This section provides that “the Sheriff’s Office shall provide the opportunity for public comment at a regularly scheduled meeting of the governing body of any area prior to the installation of any fixed ALPR camera.” We recommend adding the opportunity for public comment at least annually and whenever the Sheriff’s Office contemplates a new or different location for ALPRs.

§420.4 Roles and Responsibilities

- §2.H. requires the sheriff’s office to give an annual report making various disclosures about the data. We urge adding a provision to provide that data on the Sheriff’s Office website and to make those disclosures at least quarterly.
- §2.I., audits of user queries: Change “periodic” audits of user queries to a more specific scheduling. See Alameda County Sheriff’s Department Alameda County Sheriff’s Department General Order 5.42 §H, Belmont Draft Policy §469.8.
 - Because the Sheriff’s Office can enter into MOUs allowing other law enforcement agencies to access the city’s ALPR data, frequent audits also should include reviews of how those agencies are using the data to ensure they are being used consistently with Sheriff’s Office policies and expectations. It is noteworthy that some California law enforcement agencies are defying Attorney General Bonta and sharing data with out-of-state agencies.³ The Sheriff’s Office policy should outline a mechanism whereby it would detect such impropriety by another agency and terminate its access to the city’s data.
- We note with appreciation the disclosure of locations where the Sheriff’s Office proposes to install ALPRs. We urge adding a provision to the policy, in this section or elsewhere, committing to ongoing public disclosure of camera locations. Assurances have been made that ALPRs would be confined to the business district. It would be a violation of public trust if the equipment were quietly moved to more residential or otherwise sensitive areas, where privacy is of greater concern, without public disclosure.
- §3 is not applicable because mobile ALPRs are not currently under consideration in the city - the policy should specify that this section does not apply to Half Moon Bay.

§420.5 ALPR Data

- We urge adding a provision requiring a secure login procedure capable of being audited so as to ensure deputies’ compliance with the policy. Palo Alto’s ALPR policy §462.4 is instructive:
“All data will be closely safeguarded and protected by both procedural and technological means...
(a) All ALPR data shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.

³ <https://www.aclunc.org/blog/californians-fought-hard-driver-privacy-protections-why-are-police-refusing-follow-them>

...
(d) Every ALPR system inquiry must be documented by either the associated case number or incident number, and lawful reason for the inquiry.”

See also Santa Clara County Sheriff’s Office ALPR Policy §5.

- §B. Sharing Data
 - It is commonplace for local law enforcement agencies to share ALPR data on a “one-off” basis or enter into MOUs to share data. Sections should be added to the policy to specify:
 - For one-off inquiries, identify who has authority to field such inquiries. Include a mechanism for retaining the data requests so they can be included in reports to the City Council;
 - For MOUs, provide a description of the circumstances in which the Sheriff’s Office will enter into such agreements, a cadence for review of such agreements, and a process for dissolving an MOU if warranted by the other agency’s policies or practices.

See Palo Alto Policy §462.6, Belmont Draft Policy §469.9.

- Under some circumstances, individuals and entities other than law enforcement agencies have a legal right to ALPR data, and a procedure for accessing it should be set forth. See Palo Alto Policy §462.6.
- In the interest of fostering public trust, we urge that an ALPR transparency page be added to the Sheriff’s Department website, disclosing at a minimum the number and locations of the cameras in use, a list of external law enforcement agencies with data access, the number of vehicles captured, and the number of “hotlist hits.” See Belmont Draft Policy §469.9.

§420.6 Prohibited Uses

To the itemized list of prohibited uses of ALPR data, we urge the addition of explicit prohibitions on personal use and infringements on community members’ First Amendment Rights. See Palo Alto policy §462.5:

“(b) Personal Use: It is a violation of this Policy to use the ALPR system or associated scan files or hot lists for any personal purpose.*

(c) First Amendment Rights. It is a violation of this policy to use the LPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights of any person.”

(*See also Alameda County Sheriff’s Department General Order 5.42, §A.1).

Because assurances were made at Half Moon Bay city council meetings that ALPRs would not be used for enforcement of traffic infractions, we urge inclusion of a prohibition on use for traffic enforcement.

Cited policies may be found in this [Google Drive folder](#).

Request for Clarification re: Northern California Regional Information Center

We seek clarification about how NCRIC would be involved with Half Moon Bay's ALPR data.

The following language appears on the Sheriff's Office [website](#):

“AUTOMATED LICENSE PLATE READERS

The San Mateo County Sheriff's Office operates on behalf of the Vehicle Theft Task Force, City of San Carlos and Town of Portola Valley, Automated License Plate Readers. The license plate, registration history, and geographical location information are downloaded to a server housed and maintained by the Northern California Regional Intelligence Center (NCRIC).”

(emphasis added). This language seems contrary to a discussion at a city council meeting in which it was suggested that Half Moon Bay's ALPR data would be owned by the city and stored on a cloud server, and NCRIC would not be involved in the data storage.

We request that Captain Albin clarify the role of NCRIC in the management, storage, and sharing of the city's data. The city of San Mateo has a description, including a [visual representation](#), about ALPR data on its website that mentions NCRIC; we are curious if this is a reasonably accurate representation of NCRIC's involvement with the ALPR data collected by the Sheriff's Office.

Thank you for your consideration. Please contact us at npenaclu@gmail.com if you have any questions.

Sincerely,

Beth von Emster, ACLU-North Peninsula Co-chair
Chowning Poppler, ACLU-North Peninsula Co-chair
Jason Miles, ACLU-Mid-Peninsula Chair
Robin Montoya, ACLU-North Peninsula Chapter Leader

cc: Half Moon Bay City Council

Automated License Plate Readers (ALPRs)

420.1 PURPOSE AND SCOPE

The purpose of this Policy is to establish policy and procedures for the use and oversight of the San Mateo County Sheriff's Office Automated License Plate Reader (ALPR) technology.

420.1.1 DEFINITIONS

Automated License Plate Reader (ALPR): A device that uses cameras and computer technology to compare digital images of license plates to existing law enforcement inquiries and/or investigations lists.

Detection: An ALPR read of a license plate within public view, including potential images of the plate and vehicle on which it was displayed, and information regarding the location of the ALPR at the time the data was obtained.

Hit: An alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen vehicle, wanted person(s), missing person(s), domestic violence protective order, registered sex offender or terrorist-related activity.

Hotlist: License plate(s) associated with existing law enforcement investigations.

Plate of Interest: A license plate appearing on a hotlist or that has been entered into the ALPR database and is believed to be associated with criminal activity and/or a vehicle/person of interest.

420.2 POLICY

It is the policy of the San Mateo County Sheriff's Office (SMCSO) to utilize ALPR technology only for official and legitimate law enforcement purposes, with the goal being to increase the efficiency and effectiveness of its public safety efforts in a manner that safeguards the legitimate privacy concerns of law abiding citizens. Consistent with Civil Code 1798.90.55, the Sheriff's Office shall provide the opportunity for public comment at a regularly scheduled meeting of the governing body of any area prior to the installation of any fixed ALPR camera.

Office personnel may use the ALPR system for official use only. Any matches received from the ALPR must be verified before enforcement action is taken unless exigent circumstances exist. ALPR data shall be retained for a minimum of thirty (30) days. Intelligence and investigative information may be retained for a longer period. Local governments may decide to retain their own ALPR data for a longer period.

420.3 GENERAL

1. ALPRs shall be used only by authorized employees of this Office who have been trained and certified in the use of the equipment pursuant to SMCSO requirements. Training shall consist of policy review and an examination via the Learning Management System (LMS).
2. No civilian or sworn member shall use or authorize the use of any ALPR system or any ALPR database information for any reason other than official law enforcement purposes.
3. A positive Hit within the ALPR Program does not establish probable cause unless other significant factors for a detention exist. Absent exigent circumstances, or other information that helps to establish probable cause for a detention, the Hit information/data must be confirmed prior to taking any related law enforcement action.

420.4 ROLES AND RESPONSIBILITIES

General Use

1. ALPR systems shall be deployed solely for official law enforcement purposes, including, but not limited to:

- A. Locating stolen vehicles, carjacked vehicles, stolen license plates, wanted or missing persons, or vehicles on the Hotlist;
- B. Canvassing areas surrounding recent crimes to capture license plates that may be connected to the crime event; and

2. ALPR Administrator

- A. The ALPR Administrator duties and Official Custodian duties are the responsibility of the Administrative Sergeant or designee for the applicable area.
- B. The ALPR Administrator shall ensure all ALPR system equipment is inspected, at a minimum, on a quarterly basis.
- C. The ALPR Administrator shall coordinate all training for use of the ALPR systems and related technologies.
- D. No member of the Office shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- E. The following classifications are authorized to be trained in the use of the ALPR system:
 - i. Duly sworn peace officers.
 - ii. Professional staff whose duties require or call for the use of the system or data, for example, Community Service Officers assigned to investigative positions or Crime Analysts.

- F. Training in the use of the system shall consist of:
- i. Privacy and civil liberties protections.
 - ii. Legal authorities, developments and issues involving the use of ALPR data and technology.
 - iii. Current Office policy regarding appropriate use of ALPR systems.
 - iv. Technical, physical, administrative and procedural measures to protect the security of ALPR data against unauthorized access or use; and
 - v. Practical exercises in the use of the ALPR system.
- G. The ALPR Administrator shall submit an ALPR quarterly report to the Area Commander of any deployment of ALPR technology:
- i. The report will include at a minimum, total detections and hits generated from the ALPR equipment and confirmation that there is no data in the system older than is permitted by this policy.
- H. The Sheriff's Office will give an annual report to the Governing Bodies on the number of license plates captured in any given time period, number of times the data was accessed by law enforcement, including but not limited to, a report from the law enforcement agency as to how many of the license plates included in the data accessed were Hits on an active wanted list, the number of inquiries made by law enforcement personnel by agency relative to the data, the justification(s) for those inquiries, and information on any data retained beyond retention periods (maximum of 12 months) and the reasons for such retention.
- I. The ALPR Administrator shall conduct periodic audits of user queries as well as update access to the database. This includes eliminating access to persons separated from the organization for any reason.

