



## Board of Harbor Commissioners

Sabrina Brennan, President  
Edmundo Larenas, Vice President  
Nancy Reyring, Secretary  
Tom Mattusch, Treasurer  
Virginia Chang Kiraly, Commissioner

John Moren, Interim General Manager  
William Parkin, District Counsel

### San Mateo County Harbor District Board of Harbor Commissioners

“To assure the public is provided with clean, safe, well-managed, financially sound and environmentally pleasant marinas.”

## REGULAR MEETING AGENDA

**September 18, 2019**

**6:30 PM**

San Mateo County Harbor District  
Conference Room  
504 Avenue Alhambra, Ste. 200  
El Granada, CA 94018

All Harbor District Commission regular meetings are recorded and posted at [www.PacificCoast.tv](http://www.PacificCoast.tv) within 48 hours of the meeting. Pacifica residents can tune into Comcast Channel 26 and residents from Montara through Pescadero can tune into Comcast Channel 27. Copies of the meetings can also be purchased from PCT and mailed for \$18.

Persons requiring special accommodation with respect to disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400, 48 hours in advance.

### **A) Roll Call**

### **B) 1. Public Comments/Questions**

The Public may directly address the Board of Harbor Commissioners for a limit of three (3) minutes, unless a request is granted for more time, on any item of public interest within the subject matter jurisdiction of the San Mateo County Harbor District, that is not on the Regular Agenda. If a member of the public wishes to address the Board on an agenda item, it is requested that a speaker card be completed and given to the Deputy Secretary. The Chair will call your name at the appropriate time. Agenda material may be reviewed at the administration offices of the District, 504 Avenue Alhambra, Ste. 200, El Granada, CA 94018 or online at [www.smharbor.com](http://www.smharbor.com).

### **2. Commissioner Comments**

Commissioners may make public statements limited to five (5) minutes.

### 3. Committee Updates

#### Standing Committees

- Climate Change Resilience – September 12 (meeting cancelled)
- Finance – No recent meeting
- Governance and Policy – [August 21](#), [September 12](#)
- Oyster Point Liaison – No recent meeting
- Social Media/Public Outreach – [August 19](#)
- Tsunami Preparedness – No recent meeting
- Wildlife Protection – No recent meeting

#### Ad Hoc Committees

- Management Search – September 4, 9&10
- Strategic Plan -No recent meeting
- Office Design – Nothing scheduled

### C) Consent

All items on Consent are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to Discussion. Any item on Discussion may be transferred to Consent.

#### **ITEMS PULLED FROM CONSENT WILL BE HEARD AFTER DISCUSSION ITEMS.**

1. [Bills and Claims \(van Hoff\)](#)  
Recommendation: Review Pre-Approved Bills and Claims in the amount of \$313,544.13. Pre-Approve \$500,000 in Bills and Claims until next meeting.
2. [Minutes – Special Meeting August 21, 2019 \(Gehret\)](#)  
Recommendation: Approve Minutes of the Special Meeting of August 21, 2019.
3. [Minutes – Regular Meeting August 21, 2019 \(Gehret\)](#)  
Recommendation: Approve Minutes of the Regular Meeting of August 21, 2019.
4. [Quarterly Financials \(Q4\) \(van Hoff\)](#)  
Information only.
5. [Quarterly Rent Report \(Q4\) \(van Hoff\)](#)  
Information only.

6. **Special District Risk Management Authority Amendment to Health Benefit Program Memorandum of Understanding; Adopt Resolution 19-11 (van Hoff)**

Recommendation: Adopt Resolution No.19-11 approving the form of and authorizing the execution of a Memorandum of Understanding (MOU) and authorizing continued participation in the Special District Risk Management Authority's (SDRMA) Health Benefit Program.

7. **Monthly Capital Projects Update (Moren)**

Receive and file.

## **D) Discussion**

8. **Draft 2019 Strategic Plan and Mission Statement (van Hoff)**

Evaluate current mission statement and consider changes; Review and comment on Draft 2019 Strategic Plan; Consider adoption or discuss next steps.

9. **Approve Addition of One Deputy Harbormaster Position (van Hoff)**

Recommendation: Approve addition of one Deputy Harbormaster (DHM) position.

10. **'San Mateo County Harbor District Code of Ethics and Values; Approve Policy 1.1.1 (van Hoff)**

Recommendation: Approve Policy 1.1.1 'San Mateo County Harbor District Code of Ethics and Values.'

11. **Review Master Plan RFP Response Consideration (Moren)**

Recommendation: Authorize the Interim General Manager, pursuant to a Request for Proposals (RFP) response evaluation from qualified firms and individuals to assist the San Mateo County Harbor District (District) with a Master Plan Development, to enter into a Professional Services Agreement with Moffatt and Nichol for an amount not to exceed \$342,600.00 to create a District Master Plan in accordance with the scope outlined in the Request for Proposal.

12. **Grant Identification and Writing Consulting Services (Moren)**

Recommendation: Authorize the Interim General Manager to execute a Professional Services Agreement (PSA) for Grant Identification and Writing Consulting Services with California Consulting Inc. on an hourly basis consistent with attached proposal for an amount not to exceed \$50,000.

13. **Legislative Advocacy Services Update; New Proposal for Contract Extension with Lighthouse Public Affairs (Moren)**  
Recommendation: Authorize the Interim General Manager to extend the current Professional Services Agreement (PSA) for Legislative Advocacy Services with Lighthouse Public Affairs LLC for an additional six months with a fixed retainer fee of \$5,000 per month.
14. **Discussion of Scheduling of Projects Related to the Capital Improvement Program (Chang Kiraly)**
15. **Policy for Board Meeting Agenda; Recommend Adoption (Governance & Policy Committee)**  
Recommendation: Review information from District Counsel and staff regarding current policies in other governmental entities. Adopt Policy 3.3 'Board Meeting Agenda'.

## **E) Discussion/Action on Pulled Consent Items (if any)**

## **F) Future Agenda Items**

## **G) August Activity Reports: Interim General Manager/Operations, Administration** Information only.

## **H) Adjourn**

The next regular meeting will be held on October 16, 2019 at the San Mateo County Harbor District Office, 504 Avenue Alhambra, Ste. 200, El Granada, CA 94018 at 6:30 PM.

Agenda posted as required by:  
September 13, 2019 at 5:00 PM

*Lori Milward for*

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Debbie Gehret  
Deputy Secretary



# San Mateo County Harbor District

"To assure the public is provided with clean, safe, well-managed, financially sound and environmentally pleasant marinas."

## Governance & Policy Standing Committee

### AGENDA

Commissioners Brennan and Larenas  
Public Member Frank "Bud" Ratts

**August 21, 2019**  
**2:00 PM – 4:00 PM**

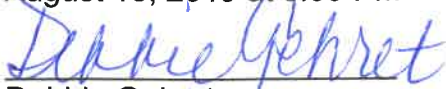
San Mateo County Harbor District  
504 Avenue Alhambra, Ste. 200, Conference Room  
El Granada, CA 94018

Persons requiring special accommodation with respect to disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400, 24 hours in advance.

### Agenda

Item	Description	Desired Outcome
1	Introductions and review of agenda	Welcome public, introductions and review of agenda
2	Anti-Harassment, Non-Discrimination, Anti-Retaliation Policy	Receive report from Labor & Employment Counsel
3	Harbor Commission meeting protocol	Review of Robert's Rules and Rosenberg Rules of Order/ Committee Meeting Policy/ Committee as a whole
4	District Counsel Relationship with Harbor Commission Board	Review draft Policy
5	Capital Project Policy	Discuss sea level rise considerations
7	Discuss agenda items for next meeting	Solicit ideas from the public for the next meeting agenda items
8	Adjourn Meeting -	Thank all for attending and encourage additional public participation

Agenda posted as required:  
August 16, 2019 at 5:00 PM

  
Debbie Gehret  
Deputy Secretary



# San Mateo County Harbor District

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## **GOVERNANCE AND POLICY COMMITTEE**

Commissioners Brennan and Larenas  
Public Member Frank “Bud” Ratts

**September 12, 2019**  
**4:00 PM – 6:00 PM**

San Mateo County Harbor District  
504 Avenue Alhambra, Ste. 200, Conference Room  
El Granada, CA 94018

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**Scope and Duties:** Yet to be Determined

## **Agenda**

<b>Item</b>	<b>Description</b>	<b>Desired Outcome</b>
1	Introductions and review of agenda	Welcome public, introductions and review of agenda
2	Anti-Harassment, Non-Discrimination, Anti-Retaliation Policy	Receive report from Labor & Employment Counsel- to be provided
3	Rules for the Preparation and Distribution of Meeting Agendas	Review matrix from District Counsel/staff- to be provided
4	Special Event Permitting Process	Review current <a href="#">Policy</a> (4A) <a href="#">Application</a> Process (4B) <a href="#">Event Fee Schedule</a> (4C), <a href="#">Event Definitions</a> (4D)
5	<a href="#">Sports Equity Resolution</a>	Review draft and recommend approval
6	<a href="#">California State Bill List</a>	Review relevant list of Bills that are under consideration
7	Robert’s rules versus Rosenberg’s Rules	Review matrix- to be provided

8	Review list of policies and discuss timeline	Prioritize creation of new policies and review and update to existing policies
9	Adjourn Meeting	Thank all for attending and encourage additional public participation

Agenda posted as required:  
September 9, 2019 at 4:00 PM

*Lori Milward* for

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Debbie Gehret  
Deputy Secretary



## San Mateo County Harbor District

"To assure the public is provided with clean, safe, well-managed, financially sound and environmentally pleasant marinas."

### Social Media/Public Outreach

### AGENDA

(Commissioners Reyering and Brennan)

**August 19, 2019**  
**4:00 PM – 6:00 PM**

San Mateo County Harbor District  
504 Avenue Alhambra, Ste. 200, Conference Room  
El Granada, CA 94018

Persons requiring special accommodation with respect to disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400, 24 hours in advance.

**Scope and Duties:** Yet to be Determined

### Agenda

Item	Description	Desired Outcome
1	BWRAG	Allocation of discounted registration fees to needy persons.
2	Update from Phondini Partners	Update on proposal for outreach for BWRAG Safety Summit and social media

Agenda posted as required:  
August 16, 2019 4:00 PM

  
Debbie Gehret  
Deputy Secretary





## Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** Kin Yip Chan, Accounting Technician

**DATE:** September 18, 2019

**SUBJECT:** Review Bills and Claims in the Amount of \$313,544.13

Total Disbursements being submitted for your review: **\$313,544.13**

<b>Dept. Code</b>	<b>Description</b>	<b>Amount</b>
103	Administration & Commissioners	\$ 49,468.77
201	Pillar Point Harbor	\$ 123,059.88
301	Oyster Point Marina	\$ 34,878.69
	Employee Deductions	\$ 18,795.56
	Payroll / Benefits	\$ 87,341.23
<b>Total Bills &amp; Claims for Review:</b>		<b>\$ 313,544.13</b>

**Pre-Approved Payroll Notes:**

Payroll Paydate 8/9/19	\$ 127,897.84
Payroll Paydate 8/23/19	\$ 125,608.58
<b>Total Payroll for Period:</b>	<b>\$ 253,506.42</b>

Background: The Board Pre-Approved Bills and Claims up to \$500,000 for this month and all payroll related claims. Actual Bills and Claims paid for the period are \$313,544.13.