3. ALPR Operators

- A. Shall ensure the ALPR cameras are properly affixed to the assigned Sheriff's patrol vehicle prior to starting their shift; inspecting units for damage or excessive wear.
- B. Upon discovery of any ALPR equipment that is inoperable or damaged in any way, the Operator shall:
 - i. Immediately notify the ALPR Administrator in writing.
 - ii. Document the damage/issue on the County Vehicle Damage form.

- C. Shall start the ALPR system software to activate the system and receive the automatic updated Hotlist at the beginning of each shift.
 - i. ALPR units installed on marked Sheriff's patrol vehicles shall be activated and used at all times unless the operator of the vehicle has not been trained and certified to use the system.
 - ii. Staff assigned unmarked Sheriff's vehicles equipped with an ALPR system may use their discretion on removing the external ALPR cameras based on mission needs.
- D. Shall ensure that the ALPR system software, hardware, and GPS are fully operational.
- E. Shall not attempt to repair defective or inoperable ALPR equipment

4. ALPR Hits

- A. When an alarm is received alerting operators of a positive Hit from the Hotlist database, a digital image of the license plate will be displayed on the mobile data computer screen.
- B. Absent exigent circumstances, or other information to establish probable cause for a detention, ALPR operators shall compare the digital image of the license plate to the Hotlist information to verify the Hit for both the state in which the license plate was issued and characters on the plate. ALPR systems will alert based on the alpha numeric characters displayed for license plates issued and false positives are possible based on license plates with the same numbers from other states. ALPR systems may also misread letters and numbers of similar shapes. This is the primary reason that, absent exigent circumstances, all positive Hits must be confirmed prior to taking law enforcement action.
- C. Absent exigent circumstances, or other information to establish probable cause for a detention, ALPR operators shall confirm the ALPR information by radio or mobile data computer to immediately confirm the Hit prior to taking enforcement or any other type of action.

420.5 ALPR DATA

- A. Internal Data
 - i. All ALPR data downloaded to the server will be stored for one year or the length of time approved by the jurisdiction in which it is deployed. After that time has elapsed, the data will be purged. If the applicable data has become, or it is reasonable to believe will become, evidence in a criminal or civil action, or is subject to a lawful action to produce records, it should be downloaded from the server onto portable media and booked into evidence.

B. Sharing Data

- i. Detection data generated from SMCOSO ALPR systems will be shared with requesting law enforcement agencies only after it is determined that the request is for official and legitimate law enforcement purposes.

C. Hotlists

- i. State and/or national standing Hotlists will be automatically downloaded into the ALPR database a minimum of once a day with the most current data overwriting the old data.
- ii. The Hits from these data sources should be viewed as informational; created solely to bring to law enforcement's attention the specific license plates that have been, or may have been, associated with criminal activity.

D. Plates of Interest

- i. License plate data added to the database will have an expiration date of no longer than 30 days.
- ii. Plates entered into the ALPR database will contain the following information as a minimum:
 - (a) Entering Deputy's name and contact information.
 - (b) Corresponding SMCSO event number.
 - (c) Short synopsis of the reason why the plate has been entered into the system. This information should be as descriptive as reasonable under the circumstances.

420.6 PROHIBITED USE

- A. ALPR usage is prohibited from invading the privacy of individuals or looking into private area or areas where a reasonable expectation of privacy exists, nor shall they be used to harass, intimidate or discriminate against any individual or group, nor for any purpose not specifically authorized by this policy.
- B. Unauthorized access, possession or release of data is a violation of policy and various federal and state criminal statutes. Any employee who accesses, possesses or releases data from the ALPR database without authorization or in violation of this policy and such additional policies established by this Office, may face discipline up to and including termination, criminal prosecution and/or civil liability.
- C. The Sheriff's Office does not permit the sharing of ALPR data gathered by the Office or its contractors/subcontractors/municipalities for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

- D. The Sheriff's Office will also consider the California Reproductive Privacy Act (Health and Safety Code § 123460 - § 123469) before approving the sharing of ALPR data for the purpose of investigating any person seeking to exercise their reproductive health care rights within California. The Sheriff's Office does not permit the sharing of ALPR data gathered by the Office or its contractors/subcontractors for the purpose of prosecuting, investigating or initiating any legal proceeding against any person for the exercise of reproductive health care rights as defined by California law.
- E. The Sheriff's Office will not share ALPR data with federal or out-of-state agencies in compliance with Civil Code §§1798.90.55(b) and 1798.90.5(f).

420.7 REFERENCES

- (a) Vigilant Solutions Car Detector User Manual
- (b) Civil Code § 1798.90.51; Civil Code § 1798.90.53

City of Half Moon Bay

Automated License Plate Reader (ALPR)

Usage and Privacy Policy

Adoption Date:

Last Revision Date:

1. Introduction & Purpose

The City of Half Moon Bay (“City”) owns or leases and authorizes the use of Automated License Plate Readers (“ALPR”) at fixed locations within the City, as shown on Attachment A, for law enforcement and public safety purposes as described herein.

ALPRs use high speed cameras to capture still images of vehicles including the make, color, license plate, roof racks and bumper stickers (“Footage”). City, through its contract for law enforcement services with the San Mateo County Sheriff’s Office, has agreed to provide the Sheriff’s Office with access to the Footage to view, search, and archive the Footage and to receive notifications via email or SMS to facilitate gathering of evidence for use in bona fide law enforcement investigations.

California Civil Code section 1798.90.51 requires public agencies operating ALPR to adopt and implement a usage and privacy policy to ensure that the collection, use, maintenance, sharing, and dissemination of information collected by ALPR protects individual privacy and civil liberties. Consistent with the state law mandate, the City has adopted this Automatic License Plate Reader Usage and Privacy Policy (“Policy”) to regulate the use, management, and retention of ALPR and ALPR Data which includes the Footage metadata, such as time stamp and geolocation of the cameras, as well as who has accessed records, search history, and any other auditable data collected or used to store, index, and access the information. This Policy is available to the public in writing and posted on the City’s website.

Any material changes or modifications to this Policy or its terms shall be subject to City Council review and approval.

2. Definitions

- A) “Aggregated Data” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available tools to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.
- B) “Automated License Plate Reader” means the technology, also known as License Plate Recognition, which provides still images and other data, including vehicular attributes such as make, color, license plate, roof rack, and bumper stickers, captured by the ALPR System.
- C) “ALPR Data” means the content obtained by an ALPR, including the Footage metadata, such as time stamp and geolocation of the camera, as well as who has accessed records, search history, and any other auditable data collected by the software system or used in the Embedded Software used to store, index, and access the information gathered by an ALPR.
- D) “ALPR System” means the ALPR hardware and software including cameras or device, pole, clamps, solar panel, installation components, and any other physical elements used for the capture, retention, indexing, accessing, and utilizing ALPR Data.

- E) "Embedded Software" means the software and/or firmware embedded or preinstalled on the ALPR System.
- F) "Flock" means Flock Group Inc, the vendor who will provide to the City a software and hardware solution for ALPR through Flock's technology platform.
- G) "Footage" means still images and other data, including vehicular attributes such as make, color, license plate, roof rack, and bumper stickers, captured by the ALPR System during and provided via the services provided by Flock.
- H) "Hotlist(s)" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, National Crime Information Center (NCIC), Department of Motor Vehicles (DMV), and local Be on the Lookouts (BOLOs) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- I) "Law Enforcement Agency" refers to an agency charged with maintaining public safety and enforcing federal law or California law.
- J) "Notifications" means alerts sent via Electronic Mail (E-mail) or Short Message/Messaging Service (SMS) to the Sheriff's officers through the ALPR System based on Hotlists hits.
- K) "Requisite Training" means training and education conducted by the Sheriff before access to the City's ALPR Data is provided and thereafter annually on ALPR Data protection and authorized and prohibited uses. Training in the use of the system shall consist of:
 - i. Privacy and civil liberties protections;
 - ii. Legal authorities, developments and issues involving the use of ALPR data and technology;
 - iii. Current Sheriff policy regarding appropriate use of ALPR systems;
 - iv. Technical, physical, administrative and procedural measures to protect the security of ALPR data against unauthorized access or use;
 - v. Practical exercises in the use of the ALPR system; and
 - vi. All training and updates provided by Lexipol.
- L) "Sheriff" means the San Mateo County Sheriff's Office and its sworn officers or authorized staff.
- M) "City" means the City of Half Moon Bay, California.
- N) "City Council" means the City Council of the City of Half Moon Bay, California.
- O) "City Manager" means the official representative of the City or their duly authorized agent.

3. Authorized Purposes and Prohibited Uses

Use of the City ALPR System will take place 24 hours a day, 7 days per week, and 365 days per year within the City of Half Moon Bay, with ALPR Data captured at the locations identified on Attachment A. City ALPR shall not be used in areas where there is a reasonable expectation of privacy, such as on private property not readily visible from public right of ways.

ALPR Data captured by City ALPR will only be used for the following purposes:

- A) to assist in identifying and investigating crimes against persons and property;
- B) to locate missing children, adults, and/or elderly individuals, including in response to Amber Alerts and Silver Alerts;

- C) to locate stolen, wanted, and/or other vehicles that are the subject of an investigation;
- D) to assist in gathering evidence to identify, apprehend, and prosecute criminal offenders;
- E) to respond to emergency events;
- F) to locate and/or apprehend individuals subject to arrest warrants;
- G) to locate victims, witnesses, and suspects associated with an investigation; and/or
- H) to check, either manually or automated, for license plate data appearing on active Hotlists.

The following uses of the ALPR system are specifically prohibited:

- A) to harass and/or intimidate any individual or group;
- B) to use the ALPR system or associated scan files or hot lists for any personal purpose;
- C) to use the ALPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights of any person,
- D) to assist or support immigration enforcement or prosecuting, investigating or initiating any legal proceeding against any person for the exercise of reproductive health care rights as defined by California law; and/or
- E) except when done pursuant to a court order such as a search warrant, to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).