**Recommended Motion:**

- 1) Accept Bills and Claims in the amount of \$313,544.13.
- 2) Pre-Approve \$500,000 in Bills and Claims until next meeting date.

**Attachments:**

[Bills and Claims/Cal Card Top 5](#)  
[Legal Fees](#)

BILLS AND CLAIMS FOR 9/18/19 BOARD MEETING			PAYROLL EMPLOYEES	PAYROLL BENEFITS	ADMIN & COMM	PILLAR POINT	OYSTER POINT	TOTAL ALL
VENDOR	DESCRIPTION	AMOUNT	DEDUCTION	RELATED	103	201	301	DEPTS
<b>SUB-TOTAL OF PAYMENTS TO BE PROCESSED 9/18/2019</b>		-	-	-	-	-	-	-
8X8, INC	TELEPHONE/COMMUNICATIONS	1,014.04			647.53		366.51	1,014.04
ADP, LLC	PAYROLL PROCESSING	1,399.45			355.84	602.09	441.52	1,399.45
AIRGAS USA, LLC	OPERATING SUPPLIES	277.25				277.25		277.25
AMAZON CAPITAL SERVICES, INC	REPAIRS & MAINTENANCE	280.60				280.60		280.60
AMERICAN DEBRIS BOX SERVICE, INC	CONTRACTUAL SERVICES	2,440.84				2,440.84		2,440.84
AMERICAN RIVER COLLEGE	REPAIRS & MAINTENANCE	132.00				132.00		132.00
ARAMARK UNIFORM SERVICES LLC	UNIFORM SERVICES	1,240.88					1,240.88	1,240.88
ASSOCIATION OF BAY AREA GOVERNMENTS	MEMBERSHIPS & SUBSCRIPTIONS	500.00			500.00			500.00
AT&T	TELEPHONE/COMMUNICATIONS	264.18				264.18		264.18
CALIFORNIA CONSULTING INC	GRANT WRITING SERVICES	14,139.49				14,139.49		14,139.49
CALIFORNIA DEPT. OF TAX & FEE ADMINISTRATION	UNDERGROUND STORAGE TANK FEE	362.51					362.51	362.51
CALIFORNIA WATER SERVICE CO	UTILITIES	3,897.92					3,897.92	3,897.92
CALPERS	PAYROLL DEDUCTION PAYABLE	35,146.51		35,146.51				35,146.51
CALPERS SUPPLEMENTAL INCOME 457 PLAN	PAYROLL DEDUCTION PAYABLE	17,986.19	17,986.19					17,986.19
CITY OF FOSTER CITY	RECRUITING EXPENSES	500.00			500.00			500.00
CITY OF HALF MOON BAY	PERMITS/LICENSE FEES	6.00			6.00			6.00
CLARK PEST CONTROL	CONTRACTUAL SERVICES	82.00					82.00	82.00
COASTSIDE COUNTY WATER DISTRICT	UTILITIES	10,717.11				10,717.11		10,717.11
COASTSIDE.NET	WIFI EXPENSES	359.10				359.10		359.10
COLEMAN SECURITY INDUSTRIES, INC	CONTRACTUAL SERVICES	2,899.68					2,899.68	2,899.68
COMCAST	INTERNET EXPENSES	640.52			193.42	83.42	363.68	640.52
COMPACTOR MANAGEMENT COMPANY	REPAIRS & MAINTENANCE	257.97					257.97	257.97
CONEXWEST	STORAGE CONTAINER	4,669.13				4,669.13		4,669.13
CPS HR CONSULTING	CONTRACTUAL SERVICES	9,112.56				9,112.56		9,112.56
DIGITAL DEPLOYMENT, INC/ STREAMLINE	CONTRACTUAL SERVICES-IT	200.00			200.00			200.00
DRIFTWOOD LUMBER & HARDWARE	REPAIRS & MAINTENANCE	537.91				537.91		537.91
EATON CORPORATION	REPAIRS & MAINTENANCE	226.15				226.15		226.15
FEDEX	OVERNIGHT DELIVERY	21.85			21.85			21.85
GAETANI REAL ESTATE	ADMIN OFFICE RENT	8,200.00			8,200.00			8,200.00
GARDA, CL WEST, INC	CONTRACTUAL SERVICES	283.22				148.86	134.36	283.22
GARNISHMENT	PAYROLL DEDUCTION PAYABLE	705.53	705.53					705.53
GHD, INC	CONTRACTUAL SERVICES	20,672.75				20,672.75		20,672.75
GRAINGER	REPAIRS & MAINTENANCE	1,307.40				1,052.36	255.04	1,307.40
GUBSER, GREG	REIMB UNIFORM EXPENSES	129.38					129.38	129.38
HALF MOON BAY REVIEW	ADVERTISING EXPENSES	412.00				412.00		412.00
HASSETT HARDWARE/ BLUETRAP CREDIT SERVICES	REPAIRS & MAINTENANCE	743.99				743.99		743.99
HENDERSON MARINE SUPPLY, INC	REPAIRS & MAINTENANCE	578.59					578.59	578.59
HOLMAN PROFESSIONAL COUNSELING CENTERS	EMPLOYEE ASSISTANCE PROGRAM SERVICES	289.00			98.88	102.67	87.45	289.00
HUE & CRY INC	CONTRACTUAL SERVICES	222.39					222.39	222.39
INGRAHAM ELECTRIC	REPAIRS & MAINTENANCE	755.05				755.05		755.05
IRON MOUNTAIN, INC	CONTRACTUAL SERVICES	149.00			149.00			149.00
KKMI INC	REPAIRS & MAINTENANCE	6,192.26				6,192.26		6,192.26
KONICA MINOLTA	REPAIRS & MAINTENANCE	365.08			249.70	115.38		365.08
LAURETTA PRINTING COMPANY	OFFICE SUPPLIES	162.75				162.75		162.75
LENACO CORPORATION/BLUE RIBBON SUPPLY COMPANY	JANITORIAL SUPPLIES	4,586.24			266.84	3,639.54	679.86	4,586.24
MARINE LIEN SALE SERVICE	LIEN SALES	960.00				480.00	480.00	960.00
MARINE TAXONOMIC SERVICES, LTD	CONTRACTUAL SERVICES	3,500.00				3,500.00		3,500.00
MISSION LINEN & UNIFORM SUPPLY	UNIFORM SERVICES	1,569.71				1,569.71		1,569.71
MOFFATT & NICHOL ENGINEERS, INC	CONTRACTUAL SERVICES	8,523.93				8,523.93		8,523.93
MOORE, OWEN	REIMB RECRUITING EXPENSES	39.00				39.00		39.00
NAVIA BENEFIT SOLUTIONS	PAYROLL DEDUCTION PAYABLE	1,704.92	103.84		1,601.08			1,704.92

BILLS AND CLAIMS FOR 9/18/19 BOARD MEETING			PAYROLL EMPLOYEES	PAYROLL BENEFITS	ADMIN & COMM	PILLAR POINT	OYSTER POINT	TOTAL ALL
VENDOR	DESCRIPTION	AMOUNT	DEDUCTION	RELATED	103	201	301	DEPTS
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.	LEGAL SERVICES	2,479.00			2,479.00			2,479.00
OPERATING ENGINEERS TRUST	HEALTH INSURANCE PREMIUMS	40,347.00		40,347.00				40,347.00
ORKIN SERVICES OF CALIFORNIA, INC	CONTRACTUAL SERVICES	144.45					144.45	144.45
PG&E	UTILITIES	13,041.69				13,041.69		13,041.69
PINA, JOHN DBA GOPHER BUSTERS	CONTRACTUAL SERVICES	495.00				495.00		495.00
READY REFRESH BY NESTLE	OFFICE SUPPLIES	34.33					34.33	34.33
RECOLOGY OF THE COAST REGIONAL GOVERNMENT SERVICES	GARBAGE SERVICES	454.42				454.42		454.42
RMI MECHANICAL CONTRACTOR INC	REPAIRS & MAINTENANCE	70.40			70.40			70.40
RMI MECHANICAL CONTRACTOR INC	REPAIRS & MAINTENANCE	654.32					654.32	654.32
ROBERT HALF INTERNATIONAL, INC	CONTRACTUAL SERVICES	20,759.70			20,759.70			20,759.70
SAFETY KLEEN SYSTEMS, INC	USED OIL PICK UP EXPENSES	170.50				170.50		170.50
SAN MATEO COUNTY AIRPORTS	SAND STOCKPILE MONTHLY RENT	4,500.00				4,500.00		4,500.00
SAN MATEO DAILY JOURNAL	ADVERTISING EXPENSES	1,452.00			660.00	792.00		1,452.00
SIMMS PLUMBING & WATER EQUIPMENT INC	REPAIRS & MAINTENANCE	596.76				596.76		596.76
SOUTH SAN FRANCISCO SCAVENGER CO	GARBAGE SERVICES	3,875.40					3,875.40	3,875.40
SPECIAL DIST RISK MANAGEMENT AUTHORITY	HEALTH INSURANCE PREMIUMS	582.21		582.21				582.21
SPRINT/NEXTEL COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	182.42					182.42	182.42
STANDARD INSURANCE COMPANY	LIFE & LTD INSURANCE	4,983.42		4,983.42				4,983.42
STAPLES ADVANTAGE	OFFICE SUPPLIES	745.00			363.73	381.27		745.00
STEVE GOTELLI PLUMBING INC	REPAIRS & MAINTENANCE	1,590.00					1,590.00	1,590.00
SYMBOLS OF SUCCESS	OFFICE SUPPLIES	515.22			515.22			515.22
TEAMSTERS LOCAL 856-HEALTH & WELFARE FUND	HEALTH INSURANCE PREMIUMS	6,282.09		6,282.09				6,282.09
TECHNOLOGY, ENGINEERING & CONSTRUCTION, INC	REPAIRS & MAINTENANCE	11,782.56					11,782.56	11,782.56
THE HERTZ CORPORATION	RENTAL CAR SERVICES	403.27			403.27			403.27
U.S. BANK-CAL CARD	CAL-CARD EMPLOYEE PURCHASES	9,170.38			768.83	5,521.74	2,879.81	9,170.38
VENTEK INTERNATIONAL INC	REPAIRS & MAINTENANCE	163.13					163.13	163.13
VERIZON WIRELESS	TELEPHONE/COMMUNICATIONS	747.56			497.83	249.73		747.56
WEST MARINE PRO	REPAIRS & MAINTENANCE	214.13				214.13		214.13
WITTEWER PARKIN LLP	LEGAL SERVICES	11,642.97			9,960.65	1,682.32		11,642.97
COULOMBE, RICHARD	REFUND DEPOSIT	548.52				548.52		548.52
DAVIS, JARED	REFUND DEPOSIT	566.19				566.19		566.19
EDSON, SCOTT	REFUND DEPOSIT	139.81				139.81		139.81
FALZON, BRANDON	REFUND DEPOSIT	27.13					27.13	27.13
FRIEDMAN, DAVID	REFUND DEPOSIT	23.65				23.65		23.65
GILLESPIE, MATTHEW	REFUND DEPOSIT	498.40					498.40	498.40
JAZUK, JOSEPH	REFUND DEPOSIT	250.30					250.30	250.30
KAHLOW, THOMAS	REFUND DEPOSIT	276.02				276.02		276.02
MENDOZA, DAN	REFUND DEPOSIT	10.00					10.00	10.00
ORLOFF, RANDY	REFUND DEPOSIT	260.16				260.16		260.16
RICKETTS, MIKE	REFUND DEPOSIT	447.76				447.76		447.76
SHANNON, SEAN	REFUND DEPOSIT	3.00					3.00	3.00
SIMUNTACCHI, JOHN	REFUND DEPOSIT	227.00				227.00		227.00
SUTTER, HENRY	REFUND DEPOSIT	242.13				242.13		242.13
WALKER, CLARK	REFUND DEPOSIT	277.00				277.00		277.00
WHITMORE, ANDREW	REFUND DEPOSIT	303.70					303.70	303.70
<b>TOTAL HANDCHECKS</b>		<b>313,544.13</b>	<b>18,795.56</b>	<b>87,341.23</b>	<b>49,468.77</b>	<b>123,059.88</b>	<b>34,878.69</b>	<b>313,544.13</b>
<b>TOTAL BILLS &amp; CLAIMS</b>		<b>313,544.13</b>	<b>18,795.56</b>	<b>87,341.23</b>	<b>49,468.77</b>	<b>123,059.88</b>	<b>34,878.69</b>	<b>313,544.13</b>