Any ALPR Data obtained from City ALPR shall be used pursuant to this Policy, the Sheriff's policy, any agreements between the City, Sheriff and/or Flock, and any applicable state and federal law. All other uses not referenced above are prohibited. Possession of ALPR Data does not negate the need to comply with other applicable laws or regulations including the requirement to obtain a search warrant when legally required.

4. Data Storage and Protection

ALPR Data collected by ALPR is automatically uploaded to the ALPR System's associated cloud storage at the time of capture. Cloud storage and server capacity is provided for and maintained by Flock as a part of its scope of services. The City Manager shall review and confirm at least annually to the City Council in writing that Flock has installed and implemented appropriate security measures for such storage including encryption, firewalls, authentication, and other reasonable data protection measures.

ALPR Data will not be downloaded to a local server, stored locally on a hard drive or portable device, or produced in a physical printout, except authorized Sheriff personnel may download ALPR Data for local storage or printout for authorized purposes stated herein. ALPR Data may not otherwise be downloaded for any other purpose.

Downloaded, copied, and printed ALPR Data will be maintained in accordance with applicable law, including state and federal evidentiary laws. Additionally, the Sheriff shall implement physical security, encryption, firewalls, authentication, and other reasonable security measures to protect ALPR Data, including all ALPR Data downloaded to the mobile workstation or in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.

5. ALPR Data Access

Access to ALPR Data is restricted to sworn officers or authorized staff of the Sheriff, who may download and store ALPR Data, but only for the authorized purposes listed in Section 3 above and subject to all conditions, restrictions, and protections of this Policy.

The City contracts with Flock for the provision, operation, and maintenance of the ALPR System. Notwithstanding the foregoing, one or more employees of the City may have access to the ALPR system for the sole purpose of facilitating and ensuring the use of the ALPR system in coordination with Flock. Flock's access to data collected by City ALPR is limited to access required to operate and improve the ALPR System, in which case only anonymized and Aggregated Data may be accessed and used by Flock.

In addition to this Policy, the Sheriff's personnel shall observe and comply with this Policy, and all applicable internal or departmental ALPR policies and any additional guidelines and regulations that are in place governing ALPR.

6. ALPR Data Retention

ALPR Data will not be stored by the ALPR System beyond thirty (30) days from the date it was uploaded to the cloud system except when lawfully required to by a subpoena, court order or associated ongoing investigation.

ALPR Data that is downloaded and stored pursuant to Section 5 above shall be deleted and purged no later than six (6) months from the date it was downloaded for local storage, unless the ALPR Data thereafter becomes associated with a criminal investigation or prosecution for any of the authorized purposes identified in Section 3 above. In the latter case, the ALPR Data shall be purged no later than one (1) year from the date the criminal investigation no longer remains active or the ongoing prosecution for which it was retained is resolved.

7. ALPR Data Public Access

ALPR Data will not be made public unless required by state or federal law or by court order. Prior to disclosing to a third party any ALPR Data, Flock shall provide the City with reasonable notice to provide the City with ability to seek a protective order and/or other legal remedies to minimize the scope of required disclosure. If a California Public Records Act request for ALPR Data is received by the City or the City becomes aware of such request to the Sheriff, the City Attorney's Office will be consulted to determine whether the requested ALPR Data is exempt from disclosure pursuant to the California Public Records Act or other state or federal law provisions.

8. Third-Party ALPR Data-Sharing

The City, Flock, and the Sheriff shall maintain robust security procedures and practices, including operational, administrative, technical, and physical safeguards to protect ALPR Data from unauthorized access, destruction, use, modification, or disclosure.

The Sheriff is authorized to share ALPR Data in the following limited circumstances upon a lawful request from:

- a California District Attorney's Office for use as evidence to aid in prosecution, in accordance with laws governing evidence;

- a California Public Defender's Office or criminal defense attorney in accordance with applicable criminal discovery laws; and/or
- a California Law Enforcement Agency, but only for an Authorized Purpose listed in Section 3 above and subject to all conditions, restrictions, and protections of this Policy.

Any ALPR Data sharing must be documented by either the associated case or incident number, and lawful reason for the request.

9. Law Enforcement Training

ALPR Data may only be accessed by authorized Sheriff personnel pursuant to Section 5 and who have undergone Requisite Training. Prior to sharing ALPR Data with any other Law Enforcement Agency, the Sheriff shall ensure that the receiving Law Enforcement Agency is aware of and will comply with the conditions, restrictions, and protections of this Policy.

10. ALPR Maintenance

The City or Flock will regularly inspect and adequately maintain the ALPR equipment in proper working order and will ensure that the ALPR System continues to function as provided for in this Policy.

11. ALPR Data Audits and Annual Reporting

A) Annual Reports

On an annual basis, the City Manager will make a report to the City Council which includes a data audit from the Sheriff. In order to prepare the report, the Sheriff shall randomly select at least ten detection browsing inquiries conducted by Sheriff employees since the date of activation of the ALPR or most recent audit and determine if each inquiry meets the requirements established in this Policy.

The report shall include any data errors or Policy violations found so that such errors can be corrected, and violations addressed. Additionally, the report shall include an evaluation of the system's efficacy, including relevant crime statistics and/or data to help the community assess whether use of the technology is beneficial. After the annual review by the City Council, the report and any associated documentation shall be filed and retained according to the City of Half Moon Bay's retention policies.

B) Annual Reports

Commencing within twelve (12) months following first activation of the ALPRs, and annually thereafter, the Sheriff will prepare an annual report for submission to the City Council and presentation at a public hearing, which shall allow for public comment. The annual report will include, at a minimum:

- a summary of the annual reports including any corrective action taken, excluding any confidential disciplinary information prohibited by law from disclosure;
- the number of fixed ALPR cameras;
- the number of scanned license plates;
- the number of Hotlist hits or alerts;
- the number of search queries and the justification for such queries;

- vi. the number of investigative leads generated by use of ALPR Data;
- vii. the number of witnesses located by use of ALPR Data;
- viii. the number of stolen vehicles recovered by use of ALPR Data;
- ix. the number of suspects apprehended by use of ALPR Data;
- x. a list of Law Enforcement Agencies that accessed or received ALPR Data; and
- xi. any ALPR Data requests from third-parties pursuant to Section 8.

DRAFT

Policy Revision History:

Date	Actions

Adopted:

Signature: _____
 Matthew Chidester, City Manager

Attachment A
ALPR Locations

16 ALPR units at 7 locations

1. N/B Highway 1 and Main Street
2. S/B Highway 1 and Main Street
3. E/B Strawflower Shopping Center
4. W/B Strawflower Shopping Center
5. Highway 92 and N/B Main Street
6. Highway 92 and S/B Main Street
7. E/B Kelly West of Highway 1
8. W/B Kelly East of Highway 1
9. E/B Kelly East of Highway 1
10. W/B Kelly West of Highway 1
11. N/B Main and Highway 1 at Higgins Canyon Road
12. S/B Main and Highway 1 at Higgins Canyon Road
13. E/B Redondo Beach Road
14. W/B Redondo Beach Road
15. E/B Wavecrest Road at Highway 1
16. E/B Poplar Street at Railroad





CITY OF HALF MOON BAY
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made by and between the City of Half Moon Bay, a California municipal corporation (“City”) and [Click or tap here to enter text.](#) (“Consultant”).

Section 1. SERVICES. This is an agreement for [Click or tap here to enter text.](#) Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1. **Agreement Term.** The term of this Agreement shall begin on the date on which the last signature is affixed and shall run until all work is approved by the City or until terminated by either party pursuant to Section 7.
- 1.2. **Time of Performance.** Consultant is not authorized to perform any services or incur any costs whatsoever under this Agreement until receipt of a notice to proceed from the Contract Administrator. All services within the Scope of Work shall be completed prior [Click or tap to enter a date.](#) The City Manager may extend this completion date by up to six months through a written amendment to this Agreement, provided such extension does not include additional contract funds.
- 1.3. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged. All work product which Consultant delivers to City shall be prepared in a competent, professional, and workmanlike manner and comply with the requirements of this Agreement to the City’s satisfaction.
- 1.4. **Changes to Scope.** From time to time, the City may request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding change in compensation and time of performance, shall be made by written amendment to this Agreement.
- 1.5. **Project Administrator.** [Click or tap here to enter text.](#) shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement.
- 1.6. **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall immediately reassign any personnel upon City’s request for good cause, as determined by the City in its sole discretion.

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

Section 2. COMPENSATION. Exhibit B to this contract contains the Fee Schedule. The City shall pay Consultant for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein, in an amount not to exceed the total sum of \$[Click or tap here to enter text.](#)

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing for each task a brief description of the work completed during the billing period, the amount of prior billings, the total due in the current period, the amount of the total contract sum remaining, and the percentage of completion of the work;
- A copy of the applicable time entries or time sheets showing the name of the person doing the work, the hours spent by each person, and a brief description of the work;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours;
- The Consultant's signature.

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

- 2.3. **Payment for Additional Scope.** Payments for any additional services not included in the original Scope of Work and agreed to by the parties under Section 1.4 of this Agreement shall be made on a time-and-materials basis using the Fee Schedule in Exhibit B.
- 2.4. **Payment of Benefits and Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Consultant's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Consultant. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Consultant, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Consultant agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.
- 2.5. **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 7, the City shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred during the term of the Agreement.

Section 3. INSURANCE REQUIREMENTS.

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

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

Two Million Dollars (\$2,000,000).

Five Million Dollars (\$5,000,000).