313,544.13

TRUE

5 LARGEST PAYMENTS ON THE CAL CARD			PAYROLL EMPLOYEES	PAYROLL BENEFITS	ADMIN & COMM	PILLAR POINT	OYSTER POINT	TOTAL ALL
VENDOR	DESCRIPTION	AMOUNT	DEDUCTION	RELATED	103	201	301	DEPTS
AMERICAN RED CROSS	TRAINING EXPENSES	1,413.81				1,413.81		1,413.81
R&B SUPPLY CO.	REPAIRS & MAINTENANCE	669.89				669.89		669.89
MURRAYS.COM	UNIFORM RELATED EXPENSES	536.70				536.70		536.70
INDEED INC	RECRUITING EXPENSES	500.11			500.11			500.11
SAN MATEO PARKS	PATROL BOAT-FUEL	430.00					430.00	430.00



### Legal Fees - Fiscal Years 2011 to 2020

Sum of Total Spent	Column Labels										
	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20 YTD	Grand Total
AARONSON, DICKERSON, COHN & COX, WOOTON, LERNER, GRIFFIN, FRANK/LYNN S.	\$ 46,880.38	\$ 84,627.99	\$ 105,733.63	\$ 88,761.42	\$ 340.75	\$ 29,949.79	\$ 3,682.03				\$ 326,344.17
HANSON BRIDGETT LLP					\$ 287,596.29	\$ 301,540.13	\$ 317,484.72	\$ 290,308.67	\$ 361,423.88		\$ 1,558,353.69
JAY RESENDEZ, ATTORNEY AT LAW			\$ 735.00			\$ 3,325.00					\$ 4,060.00
KOTZEBUE/ MARGARET					\$ 26,364.00						\$ 26,364.00
KRAMER/ KAREN				\$ 13,803.00							\$ 13,803.00
LIEBERT, CASSIDY & WHITMORE///	\$ 34,050.00	\$ 5,674.20	\$ 7,097.00	\$ 83,662.55	\$ 92,751.48	\$ 133,292.43	\$ 97,191.79	\$ 18,150.00	\$ 8,259.50		\$ 480,128.95
MCGRATH INVESTIGATIONS						\$ 15,445.00					\$ 15,445.00
OPPENHEIMER/ AMY				\$ 24,381.00							\$ 24,381.00
RICHARDS, WATSON & GERSHON	\$ 11,803.75	\$ 1,770.00							\$ 6,032.21		\$ 19,605.96
TOPLIFF/ MARY L.//								\$ 25,000.00			\$ 25,000.00
GOYETTE/ GRIFFITHS//									\$ 50,429.75		\$ 50,429.75
WITTWER PARKIN LLP									\$ 47,635.43	\$ 11,642.97	\$ 59,278.40
OGLETREE, DEAKINS, NASH, SMOAK									\$ 1,739.50	\$ 2,479.00	\$ 4,218.50
<b>Grand Total</b>	<b>\$ 92,734.13</b>	<b>\$ 92,072.19</b>	<b>\$ 113,565.63</b>	<b>\$ 221,464.95</b>	<b>\$ 416,195.54</b>	<b>\$ 488,052.35</b>	<b>\$ 418,358.54</b>	<b>\$ 333,458.67</b>	<b>\$ 475,520.27</b>	<b>\$ 14,121.97</b>	<b>\$ 2,665,544.24</b>

\*19-20 YTD is invoices received thru August 2019



## Board of Harbor Commissioners

Sabrina Brennan, President  
Edmundo Larenas, Vice President  
Nancy Reyerling, Secretary  
Tom Mattusch, Treasurer  
Virginia Chang Kiraly, Commissioner

John Moren, Interim General Manager  
William Parkin, District Counsel

### San Mateo County Harbor District Board of Harbor Commissioners

“To assure the public is provided with clean, safe, well-managed, financially sound and environmentally pleasant marinas.”

## **SPECIAL MEETING MINUTES**

**August 21, 2019**

**4:00 PM**

San Mateo County Harbor District  
Conference Room  
504 Avenue Alhambra, Ste. 200  
El Granada, CA 94018

**A) ROLL CALL** 4:11 PM Commissioners Brennan, Chang Kiraly, Larenas and Reyerling present.  
Commissioner Mattusch absent.

**B) PUBLIC COMMENT** None  
President Brennan reordered the agenda.

### **D) OPEN SESSION**

**3) Motion:**(Larenas/Brennan) Authorize the Interim General Manager to put out an RFP for new General Counsel.

**Ayes: All in favor**

**Motion passed.**

**2) TITLE:** Consider returning to prior policy regarding Commissioners being able to add items to the agenda without restriction.

[Current Policy](#) [Previous Policy](#)

**2) Motion:** (Chang Kiraly/Reyerling) – General Counsel to look into options and bring to the Governance and Policy Committee on how agenda items are to be put on to the agenda and brought back to the September meeting, and to provide a Matrix on how other agencies add to agendas, also consider going to two meetings per month.

**Ayes: All in favor**

**Motion passed.**

1) **TITLE:** Approve hiring Special Counsel to serve as District Counsel with respect to Schulz v. Ketch Joanne Restaurant & Harbor Bar, San Mateo County Harbor District (U.S. District Court No. C 19-992 JSC).

1) **Motion:**(Reyering/Chang Kiraly) Discuss in Closed Session with General Counsel at the end of the meeting.

**Ayes: Chang Kiraly, Reyering**

**Nays: Brennan**

**Abstain: Larenas**

**Motion passed**

### **C) CLOSED SESSION**

1) **TITLE: Conference with Legal Counsel—Existing Litigation**

Pursuant to Government Code §54956.9(d)(1)  
(Brennan v. San Mateo County Harbor District (DFEH No. 201807-03053228; EEOC No. 37A-2019-00873-C).

1) **No reportable action.**

2) **TITLE: Conference with Legal Counsel—Anticipated Litigation**

Significant Exposure to litigation pursuant to Government Code §54956.9(d)(2) (Consideration and discussion of claim made by Sabrina Brennan).

2) **No reportable action.**

### **E) 2<sup>nd</sup> Closed Session 5:26 PM**

1) **TITLE: Conference with Legal Counsel—Existing Litigation**

Pursuant to Government Code §54956.9(d)(1)  
Schulz v. Ketch Joanne Restaurant & Harbor Bar, San Mateo County Harbor District (U.S. District Court No. C 19-992 JSC).

1) **No reportable action.**

### **F) ADJOURN 7:20 PM**

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Debbie Gehret  
Deputy Secretary

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Sabrina Brennan  
President



## Board of Harbor Commissioners

Sabrina Brennan, President  
Edmundo Larenas, Vice President  
Nancy Reyring, Secretary  
Tom Mattusch, Treasurer  
Virginia Chang Kiraly, Commissioner

John Moren, Interim General Manager  
William Parkin, District Counsel

### San Mateo County Harbor District Board of Harbor Commissioners

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## REGULAR MEETING MINUTES

**August 21, 2019**

**6:30 PM**

San Mateo County Harbor District  
Conference Room  
504 Avenue Alhambra, Ste. 200  
El Granada, CA 94018

**A) Roll Call 7:20 PM** Commissioners Brennan, Chang Kiraly, Larenas, Reyring present.  
Commissioner Mattusch absent.

### **B) 1. Public Comments/Questions**

- **John Ullom** – Comments regarding DFEH Claim report.

### **2. Commissioner Comments**

- **Commissioner Chang Kiraly** – Comments regarding the Management Search Ad Hoc Committee; status of General Manager search.
- **Commissioner Larenas** – Attended recent meeting of the Gulf of the Farallones National Marine Sanctuary at the HMBYC; discussions regarding shoreline fishing gear, squid lights, sediment management plan and whales in sanctuary.
- **Commissioner Brennan** – Attended Inertia ‘Evolve Summit;’ received award 2019 Social Advocate of the Year.

### **3. Committee Updates**

- Climate Change Resilience – None scheduled
- Finance – No recent meeting
- Governance and Policy – August 12
- Oyster Point Liaison – No recent meeting
- Social Media/Public Outreach – None scheduled
- Tsunami Preparedness – No recent meeting
- Wildlife Protection – No recent meeting



## C) Consent

ITEMS PULLED FROM CONSENT WILL BE HEARD AFTER DISCUSSION ITEMS.

Item 5 pulled.

1. **Bills and Claims (van Hoff)**  
Recommendation: Review Pre-Approved Bills and Claims in the amount of \$809,438.82. Pre-Approve \$500,000 in Bills and Claims until next meeting.
2. **Minutes – Regular Meeting July 17, 2019 (Gehret)**  
Recommendation: Approve Minutes of the Regular Meeting of July 17, 2019.
3. **Minutes – Special Meeting July 29, 2019 (Gehret)**  
Recommendation: Approve Minutes of the Special Meeting of July 29, 2019.
4. **Minutes – Special Meeting August 12, 2019 (Gehret)**  
Recommendation: Approve Minutes of the Special Meeting of August 12, 2019.
6. **Monthly Capital Projects Update (Moren)**  
Receive and file.
7. **Bad Debt Write-Off Request (Henthorne)**  
Recommendation: Authorize the Interim General Manager to write-off as bad debt a total of \$156,893.94 in accounts receivable: \$58,274.01 from Oyster Point Marina and \$98,619.93 from Pillar Point Harbor.