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

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

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

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

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

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

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

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

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

- 3.2. **Acceptability of Insurer.** The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 3.3. **Additional Insureds.** The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement or policy language naming City and its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations.
- 3.4. **Primary Coverage.** The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement or policy language providing that, for any claims related to this Agreement, those policies shall be primary to any coverage available to City. And any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 3.5. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
- 3.6. **Enforcement.** Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) require Consultant to obtain the insurance, (ii) immediately terminate this Agreement; or (iii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 3.7. **Evidence of Insurance.** At all times during the term of this Agreement, Consultant shall maintain on file with the City a certificate or certificates of insurance and amendatory endorsements or copies of the applicable policy language evidencing current coverage meeting the requirements of this Agreement. Such evidence of insurance shall be attached hereto as Exhibit C and is to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 3.8. **Policy Renewals.** Consultant shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages, or immediately for any policy being cancelled.
- 3.9. **Subcontractors.** The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements or policy language demonstrating compliance with the insurance requirements herein prior to commencement of any work by the subcontractor and shall provide proof of compliance to the City.
- 3.10. **Maintaining Insurance/Notice.** Consultant shall not cancel, assign, or change any policy of insurance required by this Agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing 30 days prior written notice to the City. If an

insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Consultant shall immediately provide written notice to the City and obtain substitute insurance meeting the requirements of this Agreement. Nothing in this subsection relieves Consultant of its obligation to at all times maintain all insurance required by this Agreement.

- 3.11. Waiver of Subrogation.** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer (unless the waiver would void the coverage).
- 3.12. Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 3.13. Liability.** Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless, and defend under this Agreement.
- 3.14. Claims Made Policies.** No insurance policy required herein shall be written as claims-made coverage. Insurance must be written on an occurrence basis. Nonetheless, if it is not possible for a required professional liability policy to be written on an occurrence basis, the professional liability coverage shall be maintained, and Consultant shall provide evidence of coverage to City for the period of time marked with an X below:

- Three years after expiration or termination of this Agreement.
- Five years after expiration or termination of this Agreement.

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

- 3.15. Survival.** The provisions of this Section 3 survive expiration or termination of this Agreement.

Section 4. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.

- 4.1. Indemnity for Design Professional Liability:** With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, officials, agents, employees, and volunteers (collectively and/or individually “City”) from and

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

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

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

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

- 4.3. No Limitations.** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligations of Consultant under this Section 4 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, officials, agents, employees, and volunteers. For purposes of Section 2782 of the California Civil Code, the parties hereto recognize and expressly agree that either (1) this Agreement is not a construction contract; (2) this Agreement is a construction contract and it conforms to Section 2782; or (3) they have negotiated and expressly agreed to the allocation of liability between them.

- 4.4. **Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 4 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.
- 4.5. **Cooperation.** In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in responding to or defending against such claim or action.
- 4.6. **Offset.** City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification due under this Section 4 as finally determined by a court of competent jurisdiction or mutually agreed to by the parties.
- 4.7. **Survival.** Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth in this Section 4. This obligation to indemnify and protect City as set forth in this Section 4 is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or termination of this Agreement.

Section 5. STATUS OF CONSULTANT.

- 5.1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. No relationship of employer and employee is created by this agreement between the City and Consultant or any subcontractor or employee of Consultant. City shall have the right to control Consultant only insofar as specifying the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. City shall not have the right to control or direct the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant shall direct and control its personnel and shall pay all wages, salaries, and other amounts due its personnel in connection with this Agreement as required by law.
- 5.2. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 6. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

- 6.5. **Conflict of Interest.** Consultant shall comply with the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). Consultant understands that in

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

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

Section 7. TERMINATION AND MODIFICATION.

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

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

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

- 7.2. **Suspension.** City may, at any time, temporarily suspend Consultant's performance, in whole or part, by giving a written notice of suspension to Consultant. If City gives such notice, Consultant shall immediately suspend its activities under this Agreement as specified.
- 7.3. **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 7.4. **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.5. **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based

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

- 7.6. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.
- 7.7. **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- i. Immediately terminate the Agreement;
 - ii. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - iii. Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; and/or
 - iv. Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 8. KEEPING AND STATUS OF RECORDS.

- 8.1. **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall become the property of the City upon completion of the work to be performed hereunder or upon termination of this agreement to the extent requested by City. Consultant hereby agrees to deliver those documents to the City upon expiration or termination of the Agreement. Without limiting the generality of the foregoing, if, in connection with services performed under this agreement, the Consultant or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. If it is ever determined that any works created by the Consultant or its subcontractors under this agreement are not works for hire under U.S. law, the Consultant hereby assigns all copyrights to such works

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

82. **Intellectual Property.** Consultant represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this Agreement. Consultant further represents that it shall ensure City has the legal right to utilize all intellectual property involved in and/or resulting from Consultant's performance of this Agreement.
83. **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. This Section shall survive expiration or termination of this Agreement.
84. **Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. This Section shall survive expiration or termination of this Agreement.

Section 9. MISCELLANEOUS PROVISIONS.

91. **Dispute Resolution.** The parties shall make a good faith effort to meet and to settle any dispute or claim arising under this Agreement prior to pursuing litigation. If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.
92. **Governing Law.** The laws of the State of California shall govern this Agreement.
93. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested

exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

94. **Severability.** If a court of competent jurisdiction finds or rules that any provision, including but not limited to any clause, term, section, or subsection, of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
95. **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a continuing waiver or a waiver of any other breach of that term or any other term of this Agreement. No waiver or modification is valid unless made in writing.
96. **Successors and Assigns.** The provisions of this Agreement and all surviving covenants shall inure to the benefit of and shall apply to and bind the successors, heirs, and assigns of the parties.
97. **Notice of Non-Renewal.** Consultant understands and agrees that there is no representation, implication, or understanding that the City will request that services provided by Consultant under this Agreement be supplemented or continued by Consultant under a new agreement following expiration or termination of this Agreement. Consultant waives all rights or claims to notice or hearing respecting any failure by City to continue to request or retain all or any portion of the services from Consultant following the expiration or termination of this Agreement.
98. **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
99. **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 9.10. **Contract Administration.** This Agreement shall be administered by the City Manager or his or her designee (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator.
- 9.11. **Notices.** The parties will make good faith efforts to provide advance courtesy notice via e-mail of any notices under this Agreement. In addition to such courtesy notice, official notice shall be delivered by hand, facsimile, overnight courier, or U.S. mail. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours, or the following day if delivered after business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing). Under no circumstances shall courtesy e-mail notice satisfy the notice requirements set

forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

Any written notice to Consultant shall be sent to:

Address: [Click or tap here to enter text.](#)

Attn. To: [Click or tap here to enter text.](#)

Phone: [Click or tap here to enter text.](#)

Fax: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

Any written notice to City shall be sent to:

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

With a copy to:

Phone: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

Fax: (650) 726-9389
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019

- 9.12. Integration.** This Agreement, including attached Exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 9.13. Authority to Sign Agreement.** Each individual executing this Agreement represents and warrants that he or she is duly authorized to sign on behalf of the party indicated and to bind that party to the Agreement.

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

“CITY”
CITY OF HALF MOON BAY

Date: Click or tap to enter a date.

By: _____
City Manager

Attest: Click or tap here to enter text.

Date: Click or tap to enter a date.

By: _____
City Clerk

Approved as to form:

City Attorney

“CONSULTANT”

Date: Click or tap to enter a date.

By: _____

Its: _____

Attachments:

Exhibit A: Scope of Work

Exhibit B: Fee Schedule

Exhibit C: Evidence of Insurance

Exhibit D: Prevailing Wage Provisions (box checked if applicable to this Agreement)

Exhibit E: Funding Agency Agreement (box checked if applicable to this Agreement)

EXHIBIT A

SCOPE OF WORK AND SCHEDULE FOR AUTOMATIC LICENSE PLATE READER EQUIPMENT/DATA COLLECTION

For clarity, references made in this **Exhibit A** to provisions of the Agreement are referred to as “Paragraphs” and the internal references to sections of this **Exhibit A** are referred to as “Sections.”

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth in the Agreement.

1.1 “**ALPR Data**” means the content obtained through the Flock Services, including the Footage metadata, such as time stamp and geolocation of the camera, as well as who has accessed records, search history, and any other auditable data collected by the Flock Hardware or used by the Embedded Software used to store, index, and access the information gathered.

1.2 “**Agency Authorized End User**” means the San Mateo County Sherriff’s Office, including duly sworn officers.

1.3 Intentionally left blank.

1.4 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available tools to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.5 Intentionally left blank.

1.6 “**Deployment Plan**” means the specific geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Flock Services required under this Agreement.

1.7 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.8 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware.

1.9 Intentionally left blank.

1.10 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.11 “**Flock IP**” means the Flock Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Agency Authorized End User in connection with the foregoing.

1.12 Intentionally left blank.

1.13 Intentionally left blank.

1.14 Intentionally left blank.

1.15 “**Flock Services**” means the provision, via the Web Interface, of certain Flock software applications for the collection of ALPR Data as defined herein, alerts,

searching image records, and sharing Footage subject to the terms of this Agreement and the Agency Policy.

1.16 “**Footage**” means still images and other data, including vehicular attributes such as make, color, license plate, roof rack, and bumper stickers, captured by the Flock Hardware in the course of and provided via the Flock Services.

1.17 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, National Crime Information Center (NCIC), Department of Motor Vehicles (DMV), and local Be on the Lookouts (BOLOs) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.18 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.

1.19 “**Installation Services**” means the services provided by Flock for installation of Flock Hardware, including any applicable installation of Embedded Software.

1.20 “**Non-Agency End User(s)**” means third-party customers of Flock authorized to use their Flock Services through the Web Interface subject to rights and obligations materially similar to this Agreement. For the avoidance of doubt, Non-Agency End Users may include schools, neighborhood homeowner associations, businesses and individual customers of Flock.

1.21 “**Notifications**” means alerts send via Electronic Mail (E-mail) or Short Message/Messaging Service (SMS) to all Agency Authorized End User through the Flock Services based on Hotlists hits.

1.22 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.23 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.24 “**Web Interface**” means the website(s) or application(s) through which Agency and its Agency Authorized End User can access the Flock Services, in accordance with the terms of this Agreement.

1.25 Intentionally left blank.

1.26 Intentionally left blank.

1.27 Intentionally left blank.

1.28 Intentionally left blank.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access to Flock Services.** Subject to the terms of this Agreement, Flock hereby grants to Agency and Agency Authorized End User a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Initial Term and any Extended Term. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and Agency Authorized End User to access and download via the Web Interface for thirty (30) days. Agency Authorized End User’s employees must sign up for an account and select a unique password and username (“**User ID**”) in order to access the Flock Services. Flock will provide Agency with the Documentation to be used in accessing and using the Flock

Services. Agency shall be responsible for all acts and omissions of Agency Authorized End User, and any act or omission by an Agency Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make Agency Authorized End User aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Agency Authorized End User to comply with such provisions. Flock may subcontract with one or more third parties to deliver any part of the Flock Services, such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverages. Warranties provided by said subcontractors will be passed along to Agency. Agency agrees to comply with any reasonable acceptable use policies and other terms of any subcontractor that are provided or otherwise made available to Agency.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Agency Authorized End User), revocable right to use the Embedded Software as installed on the Flock Hardware; in each case, solely as necessary for Agency and its Agency Authorized End User to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.5 below.

2.4 Transparency Portal. Flock will provide Agency with a Transparency Portal dashboard to allow Agency to share policies, usage, and public safety outcomes related to ALPR technology in an effort to promote transparency and return on investment by providing access to usage policies, usage statistics, search audit reports, solved crime

information, and additional data points in a customizable online portal. Agency shall control the type of information shared publicly through the Transparency Portal. Data and statistics related to the performance of the Flock Services accessible through the Transparency Portal shall update automatically. Flock shall ensure that the Transparency Portal remains accessible and provides up-to-date information related to the performance of the Flock Services, with only reasonable temporary service interruption, during the Term of this Agreement.

2.5 Usage Restrictions.

2.5.1 Flock IP. Agency will not (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock IP; (vi) use the Flock Services, Support Services, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Paragraph 2(c) of the Agreement,

Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, Flock may immediately suspend Agency's access to Flock IP.

2.6 Retained Rights; Ownership. As between the parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title, and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and Agency Authorized End User's access to any portion or all of the Flock IP if Flock reasonably determines that (a) Agency has taken impermissible control of Flock IP; (b) Agency's or Agency Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or Agency Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency or Agency Authorized End User is utilizing the Flock Services for anything other than the Permitted Purpose ("**Flock Service Suspension**").

2.7.2 Flock Services Interruption. Flock Services may be interrupted in the event that: (a) Flock's provision of the Flock Services to Agency or Agency Authorized End User is prohibited by applicable law; (b) any third-party services required for Flock Services are interrupted; (c) if Flock reasonably believes Flock Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) there is scheduled or emergency maintenance ("**Flock Services Interruption**"). Flock will make commercially reasonable

efforts to provide written notice of any Flock Services Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Flock Services Interruption is cured. To the extent not caused by a breach of the Agreement, Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or Agency Authorized End User may incur as a result of a Flock Services Interruption. To the extent that the Flock Services Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, at the Agency's sole express option, the expiration of the Initial Term or any extended Term may be tolled by the duration of the Flock Services Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Flock Services Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position, and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Agency shall agree to all Designated Locations prior to the installation of Flock Hardware and Flock shall not install Flock Hardware in any other locations. Flock shall not be required to install Flock Hardware in any location it reasonably deems to be non-viable based on solar availability, LTE coverage, utilities lines, or other site specific

circumstances. Flock shall have final discretion on location of Flock Hardware. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) may incur a charge based on Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any applicable equipment fees. For clarity, Agency will receive prior notice and provide written approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on whether to reinstall Flock Hardware, subject to Agency approval of any changes to the location(s) of the Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the Installation Services. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services for the period that Agency does not provide an adequate power source at the site. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), and (iii) any other

supplementary costs in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). Agency represents and warrants that it has, or shall lawfully obtain, all necessary right, title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation Services shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Initial Term and any Extended Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and to provide any necessary maintenance. Labor may be provided by Flock or a third-party.

2.8.4 Ownership of Flock Hardware. Flock Hardware shall remain the property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency unreasonably default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of

Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, and toxic or flammable substances. In the event any such hazardous materials are discovered in the Designated Locations in which Flock is to perform Flock Services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Flock Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Flock Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost.

2.11 Special Terms. Intentionally left blank.

2.12 Upgrades to Platform. Subject to the terms of this Agreement, Flock may, in its sole discretion, make any upgrades to its system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products

or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. If necessary, Flock will assist Agency Authorized End User in the creation of unique Flock User IDs. Agency Authorized End User may have existing Flock User IDs and may access Flock Services provided under this Agreement using those existing Flock User IDs. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, reasonable access to, and use of, Agency facilities, as well as assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents and warrants that Agency will use the Flock Services only in compliance with this Agreement and all applicable laws and regulations. Although Flock has no obligation to monitor Agency's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the foregoing.

3.3. Flock Representations and Warranties. Flock represents and warrants that Flock will provide the Flock Services in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Flock shall not use the Flock Hardware to capture any images or data not explicitly included in the definition of ALPR Data under this Agreement.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality, and performance of the Flock Services. Proprietary Information of Agency may include, and is not limited to, non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware to enable the provision of the Flock Services. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Receiving Party takes with its own proprietary information, but in no event will a Receiving Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as explicitly permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information when required by law pursuant to a judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure and an opportunity to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so to comply with court order. Prior to disclosing to a third party any Agency

Propriety Information, Flock shall provide Agency reasonable notice of the pending disclosure, which shall include a description of the data or information to be disclosed and the legal requirement(s) compelling the disclosure. Flock may store deleted Footage in order to comply with certain legal obligations such as court orders. In the event Flock receives a court order for Footage, Flock will provide Agency with reasonable notice to provide Agency with ability to seek a protective order and/or other legal remedies to minimize the scope of required disclosure. Notwithstanding the foregoing, all disclosures of Footage by Flock shall be consistent with the Agency Policy and any disclosure of Footage in conflict with the provisions of the Agency Policy shall be considered a material breach of this Agreement.

4.2 ALPR Data. As between Flock and Agency, all right, title, and interest in the ALPR Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide, revocable license to (i) use the ALPR Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the ALPR Data, but only as Aggregated Data, (ii) disclose Footage to law enforcement Non-Agency End Users, pursuant to the Permitted Purpose, enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have access to Footage, each of Agency and Non-Agency End Users will share all right, title, and interest in the Non-Agency End User data. This Agreement does not by itself make any Non-Agency End User data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant Non-Agency End User prior to its deletion. Flock does not own

ALPR Data and represents and warrants that it shall not sell ALPR Data to any third party. Further, Flock shall not share, copy, repurpose or transfer ALPR Data, except as provided herein, without Agency consent.

4.3 Retention Period. Flock shall provide a standard retention period for all Footage which shall be thirty (30) calendar days.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to Flock IP, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title, and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to create Aggregated Data to perform and improve the Flock Services, including the training of machine learning algorithms with Aggregated Data. Agency hereby grants Flock a non-exclusive, worldwide, royalty-free right (during and after the Initial Term and any Extended Term) to use and distribute such Aggregated Data to improve the Flock Services and other Flock offerings, including for development, diagnostic and corrective purposes. The parties understand that the aforementioned license is required for continuity of Flock Services. No rights or licenses are granted except as expressly set forth herein. Flock represents and warrants that it does not sell Aggregated Data. Further, Flock shall not share, copy, repurpose or transfer Aggregated Data, except as provided herein, without Agency consent.

4.6 Audit. Flock will provide Agency and Agency Authorized End User with the capability and tools to conduct audit assessments via the Flock Service, including but not limited to network audit trails and the Transparency Portal, to ensure compliance by Agency Authorized End User.

5. PAYMENT OF FEES

5.1 Intentionally left blank.

5.2 **Fees.** For Falcon products during the Term (as defined in Paragraph 2 of the Agreement), Agency will pay Flock fifty percent (50%) of the Initial Term Fees as set forth in **Exhibit B** to the Agreement on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of Installation Services, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. For an Extended Term, as defined in Paragraph 2 of this Agreement, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms (commencing more than four years after the expiration of the Initial Term) by providing sixty (60) days' notice prior to the end of such Initial Term or Extended Term (as applicable) to Agency (which may be sent by email if receipt is acknowledged by Agency).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period

will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. HOTLIST SHARING

6.1 Hotlist Sharing. Subject to the Agency Policy, and in addition to the Flock Services to be provided for the Term pursuant to this Agreement, Flock will provide Agency Authorized End Users with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**Hotlist Sharing**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to a thirty (30) day retention policy for all Footage. Flock may, in its sole discretion, provide access or immediately terminate the Hotlist Sharing. Flock, in its sole discretion, can determine to impose a price per Hotlist Sharing upon agreement by Agency. Should Agency not agree to the proposed fee, Flock may discontinue the Hotlist Sharing. Agency may terminate any Hotlist Sharing or access to future Hotlist Sharing upon thirty (30) days’ notice.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support at the email address shown in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in its sole discretion to determine the best remedy for a Defect after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost,

stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged, or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Fees owed to Flock be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if the Defect was caused by Agency's misuse of Flock Hardware or Service.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the Flock Services in a manner which minimizes errors and interruptions in the Flock Services and shall perform the Installation Services in a professional and workmanlike manner. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing of any scheduled service disruption.

7.4 Disclaimer. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE FLOCK SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.5 Intentionally left blank.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, and supply chain shortages of equipment or supplies.

8. LIMITATION OF LIABILITY; HOTLIST SHARING; INDEMNITY

8.1 **Limitation of Liability.** SUBJECT TO THE INDEMNITY REQUIREMENTS OF THE AGREEMENT BUT NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE PURSUANT TO THE PROCESS DESIGNATED IN SECTION 4.1, ABOVE; (E) FOR PREVENTING, SOLVING, OR ELIMINATING CRIME; OR (F) FOR ANY AMOUNTS

THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

8.2 Hotlist Sharing Limitation of Liability. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY HOTLIST SHARING AS DESCRIBED IN SECTION 6.1 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the Hotlist Sharing described in Section 6.1 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary Hotlist Sharing. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, agents, and subcontractors in connection with the performance of their official duties under this Agreement.