**Motion:** (Chang Kiraly/Brennan) Approve Consent Items 1-4, 6-7.

**Ayes:** All in favor.

**Motion passed.**

## D) Discussion

5. **Out of State Travel to Honolulu, Hawaii for Commissioner Brennan (Moren)**

**Public Comment**

- **John Ullom** -in support of approval of Item 5.

**Motion:** Larenas/ Approve out of state travel to Honolulu, Hawaii for Commissioner Brennan to be a guest speaker at Honolulu City Hall.

**Motion failed due to lack of second.**

**8. San Mateo Local Agency Formation Commission (LAFCo) Draft Municipal Service Review Policy and Draft Sphere of Influence Discussion from LAFCO Representative (van Hoff)**

**Public Comment**

- **John Ullom** – Suggests General Counsel read revised LAFCo documents.

**9. Habitat Restoration Discussion; Bill Henry, Groundswell Ecology; Presentation (Moren)**

Information only.

- ❖ **8:15 PM** Commissioner Brennan leaves.
- ❖ **8:22 PM** Commissioner Brennan returns.

**10. Proposed Flood and Sea Level Rise Resiliency Agency; Presentation (Moren)**

Information only.

**14. 'San Mateo County Harbor District Code of Ethics and Values', Approve Amended Policy 1.1.1 (van Hoff)**

**Public Comment**

- **John Ullom** – Suggests Ethics policy regarding social media.
- **Bud Ratts** – Support of Eight Core Principles of Ethics and Values as conduct for Commissioners Code of Ethics, for behavior and respect as human beings.

Return to incorporate additional comments as suggested by Commissioner Chang Kiraly.

- ❖ **9:25 PM Motion:** (Larenas/Reyering) Extend the Board meeting by 10 minutes.  
**All in favor.**  
**Motion passed.**

**11. Pillar Point Harbor Fishing Pier, ADA Access Walkway and Adjacent Breakwater Rehabilitation Invitation for Bid Approval (Moren)**

**Motion:** (Chang Kiraly/Reyering) Authorize the Interim General Manager, pursuant to an Invitation for Bid (IFB) response evaluation from qualified firm(s) and/or individual(s) to assist the San Mateo County Harbor District (District) with the rehabilitation of the Pillar Point Harbor Fishing Pier and adjacent breakwater repair, to execute an Agreement with the lowest bidder, Valentine Corporation, for the amount of \$427,369.00, and, subject to continued due diligence and verification of insurance and other obligations outlined in the IFB, award the contract to Valentine Corporation.

**All in favor**  
**Motion passed.**

**Motion:** (Brennan/Larenas) Approve an increase in Capital Project Appropriations of \$427,369 for Pillar Point Harbor Fishing Pier, ADA Access Walkway and Adjacent Breakwater Rehabilitation. The project will be funded by available Working Capital.

**All in favor.**

**Motion passed.**

**12. Review of Budgeted Positions; Approve Amended Planner Analyst Position Description; Approve Deletion of Project Coordinator Position; and Approve Addition of Two Deputy Harbormaster Positions (van Hoff)**

**Motion:** (Reyering/Chang Kiraly) Approve amended Planner Analyst position description, approve deletion of the Project Coordinator position, and approve addition of two Deputy Harbormaster positions.

**All in favor.**

**Motion passed.**

**Unheard Items.**

**13. Legislative Advocacy Services Update; New Proposal for Contract Extension with Lighthouse Public Affairs (Moren)**

Recommendation: Authorize the Interim General Manager to extend the current Professional Services Agreement (PSA) for Legislative Advocacy Services with Lighthouse Public Affairs LLC for an additional six months with a fixed retainer fee of \$5,000 per month.

**14. Discussion of Scheduling of Projects related to the Capital Improvement Program (Chang Kiraly)**

**E) Discussion/Action on Pulled Consent Items (if any)**

**F) Future Agenda Items**

**G) July Activity Reports: Interim General Manager/Operations, Administration**

Information only.

**H) Adjourn 9:36 PM All in favor. Motion passed.**

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Debbie Gehret  
Deputy Secretary

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Sabrina Brennan  
President



# Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** Julie van Hoff, Director of Administrative Services  
Boomer Henthorne, Accounting Manager

**DATE:** September 18, 2019

**SUBJECT:** Fourth Quarter 2018/19 Financial Report Spending Authority

**Recommendation/Motion:**

Information only report.

**Policy Implications:**

The Budget Appropriation Policy (4.9.2) requires that this Commission receive a quarterly financial report to review and ensure that all expenditures are within the approved appropriations. Quarterly reports are presented at the consolidated level (includes Pillar Point Harbor, Oyster Point Marina, and Administration).

**Fiscal Implications/Budget Status:**

None

**Alternatives Considered:**

None

**Background/Discussion:**

The table below presents a comparison between the Board approved FY 2018/19 budget (with revisions) and the actuals for the fiscal year (July 1, 2018 to June 30, 2019). The District ended the year with expenditures exceeding revenues by approximately \$1 million. This means that the available working capital balance decreased by approximately \$1 million. Major one-time expenses during the year included a pay down of \$2.3 million of the long-term retirement liability and this year's

election costs of approximately \$0.9 million.

## Fourth Quarter 2018/19 Financial Report and Spending Authority Summary

### Revenues

Revenues	Budget	YTD Actual	% of Budget
Enterprise Revenue	\$ 4,815,000	\$ 4,493,758	93%
Other Operating Revenue	7,336,245	8,240,735	112%
<b>Total Revenues</b>	<b>\$ 12,151,245</b>	<b>\$ 12,734,493</b>	<b>105%</b>

### Recurring Expenditures

Spending Authority	Budget	YTD Actual	% of Budget
Salaries and Benefits	\$ 5,185,306	\$ 4,632,731	89%
Operating Expenses	3,295,200	3,166,688	96%
<b>Total Expenditures</b>	<b>\$ 8,480,506</b>	<b>\$ 7,799,419</b>	<b>92%</b>

### One-time/biennial (Sources) Uses

Spending Authority	Budget	YTD Actual	% of Budget
Election Costs (Biennial)	\$ 830,000	\$ 859,313	104%
CalPERS Liability	2,300,000	2,300,000	100%
Capital Projects (CIP)	10,407,500	2,854,309	27%
FEMA Funding	(1,000,000)	-	0%
<b>Total Non-Recurring (Sources) Uses</b>	<b>\$ 12,537,500</b>	<b>\$ 6,013,622</b>	<b>48%</b>

### Working Capital

	Budget	YTD Actual	% of Budget
Recurring Revenues	\$12,151,245	\$12,734,493	105%
Recurring Expenditures	(8,480,506)	(7,799,419)	92%
<b>Subtotal</b>	<b>\$ 3,670,739</b>	<b>\$ 4,935,074</b>	<b>134%</b>
<b>Total Non-Recurring (Sources) Uses</b>	<b>12,537,500</b>	<b>6,013,622</b>	<b>48%</b>
<b>Increase (Decrease) Working Capital</b>	<b>\$ (8,866,761)</b>	<b>\$ (1,078,548)</b>	<b>12%</b>

Enterprise Revenues came in below budget primarily due to lower than anticipated berth/slip fees at Oyster Point Marina and lower than anticipated enterprise grants/reimbursements. Other Operating Revenue came in above budget due to higher than anticipated interest income and tax revenue.

Salaries and Benefits came in below budget due to vacancies, while overall Operating Expenses came in slightly below budget due to lower than anticipated IT, Utilities (no electricity during construction at OPM), and Vessel Destruction costs.

Capital Project spending came in well below the budgeted appropriation authority.



## Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** Julie van Hoff, Director of Administrative Services  
Boomer Henthorne, Accounting Manager

**DATE:** September 18, 2019

**SUBJECT:** Fourth Quarter – Fiscal Year 2019 (Q4-19) Rent Report

**Recommendation/Motion:**

Information only report

**Policy Implications:**

None

**Fiscal Implications/Budget Status:**

None

**Alternatives Considered:**

None

**Background/Discussion:**

This is the quarterly comparative report of lessee and commercial activity permit (CAP) revenue for the current fiscal year. All amounts shown are on an accrual basis, meaning these amounts are earned in the periods shown (Jul 2018 to Jun 2019), regardless of when the actual cash is collected. The first page of the report shows the results of Q4-19 (Apr to Jun 2019) and the prior three quarters of this fiscal year. Prior quarters in this fiscal year are updated to current, as we usually receive more information from our lease/CAP holders after the initial reporting to the Board. The second page of the report shows the entire prior fiscal year activity (Jul 2017 to Jun 2018) to give a comprehensive perspective.

**Highlights to note on this report:**

**Pillar Point Harbor** – Overall, Pillar Point Harbor is very close to being on par with last fiscal year amounts. Rent revenue for the fiscal year is down about \$7,000 compared to last fiscal year. Several “percentage rent” reports have not been received yet. Percentage Rent reports from lessees were due to the District on July

31, 2019 and staff is following up with individual lessees to get their reports on a timelier basis.

**Oyster Point Marina** – Overall revenues decreased by about \$59,000 this fiscal year compared to last fiscal year due to termination of the leases for OPM parcels B, C, D, and E. However, with the addition of Fathom Marine in Oct 2017 and the restructuring of the lease with Oyster Point Yacht Club in January 2019, the District has been able to make up for some of those losses.

**Summary/Recommendation:**

No action is required. This is an Informational Item only.