Exhibit B
Fee Schedule

[Insert Hourly Rates and Payment Schedule. Include rates for any authorized subcontractors and specify any authorized reimbursable expenses.]



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 501 Main Street Half Moon Bay, California 94019

Ship To: 501 Main Street Half Moon Bay, California 94019

Billing Company Name: Half Moon Bay
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 24 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$48,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	16	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	14	\$9,100.00
Professional Services - Advanced Implementation Fee	\$1,900.00	2	\$3,800.00
Professional Services - Existing Infrastructure Implementation Fee		0	\$0.00

Subtotal Year 1:	\$60,900.00
Annual Recurring Subtotal:	\$48,000.00
Estimated Tax:	\$0.00
Contract Total:	\$108,900.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$60,900.00
Annual Recurring after Year 1	\$48,000.00
Contract Total	\$108,900.00

*Tax not included

Exhibit C
Evidence of Insurance
(pages attached)

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 1, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Karen Decker, Economic and Community Vitality Manager

TITLE: **JOBTRAIN CONTRACT AMENDMENT**

RECOMMENDATION:

Authorize the City Manager to amend the professional services agreement with JobTrain for employment services at the Opportunity Center by extending the term to September 30, 2025, for a contract amount not to exceed \$350,372.

FISCAL IMPACT:

There is no net fiscal impact to the City. This contract is funded by a grant from the County of San Mateo.

STRATEGIC ELEMENT:

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

BACKGROUND:

As part of its commitment to provide relief to individuals and businesses impacted by COVID and to position the coastside economy for long-term resiliency, the City Council sponsored the Coastside Recovery Initiative. That effort resulted in a public report, *Building a More Equitable, Vibrant and Resilient Coastside Economy*. Substantiated by findings and recommendations from that report, the San Mateo County Board of Supervisors approved a \$2,500,000 funding allocation to support the development of the Opportunity Center of the Coastside (OCC) – a first-of-its-kind service center for job seekers, small businesses, and entrepreneurs.

On February 7, 2023, City Council authorized staff to execute a grant agreement with the County to accept the grant, to develop and operate the OCC, and to retain qualified service providers through a request for proposals process (Resolution No. C-2023-04). On April 20, 2023, the City entered into an agreement with the County for a grant term ending September 30, 2024.

After entering the agreement with the County and securing a space for the OCC, staff onboarded qualified service providers in each of the following areas: rapid employment services and career training (provided by JobTrain), small business development and support services (provided by Renaissance Entrepreneurship Center), and a new business incubator to support startups focused on resiliency tech (provided by American Energy Society).

To date, 42-percent of the \$2,500,000 grant has been expended. The priority for staff has always been to maximize direct services to the community for as long as possible while simultaneously identifying alternate funding streams to ensure long-term sustainability of the OCC.

The City-County contract term was set to expire September 30, 2024 (which implicates all City-service provider contracts responsible for OCC program delivery). At a meeting of the City Council on September 17, 2024, Council authorized staff to amend the grant agreement between the City of Half Moon Bay and the County of San Mateo to a term ending September 30, 2025, and approved contract amendments for Renaissance Entrepreneurship Center, American Energy Society, and the Half Moon Bay Chamber of Commerce to a term ending September 30, 2025, in a total amount not to exceed \$718,750 (Resolution No. C-2024-72). The professional services agreement between the City and JobTrain will expire on September 30, 2024, unless the contract is amended.

DISCUSSION:

An amendment for the professional services agreement with JobTrain was originally included in the staff recommendation from the Council meeting on September 17. The amendment for the JobTrain contract was excluded from Resolution No. C-2024-72 in order to provide additional time to analyze potential conflicts of interest pertaining to the employment of the Regional Director position at JobTrain which is currently held by an elected Half Moon Bay councilmember.

The City Attorney has prepared the attached legal opinion. In summary, under the applicable conflict of interest laws, in particular Government Code section 1090, Mayor Jimenez has a conflict of interest in the JobTrain contract by virtue of his financial interest in his employer. However, the Mayor's interest is subject to the "remote interest" exception, which applies to officers and employees of nonprofit entities. See Govt. Code section 1091(b)(1). Thus, the City may enter into the JobTrain contract so long as the Mayor discloses his interest to the City Council, the interest is noted in the official records, and the Mayor recuses from the vote and abstains entirely from the contracting process.

CONCLUSION:

If approved, staff will amend the professional services agreement with JobTrain with a contract term ending September 30, 2025, and in a contract amount not to exceed \$350,372.

ATTACHMENTS:

1. Resolution
2. Legal Opinion of the City Attorney

RESOLUTION NO. C-2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT
WITH JOBTRAIN FOR EMPLOYMENT SERVICES AT THE OPPORTUNITY CENTER BY EXTENDING
THE TERM TO SEPTEMBER 30, 2025, FOR AN AMOUNT NOT TO EXCEED \$350,372**

WHEREAS, in 2022 City Council sponsored the Coastside Recovery Initiative in an effort to provide short-term relief against the impacts of COVID and long-term economic resiliency which resulted in fifteen recommendations; and

WHEREAS, in alignment with COVID recovery efforts, the County of San Mateo Board entered into a grant agreement with the City to support the development of the Opportunity Center of the Coastside (OCC), a service center for job seekers, small businesses, and entrepreneurs providing \$2,500,000 in funding for a term ending September 30, 2024; and

WHEREAS, on February 7, 2023, City Council authorized staff to execute a grant agreement with the County to accept the grant funds from the County of San Mateo in the amount of \$2,500,000 resulting in the agreement being executed on April 20, 2023, for a grant term ending September 30, 2024; and

WHEREAS, City contracted with service providers for employment services (provided by JobTrain), small business development services (provided by Renaissance Entrepreneurship Center), a new business incubator to support startups focusing on resiliency tech (provided by American Energy Society), and management of the facility and day-to-day operations of the OCC (provided by the Half Moon Bay Chamber of Commerce); and

WHEREAS, on September 17, 2024, to ensure continued service delivery, City Council authorized staff to amend the grant agreement between the City of Half Moon Bay and the County of San Mateo to a term ending September 30, 2025, and approved contract amendments for Renaissance Entrepreneurship Center, American Energy Society, and the Half Moon Bay Chamber of Commerce to a term ending September 30, 2025, in an amount not to exceed \$718,750 (Resolution No. C-2024-72); and

WHEREAS, the contract amendment for JobTrain was postponed to the following City Council meeting on October 1, 2024, to allow sufficient time for the City Attorney to issue a legal opinion in response to a potential conflict of interest pertaining to personnel and to which the concern was deemed addressed.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to amend the professional services agreement with JobTrain for employment services at the Opportunity Center by extending the term to September 30, 2025, for an amount not to exceed \$350,372.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of October 2024, 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

Harvey Rarback, Vice Mayor

MEMORANDUM

PUBLIC DOCUMENT FOR 10/1/24 COUNCIL PACKET

TO: Half Moon Bay City Council
Matthew Chidester, City Manager

FROM: Catherine C. Engberg, City Attorney
Nardos Girma, Deputy City Attorney

DATE: September 24, 2024

RE: Potential Conflict of Interest re City of Half Moon Bay's Professional Services Contract with JobTrain

I. Question Presented

On October 1, 2024 the Half Moon Bay City Council will consider an amendment to a professional services contract with JobTrain, a 501(c)(3) nonprofit educational and training institution. Half Moon Bay Mayor Joaquin Jimenez is currently employed by JobTrain as the Regional Director of Half Moon Bay.

This memo considers whether Mayor Jimenez has a disqualifying conflict of interest in the contract under Government Code Section 1090 and whether the City of Half Moon Bay may enter into a renewed agreement with JobTrain.

II. Short Answer

Under Section 1090 Mayor Jimenez does have a conflict of interest in the contract by virtue of his financial interest in his employer. However, the Mayor's interest is likely subject to a "remote interest" exception in Section 1091(b) and the City may still enter into the agreement if the Mayor discloses his interest to the City Council, the interest is noted in the official records, and the Mayor recuses from the vote and abstains entirely from the contracting process.

III. Background

A. The City's Professional Services Agreement with JobTrain

In 2021, the City of Half Moon Bay partnered with the Half Moon Bay Coastside Chamber of Commerce and County of San Mateo to develop the Coastside Recovery Initiative (CRI). As a result of, and based on recommendations from this initiative, the San Mateo County Board of Supervisors allocated federal American Rescue Plan Act (ARPA) funds to the City of Half Moon Bay for the development of an economic advancement center. This center, the Opportunity Center of Coastside (OCC), is a program and service center located in Downtown Half Moon Bay. OCC was collaboratively developed by four non-profits, including JobTrain, a 501(c)(3) nonprofit educational and training institution accredited by the Western Association of Schools and Colleges.

On November 7, 2023, the Half Moon Bay City Council adopted a resolution authorizing the City Manager to execute a professional services agreement with JobTrain, up to \$337,000. Under the Agreement, JobTrain would provide Job Seeker workforce development program services via the OCC. That agreement will expire on September 30, 2024 and the City now seeks to amend the term of the existing agreement to continue through September 30, 2025. No City General Fund dollars will be allocated to the OCC under this agreement and the City's contributions consist solely of grant funds received from San Mateo County.

On September 17, 2024 the City Council received an update on the OCC and considered a resolution authorizing the City Manager to extend the City's agreement with the OCC. Mayor Jimenez was not present at the meeting and the City Council did not vote on the Job Train agreement. The Council authorized the extensions with the other three service providers.

The City Council is now scheduled to vote on the resolution to extend the Job Train contract on October 1, 2024.