**Attachment:**

1. [Q4-19 Rent Report](#)
2. [FY 2017-2018 Rent Report](#)



**Fourth Quarter - Fiscal Year 2018-19 Rent Report**

		18-19 Q1		18-19 Q1 Total		18-19 Q2		18-19 Q2 Total		18-19 Q3		18-19 Q3 Total		18-19 Q4		18-19 Q4 Total		18-19 Grand Total	17-18 Grand Total	VARIANCE Increase (Decrease)
Harbor	Lessee, CAP	Lessee Name	Base Rent	Percentage Rents		Base Rent	Percentage Rents		Base Rent	Percentage Rents		Base Rent	Percentage Rents							
PPH	Lessee	Merva W. Inc.																\$ 15,666	\$ (15,666)	
		McHenry Fisheries	\$ 8,610	\$ 1,936	\$ 10,546	\$ 8,610	\$ 1,286	\$ 9,896	\$ 8,610	\$ 205	\$ 8,815	\$ 8,946	\$ 227	\$ 9,173	\$ 38,430	\$ 21,590	\$ 16,840			
		Morning Star	\$ 8,610	\$ 505	\$ 9,115	\$ 8,610	\$ 982	\$ 9,592	\$ 8,610	\$ 180	\$ 8,790	\$ 8,946	\$ 266	\$ 9,212	\$ 36,709	\$ 35,898	\$ 811			
		Three Captains	\$ 8,610	\$ 569	\$ 9,179	\$ 8,610	\$ 1,206	\$ 9,816	\$ 8,610	\$ 692	\$ 9,302	\$ 8,946	\$ 1,164	\$ 10,110	\$ 38,407	\$ 48,018	\$ (9,611)			
		HMB Sport Fishing	\$ 1,418	\$ 11,762	\$ 13,180	\$ 1,418	\$ 5,341	\$ 6,759	\$ 1,418	\$ 2,067	\$ 3,485	\$ 1,455	\$ 5,473	\$ 6,927	\$ 30,352	\$ 24,635	\$ 5,717			
		Ketch Café	\$ 1,812	\$ 0	\$ 1,812	\$ 1,812	\$ 0	\$ 1,812	\$ 1,883	\$ 0	\$ 1,883	\$ 1,883	\$ 0	\$ 1,883	\$ 7,389	\$ 7,135	\$ 254			
		Ketch Joanne	\$ 9,809	\$ 23,050	\$ 32,858	\$ 9,809	\$ 23,167	\$ 32,976	\$ 10,191	\$ 16,655	\$ 26,847	\$ 10,191	\$ 18,494	\$ 28,685	\$ 121,366	\$ 129,683	\$ (8,316)			
		Mavericks	\$ 6,985		\$ 6,985	\$ 7,179		\$ 7,179	\$ 7,195		\$ 7,195	\$ 7,195		\$ 7,195	\$ 28,554	\$ 27,722	\$ 832			
		Order At The Corner	\$ 5,277	\$ 9,354	\$ 14,631	\$ 5,277	\$ 10,745	\$ 16,023	\$ 5,483	\$ 7,767	\$ 13,250	\$ 5,483	\$ 9,960	\$ 15,443	\$ 59,348	\$ 59,978	\$ (631)			
		KN Fuel & Ice	\$ -	\$ 2,337	\$ 2,337	\$ -	\$ 2,337	\$ 2,337	\$ 3,429	\$ 0	\$ 3,429	\$ 3,429	\$ 0	\$ 3,429	\$ 11,532	\$ 9,552	\$ 1,979			
		KN RV Lot	\$ 7,500	\$ 0	\$ 7,500	\$ 7,500	\$ 0	\$ 7,500	\$ 7,500	\$ 0	\$ 7,500	\$ 7,500	\$ 0	\$ 7,500	\$ 30,000	\$ 30,000	\$ 0			
	Lessee Total		\$ 58,632	\$ 49,513	\$ 108,145	\$ 58,825	\$ 45,065	\$ 103,890	\$ 62,929	\$ 27,566	\$ 90,495	\$ 63,973	\$ 35,583	\$ 99,556	\$ 402,086	\$ 409,877	\$ (7,790)			
	CAP	Ankeny Street		\$ 1,457	\$ 1,457		\$ 995	\$ 995		\$ 0	\$ 0		\$ 1,255	\$ 1,255	\$ 3,707	\$ 3,075	\$ 633			
		Blue Water Ventures		\$ 0	\$ 0		\$ 21	\$ 21		\$ -	\$ -		\$ -	\$ -	\$ 21	\$ 67	\$ (46)			
		California Canoe & Kayak		\$ 0	\$ 0		\$ 0	\$ 0		\$ -	\$ -		\$ 0	\$ 0	\$ 0	\$ 57	\$ (57)			
		Dead West Sportfishing		\$ 0	\$ 0		\$ 19	\$ 19		\$ -	\$ -		\$ -	\$ -	\$ 19	\$ 0	\$ 19			
		HMB Kayak	\$ 1,800	\$ 5,459	\$ 7,259	\$ 1,800	\$ 2,080	\$ 3,880	\$ 1,800	\$ 776	\$ 2,576	\$ 1,800	\$ -	\$ 1,800	\$ 15,516	\$ 16,814	\$ (1,298)			
		Mooch Better Fishing		\$ 585	\$ 585		\$ 334	\$ 334		\$ -	\$ -		\$ 441	\$ 441	\$ 1,360	\$ 744	\$ 616			
		Huli Cat		\$ 1,313	\$ 1,313		\$ 1,283	\$ 1,283		\$ 234	\$ 234		\$ 1,218	\$ 1,218	\$ 4,048	\$ 3,882	\$ 166			
		Lucky Lindy Handicrafts		\$ 0	\$ 0		\$ 0	\$ 0		\$ 0	\$ 0		\$ 0	\$ 0	\$ 0	\$ 126	\$ (125)			
		New Captain Pete		\$ 0	\$ 0		\$ 0	\$ 0		\$ 0	\$ 0		\$ 1,089	\$ 1,089	\$ 1,089	\$ 2,690	\$ (1,601)			
		Riptide Sportfishing		\$ 0	\$ 0		\$ 0	\$ 0		\$ -	\$ -		\$ 2,308	\$ 2,308	\$ 2,308	\$ 0	\$ 2,308			
		Sea Pure	\$ 1,500		\$ 1,500	\$ 1,500		\$ 1,500	\$ 1,500		\$ 1,500	\$ 1,500		\$ 1,500	\$ 6,000	\$ 6,000	\$ 0			
		Walters Coastal Charters		\$ 726	\$ 726		\$ 97	\$ 97		\$ 32	\$ 32		\$ 318	\$ 318	\$ 1,174	\$ 970	\$ 204			
		A.C. Fishing Charters		\$ 0	\$ 0		\$ 0	\$ 0		\$ -	\$ -		\$ -	\$ -	\$ 0	\$ 164	\$ (164)			
		Thomas Joseph					\$ 58	\$ 58		\$ 0	\$ 0		\$ 77	\$ 77	\$ 135		\$ 135			
	CAP Total		\$ 3,300	\$ 9,540	\$ 12,840	\$ 3,300	\$ 4,887	\$ 8,187	\$ 3,300	\$ 1,043	\$ 4,343	\$ 3,300	\$ 6,705	\$ 10,005	\$ 35,376	\$ 34,589	\$ 788			
PPH Total			\$ 61,932	\$ 59,054	\$ 120,985	\$ 62,125	\$ 49,952	\$ 112,077	\$ 66,229	\$ 28,609	\$ 94,838	\$ 67,273	\$ 42,288	\$ 109,562	\$ 437,463	\$ 444,466	\$ (7,003)			
OPM	Lessee	OPMV - Parcel B																\$ 6,284	\$ (6,284)	
		OPMV - Parcel C																\$ 16,865	\$ (16,865)	
		OPMV - Parcel D																\$ 11,384	\$ (11,384)	
		OPMV - Parcel E																\$ 24,959	\$ (24,959)	
		Oyster Point Yacht Club	\$ 858	\$ (221)	\$ 637	\$ 858	\$ 151	\$ 1,009	\$ 1,426	\$ 2,009	\$ 3,435	\$ 1,710	\$ 2,110	\$ 3,820	\$ 8,901	\$ 3,001	\$ 5,899			
		WETA Ferry Terminal	\$ 16,636		\$ 16,636	\$ 16,636		\$ 16,636	\$ 16,636		\$ 16,636	\$ 16,636		\$ 16,636	\$ 66,546	\$ 66,546	\$ 0			
	Lessee Total		\$ 17,494	\$ (221)	\$ 17,273	\$ 17,494	\$ 151	\$ 17,645	\$ 18,062	\$ 2,009	\$ 20,072	\$ 18,346	\$ 2,110	\$ 20,456	\$ 75,446	\$ 129,038	\$ (53,592)			
	CAP	Action Sports SF	\$ 750	\$ -	\$ 750	\$ 750	\$ -	\$ 750	\$ 750	\$ -	\$ 750	\$ 750	\$ -	\$ 750	\$ 3,000	\$ 1,900	\$ 1,100			
		Bay Area Air Quality	\$ 195		\$ 195	\$ 195		\$ 195	\$ 195		\$ 195	\$ 195		\$ 195	\$ 780	\$ 780	\$ 0			
		Donald Smith		\$ 0	\$ 0		\$ 0	\$ 0		\$ 0	\$ 0			\$ 0	\$ 9	\$ (9)				
		Fathom Marine LLC	\$ 6,600	\$ 494	\$ 7,094	\$ 6,600	\$ 284	\$ 6,884	\$ 6,600	\$ -	\$ 6,600	\$ 6,600	\$ -	\$ 6,600	\$ 27,178	\$ 18,864	\$ 8,314			
		Prop SF	\$ 2,700		\$ 2,700	\$ 2,700		\$ 2,700	\$ 2,700		\$ 2,700	\$ 2,700		\$ 2,700	\$ 10,800	\$ 10,800	\$ 0			
		Tideline Marine Group													\$ 84	\$ (84)				
		Wind Over Water Kiteboarding	\$ 600	\$ 371	\$ 971	\$ 600	\$ 53	\$ 653	\$ 600	\$ 38	\$ 638	\$ 600	\$ 303	\$ 903	\$ 3,164	\$ 2,172	\$ 992			
		Stephen Crevelli Sportfishing											\$ 51	\$ 51	\$ 51	\$ 51	\$ 0			
	CAP Total		\$ 10,845	\$ 864	\$ 11,709	\$ 10,845	\$ 337	\$ 11,182	\$ 10,845	\$ 38	\$ 10,883	\$ 10,845	\$ 354	\$ 11,199	\$ 44,973	\$ 34,609	\$ 10,364			
OPM Total			\$ 28,339	\$ 643	\$ 28,982	\$ 28,339	\$ 488	\$ 28,827	\$ 28,907	\$ 2,048	\$ 30,955	\$ 29,191	\$ 2,463	\$ 31,655	\$ 120,419	\$ 163,647	\$ (43,228)			
Grand Total			\$ 90,271	\$ 59,697	\$ 149,968	\$ 90,464	\$ 50,440	\$ 140,904	\$ 95,136	\$ 30,657	\$ 125,793	\$ 96,465	\$ 44,751	\$ 141,216	\$ 557,882	\$ 608,112	\$ (50,231)			

**Prior Fiscal Year 2017-18 Rent Report**

Total Charged			Fiscal Year	Fiscal Quarter	Charge Type Summary				
			17-18						17-18 Total
			Q1	Q2	Q3	Q4			
Harbor	Lessee, CAP	Lessee Name							
PPH	Lessee	Merva W. Inc.	\$ 9,881	\$ 5,784					\$ 15,666
		McHenry Fisheries		\$ 4,367	\$ 8,539	\$ 8,684		\$ 21,590	
		Morning Star	\$ 8,865	\$ 9,511	\$ 8,690	\$ 8,833		\$ 35,898	
		Three Captains	\$ 19,878	\$ 10,413	\$ 8,813	\$ 8,915		\$ 48,018	
		HMB Sport Fishing	\$ 8,345	\$ 4,953	\$ 3,094	\$ 8,243		\$ 24,635	
		Ketch Café	\$ 1,756	\$ 1,756	\$ 1,812	\$ 1,812		\$ 7,135	
		Ketch Joanne	\$ 35,126	\$ 32,689	\$ 29,118	\$ 32,749		\$ 129,683	
		Mavericks	\$ 6,782	\$ 6,970	\$ 6,985	\$ 6,985		\$ 27,722	
		Order At The Corner	\$ 17,964	\$ 16,755	\$ 12,120	\$ 13,140		\$ 59,978	
		KN Fuel & Ice	\$ 2,439	\$ 2,439	\$ 2,337	\$ 2,337		\$ 9,552	
		KN RV Lot	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500		\$ 30,000	
	<b>Lessee Total</b>		<b>\$ 118,536</b>	<b>\$ 103,136</b>	<b>\$ 89,008</b>	<b>\$ 99,198</b>		<b>\$ 409,877</b>	
	<b>CAP</b>	Ankeny Street	\$ 1,303	\$ 909	\$ 109	\$ 754		\$ 3,075	
		Blue Water Ventures			\$ 67	\$ 0		\$ 67	
		California Canoe & Kayak	\$ 5	\$ 25	\$ 23	\$ 5		\$ 57	
		HMB Kayak	\$ 6,392	\$ 2,595	\$ 2,932	\$ 4,896		\$ 16,814	
		Mooch Better Fishing	\$ 389	\$ 92	\$ 7	\$ 255		\$ 744	
		Huli Cat	\$ 1,793	\$ 1,022	\$ 123	\$ 944		\$ 3,882	
		Lucky Lindy Handicrafts	\$ 70	\$ 56	\$ 0	\$ 0		\$ 126	
		New Captain Pete	\$ 2,482	\$ 167	\$ 0	\$ 42		\$ 2,690	
		Sea Pure	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500		\$ 6,000	
		Walters Coastal Charters	\$ 581	\$ 88	\$ 0	\$ 302		\$ 970	
		A.C. Fishing Charters	\$ 164		\$ 0	\$ 0		\$ 164	
	<b>CAP Total</b>		<b>\$ 14,677</b>	<b>\$ 6,453</b>	<b>\$ 4,761</b>	<b>\$ 8,697</b>		<b>\$ 34,589</b>	
<b>PPH Total</b>			<b>\$ 133,213</b>	<b>\$ 109,588</b>	<b>\$ 93,769</b>	<b>\$ 107,895</b>		<b>\$ 444,466</b>	
<b>OPM</b>	<b>Lessee</b>	OPMV - Parcel B	\$ 6,284					\$ 6,284	
		OPMV - Parcel C	\$ 16,865					\$ 16,865	
		OPMV - Parcel D	\$ 11,384					\$ 11,384	
		OPMV - Parcel E	\$ 24,959					\$ 24,959	
		Oyster Point Yacht Club	\$ 690	\$ 375	\$ 1,586	\$ 350		\$ 3,001	
		WETA Ferry Terminal	\$ 16,636	\$ 16,636	\$ 16,636	\$ 16,636		\$ 66,546	
	<b>Lessee Total</b>		<b>\$ 76,818</b>	<b>\$ 17,011</b>	<b>\$ 18,223</b>	<b>\$ 16,986</b>		<b>\$ 129,038</b>	
	<b>CAP</b>	Action Sports SF	\$ 300	\$ 300	\$ 300	\$ 1,000		\$ 1,900	
		Bay Area Air Quality	\$ 195	\$ 195	\$ 195	\$ 195		\$ 780	
		Fathom Marine LLC		\$ 6,150	\$ 6,205	\$ 6,509		\$ 18,864	
		Prop SF	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700		\$ 10,800	
		Tideline Marine Group	\$ 84					\$ 84	
		Wind Over Water Kiteboarding	\$ 300	\$ 300	\$ 600	\$ 972		\$ 2,172	
		Donald Smith			\$ 9	\$ 0		\$ 9	
	<b>CAP Total</b>		<b>\$ 3,579</b>	<b>\$ 9,645</b>	<b>\$ 10,010</b>	<b>\$ 11,375</b>		<b>\$ 34,609</b>	
<b>OPM Total</b>			<b>\$ 80,396</b>	<b>\$ 26,656</b>	<b>\$ 28,232</b>	<b>\$ 28,362</b>		<b>\$ 163,647</b>	
<b>Grand Total</b>			<b>\$ 213,609</b>	<b>\$ 136,245</b>	<b>\$ 122,001</b>	<b>\$ 136,257</b>		<b>\$ 608,112</b>	



## Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** Julie van Hoff, Director of Administrative Services

**DATE:** September 18, 2019

**SUBJECT:** Special District Risk Management Authority Amendment to Health Benefit Program Memorandum of Understanding; Adopt Resolution 19-11

**Recommendation/Motion:**

Motion: Adopt Resolution No.19-11 (Attachment 1) approving the form of and authorizing the execution of a Memorandum of Understanding (MOU) and authorizing continued participation in the Special District Risk Management Authority's (SDRMA) Health Benefit Program.

**Background:**

On November 2, 2016, the District Board approved the execution of a MOU authorizing participation in the SDRMA Health Benefit Program. This program provides Health Benefits to management staff and their spouse and dependents; and eligible retired management staff and their spouse and dependents.

A letter dated August 1, 2019 (Attachment 2) was received by the District and requires an amendment to the MOU which must be executed by November 1, 2019. The amendment to the MOU is necessary for the Health Benefit Program to stay in compliance with the Affordable Care Act and the California State Association of Counties Excess Insurance Authority pool guidelines.

**Attachments:**

1. [Resolution No.19-11](#)
2. [SDRMA letter dated 8/1/19 and amendments to MOU](#)

**RESOLUTION NO. 19-11**

**A RESOLUTION OF THE OF THE (GOVERNING BODY) OF SAN MATEO COUNTY  
HARBOR DISTRICT APPROVING THE FORM OF AND AUTHORIZING THE  
EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING  
PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S  
HEALTH BENEFITS PROGRAM**

**WHEREAS, San Mateo County Harbor District** , a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

**WHEREAS**, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

**WHEREAS**, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

**WHEREAS**, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:**

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to

consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 18th day of September 2019 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**BOARD OF HARBOR COMMISSIONERS**

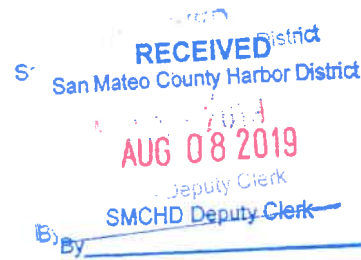
\_\_\_\_\_  
Sabrina Brennan, President

**ATTEST:**

\_\_\_\_\_  
Debbie Gehret, Deputy Secretary

August 1, 2019

Mr. Kin Yip Chan  
Billing  
San Mateo County Harbor District  
Post Office Box 1449  
El Granada, California 94018



**Amended Memorandum of Understanding**

Dear Mr. Chan,

At the June 26, 2019 SDRMA Board Meeting, the SDRMA Board of Directors approved amendments to the Memorandum of Understanding (MOU) between your agency and SDRMA. The amendments were made to align the MOU with IRS guidelines, the Affordable Care Act and the CSAC-EIA pool guidelines. CSAC-EIA is the organization that provides coverage for the Health Benefits program.

Your entity participates in SDRMA's Health Benefits program and has previously executed the Memorandum of Understanding (MOU) and Resolution when your entity joined SDRMA's Health Benefits program. Included in the MOU is the following section: AMENDMENT OF MEMORANDUM. This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.

To follow the above MOU guideline your governing body must execute the enclosed MOU and Resolution and return the original MOU and Resolution to SDRMA by **November 1, 2019**. If your entity does not return the MOU and Resolution to SDRMA by **November 1, 2019** your entity will be deemed as withdrawn and benefits will be terminated effective **January 1, 2020**.

If SDRMA has not received your entity's MOU and Resolution by October 1, 2019 we will send an email to your attention inquiring when the MOU and Resolution will be sent to SDRMA.

In the MOU under section 4 it refers to SDRMA Program Administrative Guidelines. The Administrative Guidelines can be found on the SDRMA MemberPlus Portal at [www.sdrma.org](http://www.sdrma.org). If you are already registered on the MemberPlus Portal you do not need to re-register. If you are not already registered on the MemberPlus Portal, please find enclosed instructions of how to register. Once you are registered and login, the Administrative Guidelines can be found under the following pathway: Document Library>Health Benefits>Administrative Guidelines.

Please contact us at 800.537.7790 or at [healthbenefits@sdrma.org](mailto:healthbenefits@sdrma.org) if you have any questions regarding the MOU and/or Resolution. Thank you for your continued participation in the Health Benefits Program!



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141 or 800.537.7790 \* F 916.231.4111

**Maximizing Protection. Minimizing Risk. \* [www.sdrma.org](http://www.sdrma.org)**

Sincerely,  
Special District Risk Management Authority

Alana Little  
Health Benefits Manager

Enclosures: Memorandum of Understanding  
Resolution  
MemberPlus Registration instructions  
Return Address Envelope

---

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.**

**WHEREAS**, on August 1, 2006, SDRMA was appointed administrator for the purpose of enrolling small public entities into the CSAC - Excess Insurance Authority Health's ("CSAC-EIA Health") Small Group Health Benefits Program (hereinafter "PROGRAM"); and

**WHEREAS**, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by CSAC-EIA Health Committee for the PROGRAM (the "COMMITTEE") and not SDRMA; and.

**WHEREAS**, ENTITY desires to enroll and participate in the PROGRAM.

**NOW THEREFORE**, SDRMA and ENTITY agree as follows:

1. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. **ENTRY INTO PROGRAM.** ENTITY shall enroll in the PROGRAM by making application through SDRMA which shall be subject to approval by the PROGRAM's Underwriter and governing documents and in accordance with applicable eligibility guidelines.
3. **MAINTENANCE OF EFFORT.** PROGRAM is designed to provide an alternative health benefit solution to all participants of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional). ENTITY public officials may participate in the PROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
4. **PREMIUMS.** ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, public officials, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants



and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

5. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to PROGRAM underwriter for approval.
6. **COVERAGE DOCUMENTS.** Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.
7. **PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
8. **ASSESSMENTS.** Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:
  - a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
  - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must

be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.

- c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
  - d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.
9. **WITHDRAWAL.** ENTITY may withdraw subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY may rescind its notice of intent to withdraw. Once ENTITY withdraws from the PROGRAM, there is a 3-year waiting period to come back into the PROGRAM, and the ENTITY will be subject to underwriting approval again.
  10. **LIAISON WITH SDRMA.** Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.
  11. **GOVERNING LAW.** This MEMORANDUM shall be governed in accordance with the laws of the State of California.
  12. **VENUE.** Venue for any dispute or enforcement shall be in Sacramento, California.
  13. **ATTORNEY FEES.** The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
  14. **COMPLETE AGREEMENT.** This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement of the ENTITY.
  15. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
  16. **AMENDMENT OF MEMORANDUM.** This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.
  17. **EFFECTIVE DATE.** This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA.

18. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: August 1, 2019

By: *Laura S. Gill*

Special District Risk  
Management Authority

Dated: \_\_\_\_\_

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

San Mateo County Harbor District



## Staff Report

**TO:** Board of Harbor Commissioners  
**FROM:** John Moren, Interim General Manager  
**DATE:** September 18, 2019  
**SUBJECT:** Monthly Capital Projects Update

**Recommendation/Motion:**

Receive Monthly Capital Projects update.

**Fiscal Implications/Budget Status:**

All Capital Projects are budgeted appropriately.

**Capital Projects Update:**

- **PPH Johnson Pier Reconfiguration, H-Dock and Fuel Dock Replacement Project: Initiated Jan. 2017**
  - H-Dock replacement meeting to gain input from public/tenants/stakeholders was held January 23, 2018 at the HMBYC.
  - Public input was addressed in a new drawing and sent with an additional questionnaire to all H-Dock tenants on March 21, 2018.
  - Addressed input gathered at first meeting and from questionnaire for H-Dock replacement. Second public meeting held May 15, 2018 at the HMBYC.
  - Terminus reconfiguration preliminary stakeholder/public meetings held on May 29, 2018 and July 17, 2018 to gather input/ideas on needed alterations.
  - Design/engineering consultant M&N provided a project update at the March 20, 2019 Board meeting, along with proposal to combine Johnson Pier Terminus Reconfiguration so that programmatic permitting can be made most cost efficient.
  - Consultant M&N working on D&E and permitting.
  
- **PPH Johnson Pier Timber Platform Piling Repair Project: Initiated Mar. 2019**
  - Project to be completed as soon as possible to stabilize the timber platform until the reconfiguration construction can take place.
  - Consultant M&N working on Design/Engineering/Permitting.

- **PPH Fishing Pier Repair and Access Walkway Rehabilitation: Initiated Mar. 2017**
  - Consultant M&N working on Design/Engineering/Permitting.
  - Initial drawings and technical memos submitted for review 2/22/18
  - 65% submittals reviewed May 2<sup>nd</sup>, consultant working on revisions.
  - CDP, NWP, and NOI applications submitted on June 22, 2018.
  - CCC CDP waiver approved in October 2018.
  - 95% tech specs for ITB are being completed.
  - Design/engineering consultant M&N provided a project update at the March 20, 2019 Board meeting.
  - Invitation for Bid sent out 6/5/19.
  - Lowest qualified bid was accepted 8/21/19.
  
- **PPH West Trail Shoreline Protection Project: Initiated May 2015**
  - Geotech testing, core sampling, took place 11/6/17. CCC issued an Incomplete Filing Status on 1/17/18. Consultant currently revising Project plans and addressing CCC concerns.
  - Met with GHD and their sub-consultant at West Trail on 2/15/18 to discuss soil nail wall construction methods for further submittals to CCC.
  - GHD provided update presentation to Public/Board at April 18, 2018 BoC Meeting.
  - Consultant GHD directed to re-look at beach nourishment alternatives with emphasis on Living Shoreline options per CCC Incomplete Filing Status notification letter. GHD working with Program Manager to apply for Coastal Conservancy Grant for funds assist.
  - Project consultants GHD/ESA provided a project update and proposal for Board consideration at the April 17, 2019 Board meeting. Proposal was approved, GHD/ESA Team working on design, engineering and permitting.
  - Draft Project site ecology memo from Dr. Peter Baye being reviewed by team. Can be shared with district. Rookery survey complete and memo being drafted by GHD. Eelgrass survey complete (no eelgrass within our site). Topo/Bathy survey undergoing QC by ESA team, should be available in next month. Evaluating DWR flood protection grant draft guidelines. Drainage options are being formulated and making our way towards a recommended solution.
  - GHD Team to give update presentation 10/16/19.
  
- **PPH Launch Ramp Dredge Project: Initiated May 2016**
  - Bid Docs 80% complete, awaiting final tech specs CDP submittal. Additional sediment testing was required for use of airport property.
  - Project approved for Disaster Relief Funding by FEMA/CalOES
  - FAA approved staging site within airport boundary.
  - Sediment removed will be beneficially re-used either at Surfers Beach or West Trail.
  - Airport ground lease for sediment staging has been approved.
  - Additional Wetlands Delineation study was found to be necessary, in progress.
  - Project Invitation for Bid advertised March 2019.

- Single bid received is being evaluated by design/engineering team.
  - Single bidder revised bid lower, being brought to Board for consideration 6/19/19.
  - Dredge operation completed, sediment staged at HMB Airport, remaining scope to monitor sediment and remove fencing will be ongoing until sediment beneficially re-used.
- **PPH RV Park Restroom Project: Initiated Nov. 2017**
    - Consultant working on survey and initial drawings. Met with City of Half Moon Bay and CCC on June 1<sup>st</sup>.
    - Discussed project with CCC on October 3, 2018.
    - HMB Study Session held Jan 8, 2019.
    - Met with City of Half Moon Bay and tenant on Jan 25, 2019, discussed public input from Study Session and potential preferred site location.
    - Met with John Mathews Architects April 1, 2019 to put together alternative drawings for later consultation w/ City of HMB.
    - Preferred alternative considered at 6/19/19 Board meeting.
    - CDP approved, RFP for D&E and permitting underway.
- **PPH Harbormaster's Office Alterations Project: Initiated Oct. 2017**
    - Project approved by Board at Dec '17 meeting. Tech Specs, Bid Docs and permitting in progress.
    - Preliminary construction drawings currently at 90% completion, CCC/CDP Waiver approved.
    - Consultant and staff working on construction Invitation for Bid docs.
    - IFB advertised 9/4/19.
- **PPH West Trail Restroom and Pave Parking Lot: Initiated Mar. 2018**
    - Project was on hold due to conflicting adjacent parking lot repair project.
    - Project will progress at Board direction after Master Plan has been vetted.
- **PPH Parking Lot B, C2, C3 Repair Project: Initiated May 2018**
    - Slurry/stripe project schedule pushed out due to conflict with Sidewalk Expansion priority project.
    - Project planning will resume after policies for long term oversize vehicle use in lot have been vetted.
- **Surfers Beach Sand Replenishment Pilot Project: Initiated Oct. 2015**
    - Consultant working closely with Sanctuary staff to move forward, clarification request letters sent 11/7/17. Staff attended MBNMS Advisory Council meeting in Monterey December 15, 2017.
    - Staff and consultant hosted combined agency, meeting on site 2/26/18. USACE, Sanctuary, CCC, EPA reps in attendance.
    - Consultant Damitz met with USACE, NOAA and GFNMS on 5/3/18 to discuss monitoring strategy.
    - Consultant Damitz presented Project update at May 23, 2018 Board meeting.

- DBW Grant approved, Board approved Grant Agreement at May 23, 2018 meeting.
- Engineering and Sediment Sampling/Analysis RFP submissions opened on 8/14/18. Highest ranked respondents awarded contracts.
- Technical Advisory Group to meet November 8, 2018.
- Meeting with regulatory authorities to discuss permitting occurred January 31, 2019.
- Consultant Damitz provided Board update on April 2019. Tech Specs and permitting in progress.
  
- **PPH EV Parking Spaces Project: Initiated June 2019**
  - Two EV parking spaces included as requirement in RV Park Restroom CDP/RFP. Will be looking into additional EV sites.
  
- **PPH Habitat Restoration at West Trail Project: Initiated June 2019**
  - Initiated research into compiling an RFP for D&E and permitting.
  
- **PPH Coastal Trail Improvement Project: Initiated June 2019**
  
- **OPM Dock 12 (13,14) / East Dock Replacement: Initiated Mar. 2018**
  - Project design/engineering RFP has been completed. Project will proceed in accordance with Board direction and MOU terms.
  
- **Signage/Wayfinding Program Project: Initiated Jun. 2018**
  - Project will include a programmatic plan for new aesthetically pleasing interpretive signage/wayfinding consistent with ADA guidelines. Project will proceed at Board direction after Master Plan has been vetted.



## Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** Julie van Hoff, Director of Administrative Services

**DATE:** September 18, 2019

**SUBJECT: Draft 2019 Strategic Plan and Mission Statement options; adoption**

**Recommendation/Motion:**

Recommendation: Receive presentation from consultant Martin Rauch. Review and comment on draft Strategic Plan and consider changes to current Mission Statement.

Motion 1: Adopt Strategic Plan (including any proposed revisions, if applicable).

Motion 2: Adopt new Mission Statement and incorporate into the Adopted Strategic Plan (if applicable).

**Policy Implications:**

The proposed Draft 2019 Strategic Plan is the highest-level planning document and represents the Board's direction for the future. The Plan identifies the District's mission, vision, and core values, while providing a set of goals and objectives that serves as a framework for decision-making.

**Fiscal Implications/Budget Status:**

None

**Background:**

The Harbor Commission began the strategic planning process in January 2018. Two Public Workshops were held in November 2018. A Harbor Commission Workshop was held on February 8 to discuss District goals and priorities. On April 11, 2019, a draft Annual Goals Document and discussion of the relationship between annual and strategic goals was presented to the Harbor Commission for review and comment. A Special Meeting was held on June 6, 2019 to Review and Finalize Annual Goals and Objectives, evaluate current Mission Statement, comment on draft Vision Statement and begin development of District Values.



The attached Draft 2019 Strategic Plan and Mission Statement options are presented for further comment and consideration for final adoption.

**Attachments:**

1. [Draft 2019 Strategic Plan](#)
2. [Mission Statement Options](#)



# SAN MATEO COUNTY HARBOR DISTRICT

August 2019



Prepared by: Rauch Communication Consultants Inc.

## DRAFT 2019 STRATEGIC PLAN

504 Avenue Alhambra, Ste. 200 • El Granada CA 94018

## **Board of Commissioners**

Sabrina Brennan, President

Edmundo Larenas, Vice President

Nancy Reyerling, Secretary

Tom Mattusch, Treasurer

Virginia Chang Kiraly, Commissioner

## **District Management Staff**

John Moren, Interim Executive Director

Julie van Hoff, Director of Administrative Services

## **Consultant**

Martin Rauch, Managing Consultant

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# Introduction

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## Purpose of the Plan

**Planning is strategic when it helps move an organization forward from its current situation to its desired future.**

This Strategic Plan is San Mateo County Harbor District's highest-level planning document and represents the Commission's direction for the future.

The resulting plan identifies the District's mission, vision, and core values, while providing a set of goals and objectives that serves as a framework for decision-making.

The Strategic Plan is also a practical working tool that provides clear direction to the staff regarding the Commission's goals and objectives, and includes an Implementation Plan developed by the staff to meet those goals and objectives. As such, it is referred to regularly as a guide to District actions during the period covered.

To keep it fresh, the plan must be updated periodically and rolled forward so that there is always a multi-year guide to the future.

## Strategic Planning Process

The strategic planning process is described below.

**Initial Research and Interviews.** The project began with a review of background documents and 17 confidential one-on-one interviews with directors, staff members, and stakeholders, including citizens and representatives of outside organizations that work with and are familiar with the District.

**Workshop Facilitation.** The strategic planning process included development of Annual Goals for 2019 that were folded into the multi-year Strategic Plan. The process included five Commission workshops and two community forums held between January 2018 and June 2019.