B. City Attorney's Request for FPPC Guidance

On August 26, 2024, the City Attorney sought guidance from the Fair Political Practices Commission (FPPC) to clarify Mayor Jimenez's potential conflict of interest and confirm whether Section 1090 barred the City from entering into the renewed contract with JobTrain. The City Attorney's letter requesting guidance is attached as Exhibit A. The FPPC declined to provide written advice, explaining that the City's request would have required it to analyze past conduct, something it is prohibited from

doing. The letter from the FPPC, dated September 17, is attached as Exhibit B. As a result, the City Attorney's Office conducted its own analysis.

IV. Analysis

A. Government Code Section 1090

Government Code Section 1090 prohibits a government officer or employee from entering into or participating in making contracts in which they have a financial interest. "Financial interest," though not defined in the statute, has generally been broadly interpreted to include both direct and indirect interests in a contract, and both monetary benefit and the possibility of monetary benefit. Employees are generally considered to have a financial interest in a contract that affects their employer, due to their overall interest in the financial success of the employer and their continued employment. This interest exists even when the contract does not directly involve them or affect their salary. (Advice Letter to Atencio, No. A-24-033 (2024).) If the government officer with a disqualifying interest is a member of the legislative body making the contract, the agency is precluded from entering into the contract unless one of two exceptions apply: the remote interest exception or the non-interest exception.

Under the remote interest exception, the legislative body can enter into the contract if (1) the member's financial interest is disclosed to the legislative body; (2) the interest is noted in the body's official records; and (3) the member recuses from voting on the contract. (Gov. Code § 1091 (a).) Section 1091(b) outlines a long list of possible "remote interests," one of which provides an exception for an officer or employee of a nonprofit entity. (Gov. Code § 1091 (b)(1).) Accordingly, an officer or employee of a 501 (c)(3) has a remote interest in their employment and the legislative body may enter into the contract provided the member recuses according to the requirements of Section 1091 (a).¹

B. Mayor Jimenez's Financial Interest

Mayor Jimenez is a government official subject to Section 1090. He is also currently employed by JobTrain as the Regional Director of Half Moon Bay. He was Vice-Mayor and participated in approval of the original contract in 2023, but was not an employee of JobTrain at that time.

Mayor Jimenez is financially interested in the City's service provider agreement with his employer, JobTrain, and therefore has a conflict of interest under Section 1090.

¹ See Advice Letter to Matthews, No. A-23-002 (2023); Advice Letter to Nerland, No. A-19-014 (2019).

However, pursuant to Section 1091(b), his interest would be considered a “remote interest” under the exception for employees of a nonprofit entity.

Although the FPPC declined to offer advice here, past FPPC advice letters to other public officials are instructive. For example, the FPPC advised a councilmember for the City of Arcata that Section 1090 did not prohibit the council from entering into future contracts with the Arcata Chamber of Commerce, a nonprofit organization, even if the councilmember became the Chamber’s Executive Director, as long as the councilmember abstained from making those contracts. (Advice Letter to Matthews, No. A-23-002 (2023).) In another letter, the FPPC similarly advised that a councilmember’s interest in their nonprofit employer was a remote interest, even when it was likely that the contracts at issue would, by funding the organization’s overhead costs, ultimately affect the councilmember’s income. (Advice Letter to Ziegler, A-19-046 (2019).)²

Similar to these cases, Mayor Jimenez’s financial interest in JobTrain creates a conflict of interest, but one subject to the “remote interest” exception. Therefore, the City may enter into the contract with JobTrain provided the Mayor recuses from the decision, including leaving the room during consideration of the contract, pursuant to the Political Reform Act’s recusal requirements. (Advice Letter to Matthews, No. A-23-002 (2023).)

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² Our office considered the fact that the JobTrain contract, if approved, would pay for some or all of the Mayor’s salary, not “merely” overhead costs as in the Ziegler Advice Letter. We concluded that this distinction would not make a difference in the outcome. The FPPC rules do not make such a distinction, and past FPPC advice letters have noted that salary and overhead expenses are fungible. (Advice Letter to Ziegler, A-19-046 (2019).)

EXHIBIT A

August 26, 2024

Via Electronic Mail Only

Fair Political Practices Commission
Legal Division
1102 Q Street, Suite 3050
Sacramento, CA 95811
E-Mail: Advice@fppc.ca.gov

Re: Request for Formal Advice Letter for Half Moon Bay Mayor
Joaquin Jimenez Regarding City of Half Moon Bay's Professional
Services Agreement with JobTrain.

Dear Sir or Madam:

Our firm provides contract City Attorney services to the City of Half Moon Bay and I serve as City Attorney for the City. I am authorized to request advice of the Fair Political Practices Commission ("FPPC") staff regarding a potential conflict of interest under Government Code Section 1090.

I. Background Facts

The City of Half Moon Bay is a city with a population of approximately 12,000 located in coastal San Mateo County.

Like many communities, the City suffered economic challenges during and as a result of the COVID-19 pandemic. To provide relief to individuals and business impacted by COVID and facilitate long-term economic resiliency, the City partnered with the Half Moon Bay Coastside Chamber of Commerce and County of San Mateo to develop the Coastside Recovery Initiative (CRI). As a result of, and based on recommendations from this initiative, the San Mateo County Board of Supervisors allocated federal American Rescue Plan Act (ARPA) funds to the City of Half Moon Bay for the development of an economic advancement center.

The Opportunity Center of Coastside (OCC) is a program and service center located in Downtown Half Moon Bay. OCC was collaboratively developed by four non-profits, including JobTrain, a 501(c)(3) nonprofit educational and training institution accredited by the Western Association of Schools and Colleges.

On November 7, 2023, the Half Moon Bay City Council adopted a resolution authorizing the City Manager to execute a professional services agreement with JobTrain, up to \$337,000. Under the agreement, JobTrain would provide Job Seeker workforce development program services via the OCC. That agreement will expire on September 30, 2024 and the City now seeks to amend the term of the existing agreement to continue through September 30, 2025. The City plans to place this item on its September 17, 2024 regular City Council meeting agenda.

Half Moon Bay Mayor Joaquin Jimenez is currently employed by JobTrain as the Regional Director of Half Moon Bay. He was Vice-Mayor and participated in approval of the original contract in 2023, but was not an employee of JobTrain at that time.

II. Analysis

Government Code Section 1090 prohibits a government officer or employee from entering into or participating in making contracts in which they have a financial interest. “Financial interest,” though not defined in the statute, has generally been broadly interpreted to include both direct and indirect interests in a contract, and both monetary benefit and the possibility of monetary benefit. If the government officer with a disqualifying interest is a member of the legislative body making the contract, the agency is precluded from entering the contract unless one of two exceptions apply: the remote interest exception or the non-interest exception.

Under the remote interest exception, the legislative body can enter into the contract if (1) the member’s financial interest is disclosed to the legislative body; (2) the interest is noted in the body’s official records; and (3) the member abstains from voting on the contract. (Gov. Code § 1091 (a).)

A. Mayor’s Financial Interest

Mayor Jimenez is a government official subject to Section 1090. He is an employee of JobTrain. For the purposes of the analysis, please assume that the proposed contract with JobTrain would pay some or all of Mayor Jimenez’s salary.

Section 1091 provides a “remote interest” exception for an officer or employee of a nonprofit entity. (Gov. Code § 1091 (b)(1).) Accordingly, an officer or employee of a

501 (c)(3) has a remote interest in their employment and the legislative body may enter into the contract provided the member abstains according to the requirements of Section 1091 (a).¹

The City seeks guidance whether the City of Half Moon Bay may enter into a renewed agreement with JobTrain.

III. Conclusion

I sincerely appreciate your assistance with regard to this inquiry. If you require additional information in order to respond to this request, please feel free to contact me at engberg@smwlaw.com.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Catherine C. Engberg

¹ See Advice Letter to Matthews, No. A-23-002 (2023); Advice Letter to Nerland, No. A-19-014 (2019).

EXHIBIT B



STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3050 • Sacramento, CA 95811
(916) 322-5660 • Fax (916) 322-0886

September 17, 2024

Catherine C. Engberg
City of Half Moon Bay
396 Hayes St.
San Francisco, CA 94102

Re: Your Request for Advice
Our File No. W-24-099

Dear Ms. Engberg:

This letter is in response to your request for advice regarding Government Code Section 1090, et seq.¹

For requests under Section 1090, the Commission is explicitly required by law to decline to issue an opinion or advice relating to past conduct. (Section 1097.1(c)(2).) Your request would require analysis of decisions that have already occurred. After careful review of the facts provided, we must decline to provide written advice to you at this time. Accordingly, your request for advice has been withdrawn.

If you have other questions on this matter, please contact me at (916) 322-5660.

Sincerely,

Dave Bainbridge
General Counsel

/s/ John M. Feser Jr.

By: John M. Feser Jr.
Senior Counsel, Legal Division

JF:aja

¹ All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18104 through 18998 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 1, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Todd Seeley, Public Works Superintendent

TITLE: **MAIN STREET BRIDGE MAINTENANCE OPTIONS**

RECOMMENDATION:

- 1) Receive direction from City Council on the creation of a maintenance program to begin addressing Main Street Bridge maintenance and accessibility needs; and
- 2) Adopt a resolution amending the FY 2024-25 to FY 2028-29 (CIP) by adding a new project entitled Main Street Bridge Maintenance Project as a “funded” programmed project for FY 2024-25, and amending the FY 2024-25 Capital Budget by allocating up to \$200,000 from the General Fund to allow work to begin on this project immediately.

FISCAL IMPACT:

Staff is requesting authorization to utilize up to \$200,000 (depending on Council direction) from the General Fund to create a new capital project designated as Main Street Bridge Maintenance Project.

STRATEGIC ELEMENT:

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

BACKGROUND:

The Main Street Bridge was constructed in 1900 and serves as the primary access point to downtown Half Moon Bay from State Route 92. The Bridge is a critical element of the City’s downtown and environmental setting. It is a historic structure and has an important relationship with the riparian habitat resources of Pilarcitos Creek below. The bridge structure is a concrete arch that is supported on concrete abutments and timber piles. A spandrel wall projects out from the arch soffit and supports earthen fill used to create the roadbed. Wingwalls extend back from the abutments to support the roadway approaches.

The pedestrian walkways on either side of the bridge were added after the original construction. They are composed of pressure treated wood decking and railings, supported on steel supports which are anchored into the original bridge spandrel walls.

In 2014, Main Street Bridge (also known as the Pilarcitos Creek Bridge) was listed on the National Register of Historic Places. Also, in 2014, Half Moon Bay voters passed Measure F, the “Main Street Bridge Preservation Act,” which requires the Bridge’s “historical, visual, and physical integrity (including appearance and character)” to be “preserved intact” and prohibits the City from demolishing or physically expanding the Bridge without a prior vote of the people.

There have been multiple past efforts by the City to repair the existing bridge and address non-compliance issues. In 2015, the City hired Brookie Architecture and Planning to prepare an Accessibility Assessment to identify deficiencies in the existing walkways. In March of 2022, the latest project known as the Main Street Bridge Rehabilitation Project, was suspended and ultimately terminated during design due to critical feedback from the community on the scope and scale of the project. Since then, Public Works has been performing maintenance on the bridge as necessary, but the walkway on the east side of the bridge has shown signs of wear and requires more significant repairs to bring it into compliance with accessibility standards.

DISCUSSION:

Public Works has identified four (4) significant areas that need maintenance, specifically:

- 1) The walkway on the east side of the bridge is uneven and shows increasing signs of wear. Gaps between individual decking boards have widened over time and exceed code limits.
- 2) The railings on the bridge do not meet code requirements for guard rail height and contain gaps that are too large. They also need additional reinforcement.
- 3) The stucco on the bridge had begun chipping and needs a new coat to match what is existing. The bridge would also need to be repainted after this work is completed.
- 4) The walkway on the west side has begun to show signs of wear and should be replaced with the next few years.

The proposed scope of work is intended to maintain and preserve the Main Street Bridge, and is thus consistent with Measure F. Public Works is recommending a phased approach, starting with item #1 and working through the list as time and funds allow. Work would be accomplished using a mix of in-house staff and contractor support for the more specialized tasks.

The most pressing issue is to address the walkway on the east side of the bridge. Staff estimates that the last time this walkway was replaced was over 25 years ago. There are various options for materials, all at different price points, including a temporary repair that would address accessibility concerns but also be unsightly and the least desirable approach. For all the options outlined below the overall aesthetics would remain largely unchanged:

- 1) Replace existing lumber with new redwood. Materials would cost around \$40,000 and maintenance staff would be able to complete this work 8 to 10 weeks after the project has been funded. Staff estimates that this option would provide up to 20 years of useful life.
- 2) Replace existing lumber with new pressure treated lumber. Materials would cost between \$35,000 and \$40,000 and maintenance staff would be able to complete this work 8 to 10 weeks after the project has been funded. Staff estimates that this option would provide up to 20 years of useful life.
- 3) Replace existing lumber with new Brazilian Hardwood (Ipe). By far the most expensive option, but extremely durable. Materials would cost around \$100,000 and the maintenance staff should be able to complete this work 15 to 20 weeks after the project has been funded. Staff estimates that this option would provide up to 30 years of useful life.
- 4) Replace existing lumber with new composite material. Materials would cost between \$75,000 and \$90,000 but may need outside contract support. Due to fabrication lead times, staff estimates that it would take anywhere from 25 to 30 weeks after the project has been funded. Staff estimates that this option would provide up to 25 years of useful life.
- 5) Cover the existing material with painted plywood decking. This would be considered a temporary repair. Material costs would be between \$5,000 and \$10,000 and the maintenance staff would be able to complete the work within 4 weeks. Staff estimates that this option would provide 1-2 years of useful life before the work would need to be done again.

The railing on the bridge would be the next focus in the phased approach, but this work could likely be done at the same time as the walkway replacement on the east side. Staff estimates that this would cost between \$5,000 and \$10,000 in materials with the maintenance staff completing this work.

The stucco and paint on the bridge is exhibiting some deterioration. While this does not affect the structural integrity of the bridge, it is not aesthetically pleasing and does need to be repaired. Based on anecdotal evidence, the last time this work was done was over 20 years ago, so there is considerable longevity to this work. Staff estimates that this work would cost \$50,000 to complete which includes necessary traffic control and would be done by a licensed contractor. Public Works Maintenance staff would be responsible for painting the bridge when the repairs are completed, which would require another \$5,000 in materials.

The west side walkway would be the final phase of this project. The last time this walkway was replaced was approximately 20 years ago. Public Works would use the same materials used on the east side of the bridge, and the distance of that walkway is slightly more than half the east side. Depending on timing, this work would be roughly 60%-70% of the cost of doing the east side in a similar manner.

ATTACHMENT:
Resolution

RESOLUTION NO. C-2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY APPROVING AN AMENDMENT TO THE FY 2024-25 CAPITAL IMPROVEMENT PLAN AND CAPITAL BUDGET TO FUND MAINTENANCE WORK ON THE WALKWAYS OF THE MAINSTREET BRIDGE TO ENSURE SAFETY AND ACCESSIBILITY

WHEREAS, the Main Street Bridge was constructed in 1900 and serves as the primary access point to downtown Half Moon Bay from State Route 92; and

WHEREAS, the bridge is a critical element of the City’s downtown and environmental setting; and

WHEREAS, the pedestrian walkways on either side of the bridge were added after the original construction. They are composed of pressure treated wood decking and railings, supported on steel supports which are anchored into the original bridge spandrel walls; and

WHEREAS, Public Works has identified four (4) significant areas that need maintenance (Project), all of which are consistent with the Main Street Bridge Preservation Act (Measure F); and

WHEREAS, the most pressing issue is to address the walkway on the east side of the bridge. Staff estimates that the last time this walkway was replaced was over 25 years ago; and

WHEREAS, a new allocation of \$200,000 from the General Fund is necessary so that work can begin on the Project.

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

- 1) Amends the FY 2024-25 to FY 2028-2029 Capital Improvement Program (CIP) by adding a new project entitled Main Street Bridge Maintenance Project as a “funded” programmed project for FY 2024-25; and
- 2) Amends the FY 2024-25 Capital Budget by allocating \$200,000 from the General Fund for the Main Street Bridge Maintenance Project.

I, the undersigned, hereby certify that the forgoing Resolution was duly passed and adopted on the 1st day of October 2024, 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

Joaquin Jimenez, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 1, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director / City Clerk
Maggie Rodriguez, Assistant City Clerk

TITLE: **COMMISSIONS / COMMITTEES APPOINTMENT PROCESS**

RECOMMENDATION:

Discuss options for a formal process for the appointment of representatives to City Boards, Commissions, and Committees, and direct staff to return with a resolution ratifying such process at the October 15, 2024, City Council meeting.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

STRATEGIC ELEMENT:

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

BACKGROUND:

Traditionally, the process for appointing members to the City's various boards, commissions, and committees has been somewhat informal. There is a Willing to Serve Form that interested candidates have used to submit their interest to be considered for vacant seats, with each Councilmember appointing a representative for each body. Individual Councilmembers would each institute their own process for selecting and recommending their appointments for the full Council's approval. Based on feedback from previous candidates and residents, the City is looking to institute a more formal process.

DISCUSSION:

City staff have developed three options for a more formal process based on best practices and in consultation with other cities in the state. Staff is looking for Council direction as to which option is preferred, then staff will return at the next meeting with a resolution formalizing that process. The new process would go into effect starting January 2025.

Option 1: Formalized Status Quo

- Each Councilmember would review applications for their vacant seat

- Only applications submitted by the posted deadline may be considered
- Each Councilmember would interview their top three candidates
- Preference should be given to district residents, when possible
- Each Councilmember's top candidate would be interviewed by the Council at the meeting seeking appointment of that candidate (staff will develop form questions for each body that would apply to each candidate moving forward)

Option 2: Subcommittee Recommendations

- An Appointments Subcommittee, consisting of the Mayor and Vice Mayor (in any given year) would be created
- The Subcommittee would review and interview all candidates, then make recommendations to the full Council for the appointees
- The Subcommittee would try to choose appointees in a geographically thoughtful manner (preference to districts)
- The recommended candidates would be interviewed by the Council at the meeting seeking appointment of those candidates (staff will develop form questions for each body that would apply to each candidate moving forward)

Option 3: By-District Appointments

- Applications would only be accepted from candidates within the appointing Councilmember's district
- Each Councilmember would review applications for their vacant seat
- Only applications submitted by the posted deadline may be considered
- Each Councilmember would interview their top three candidates
- Each Councilmember's top candidate would be interviewed by the Council at the meeting seeking appointment of that candidate (staff will develop form questions for each body that would apply to each candidate moving forward)

In addition to formalizing the appointment process, based on consultation with other agencies, the City is also considering an anti-nepotism policy and term limits for appointees.

Anti-Nepotism Policy:

Members of City Commissions, Boards, and Committees, no individual shall be eligible to serve on a City board or commission, chartered or otherwise, who has a spouse, household member living under the same roof, or designated relative (parent, step-parent, grandparent, child, sister, brother, niece, nephew, uncle, or aunt of the individual or of the individual's spouse or domestic partner), currently serving as a member of the City Council, or employed as the City Manager, Assistant City Manager, Deputy City Manager, Assistant to the City Manager, City Attorney, Department Director or Assistant Director, the staff person(s) assigned to the body or the equivalent for the City of Half Moon Bay.

Term Limits:

Members of City Commissions, Boards, and Committees serve at the pleasure of the City Council. The term of office of the members of any body shall run with their appointing Councilmember's term, or if appointed at-large, for four years. No member of any body shall serve more than two consecutive terms except that they may serve more than two consecutive terms if he or she has been appointed to the body to fill an unexpired term of less than two years.

CONCLUSION:

As stated, once staff receives direction from the Council as to which option is preferred, a resolution will be placed on the Consent Calendar of the October 15, 2024, meeting for adoption of the policy.