**Staff Implementation Planning.** Once the Commission goals and objectives were completed in the Commission workshops, the District's management team and staff worked with the consultant to develop an Implementation Plan designed to meet the District's mission as well as the strategic goals and objectives developed by the Commission.

## Strategic Framework

The Strategic Plan is built from a series of logical components, described and shown in the graphic below.

**Key Areas of Change.** The District has effectively carried out its mission for decades. Periodically, the Commission pauses to consider future challenges and opportunities as part of the strategic planning process. The resulting Strategic Plan focuses on actions and priorities that are critical to the District's future success.

**Mission.** The mission statement explains why the organization exists. It articulates the organization's essential work in a brief sentence or two.

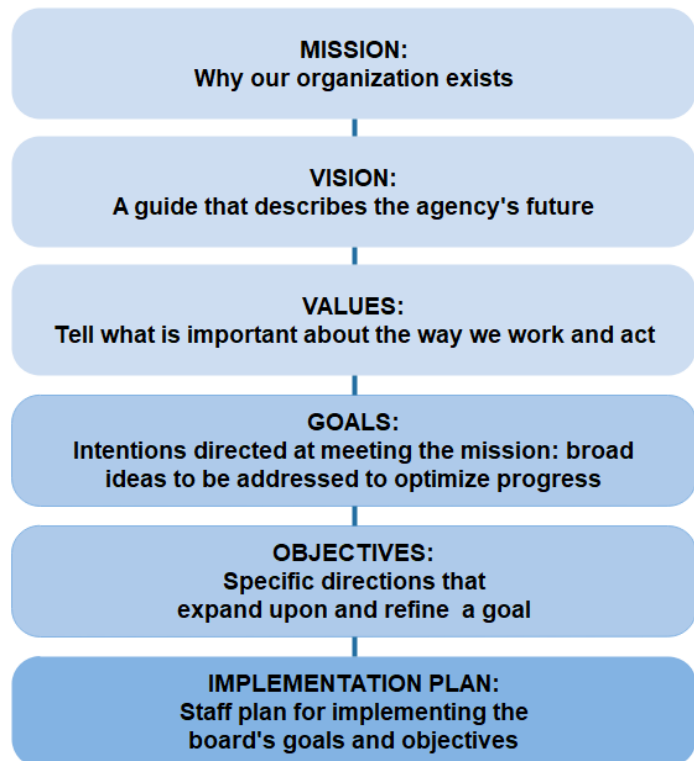
**Vision.** The vision articulates what the organization will become at a given time in the future. It is the strategic target which, when achieved, fulfills the organization's mission. As such, it is at the heart of the strategic planning process.

**Values.** Values provide guidance when an organization is faced with challenging decisions that require trade-offs. Values are set by the Commission, govern attitudes and behaviors, and generally remain constant over time.

**Goals.** Goals describe broad, primary areas of management, operations, and planning that need to be addressed in order to accomplish the mission. Goals are not connected to timelines.

**Objectives.** Objectives are specific directions, established by the Commission, which expand upon and refine the goals. There may be multiple objectives for each goal. Objectives are SMART: Specific, Measurable, Attainable, Related to Goals, Time Certain.

**Implementation Plan.** The Implementation Plan contains measurable actions required to accomplish the mission, goals, and objectives. The actions in the plan are assigned to individuals or departments and have precise timetables. There may be multiple tasks for each objective.



# Mission, Vision, and Values

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## Mission

*Serve San Mateo County’s residents, District businesses, and visitors through high-quality, accessible marina and harbor facilities and services, excellent stewardship of the ocean and bayfront, and effective environmental advocacy.*

**WORKSHOP QUESTION (THIS WILL BE DELETED AFTER COMMISSION REVIEW)**

Below are questions that can be used to test the mission statement

1. The purpose of the organization (PURPOSE)
2. Who it serves (WHO)
3. What are we doing to address these needs? (WHAT -- The work)
4. How it measures Success or Excellence (SUCCESS)

**THESE ARE PHRASES FROM THE COMMISSION IN A WORKSHOP (THIS WILL BE DELETED AFTER COMMISSION REVIEW)**

<b>WHO</b>	<b>WHAT</b>	<b>PURPOSE</b>
Fishing industry	Marina	Public access to the ocean and the bay
<b>Fishing community</b>	Buy fish	Experience wildlife
Charter Fleet	Recreational fishing	Recreation: fishing, surfing, walking, dining
Commercial and recreational fishing community	<b>EXCELLENCE</b>	Stewards of the environment
Recreational boaters: human-powered crafts	Environmentally responsible	Advocates for the environment: active role in protecting
General Public	Range of services	Education
Global community of users	World-Class	
	Safe, clean, well-managed	



## Vision

*The San Mateo County Harbor District effectively balances recreational and commercial use, public access for residents and visitors, and environmental stewardship for future generations.*

- *We provide excellent facilities and services for our commercial fishing fleet and advocate for sustainable practices to ensure thriving fisheries and ecosystems.*
- *We provide a wide range of services for boaters, tourists, and residents, including excellent facilities and shops, annual boating events, and other coastal activities.*
- *We ensure the coastline, harbor, and marina facilities are safe, convenient, and accessible for all visitors, including underserved communities.*
- *We cooperate with other agencies to provide public education and environmental leadership.*

### **Workshop Comments** (THIS WILL BE DELETED AFTER COMMISSION REVIEW)

Below are selected comments from the Commission's discussion about vision from which the above was partially derived.

- *SMCHD operates world-class marine facilities with recreational and environmental facilities and services and implements strong environmental stewardship.*
- *Marine, recreational and environmental facilities, including marinas, trails, retail....*
- *Environmental Gateway*
- *Its commercial fishing fleet is thriving.*
- *Passive recreation: strolling, bird watching*
- *Active recreation: kayaking, surfing*
- *Transit access is poor to the harbors. Coastal Access for all*
- *Offers access and value to all San Mateo County Residents*
- *Harbor that balances recreational and commercial use with environmental stewardship and public access.*
- *Access to the coast by underserved communities*
- *Education about environment and fisheries*
- *Environmental justice*

## Core Values

### **Draft Core Values:**

*The Harbor District Commission and staff are committed to and guided by the following core values in everything we do:*

**Teamwork** – *The Commission, staff and public offer ideas and ways to work together to improve the District and benefit the people and businesses we serve.*

**Creativity** – *Our management of the harbor is guided by our vision for the future, not our habits of the past.*

**Equality** – *We accept nothing less than equal access to all harbor facilities, employment opportunities, and services for everyone.*

**Environmental Leadership** – *The Ocean and Bay power our atmosphere, feed our families, and restore our spirits. We are good stewards and courageous advocates for our shared environment.*

**Safety** – *We are committed to the safety of all harbor users, including the commercial fishing and boating fleets, harbor businesses, visitors, and staff.*

**Accountable** – *We are answerable to the public and to future generations, and always act responsibly and transparently.*

### **SOME BACKGROUND ON VALUES (THIS WILL BE DELETED AFTER COMMISSION REVIEW)**

*In simple terms, we could define values as what we consider important—what we believe is right. In business and government, core values are those principle that are ingrained, are a source of an organization’s distinctiveness and are not compromised for economic or other gain.*

#### HOW CORE VALUES ARE USED.

- Clearly stating core values helps every employee implement their work in line with the organization’s values.
- Values statements can be written as questions which can be posed to help make difficult decisions.
- Values can be used to help make hiring decisions by evaluating prospective employees on shared values.

### **SOME OF THE VALUES COMMISSION ARTICULATED IN A WORKSHOP. There was also some discussion. (THIS WILL BE DELETED AFTER COMMISSION REVIEW)**

- Approachable
- Open minded
- Respectful
- Not bound by convention
- Hard work
- Teamwork
- Doing the right thing
- Equality -- fairness, gender, racial, equal opportunity
- Equal Access --Inclusiveness – including not excluding
- Environmental Leadership

# Goals, Objectives, and Implementation Plan

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## Introductory Notes

**Key Areas of Change.** This Strategic Plan focuses only on key areas where there is change or a desire for additional clarity of direction. Numerous existing and ongoing initiatives, programs, and actions are not incorporated into this plan.

**Priorities.** The notation “(High)” after an action indicates a high-priority action. A high priority is defined as a “must do” that is not receiving adequate attention from staff due to inadequate resources or a new or additional effort for staff to undertake to fulfill a critical goal or objective. Some actions are urgent in terms of timing but are not necessarily a high priority. For example, it is urgent to get out payroll in the next few weeks but not a high strategic priority, just a workaday task.

**Timing.** Goals and objectives marked “annually” or “ongoing” will be reported on at least once each year during the budget planning season. This will allow the General Manager to use the feedback received from the Commission when preparing the new fiscal year budget.

**Implementation.** Staff developed a complete set of initiatives to implement the goals and objectives. The implementation actions are summarized on the following pages, indicated by third-level numbering (such as 1.1.1) with non-bold type.

**Notes.** Notes provide additional detail on Commission direction and/or details useful to staff implementation.

## Summary of the Goals, Objectives, and Implementation Plan

### **GOAL 1: Comprehensive, Long-Range Planning Guides District Actions and Decision-Making**

#### **OBJECTIVE 1.1: A strategic plan is in place and updated every two years. HIGH**

1.1.1: Complete the Strategic Plan. (Date, Committee)

1.1.2: CIP Projects in the Budget should reference Strategic Plan goals & objectives and/or the master planning projects. (Date, Committee)

### **GOAL 2: Infrastructure Improvements Are Guided by Comprehensive Long-Term Planning**

#### **OBJECTIVE 2.1: Facility upgrades are guided by a facilities/infrastructure master plan.**

2.1.1: Develop and implement a facilities master plan (Date, Committee)

2.1.2: Identify improvements to put on hold until a facilities master plan can incorporate them. (Date, Committee)

2.1.3: Staff will work with the Commission to prioritize facility projects. (Date, Committee)

2.1.4: Prioritized and approved projects will be implemented on time and on budget. (Date, Committee)

#### **OBJECTIVE 2.2: Annual priorities and an implementation plan are derived from the strategic and master plans, and adjusted to meet current needs.**

2.2.1: Complete the annual goals and draft Implementation Plan. (Date, Committee)

#### **OBJECTIVE 2.3: Programmatic planning is used where beneficial and practical.**

2.3.1: Each program and project is assessed early to determine if it is suitable for programmatic planning.

#### **OBJECTIVE 2.4: Ensure continuity of quality service and minimize disruption and costs following emergencies.**

2.4.1: Evaluate currently unplanned emergency scenarios and incorporate responses into emergency plans. (Date, Committee)

### **GOAL 3: Provide Excellent Customer Service**

#### **OBJECTIVE 3.1: Improve facilities.**

3.1.1: This will be implemented by the actions in Goal 2 (Infrastructure improvements are guided by comprehensive long-term planning). (Date, Committee)

#### **OBJECTIVE 3.2: Improve customer service.**

3.2.1: Improve challenges caused by harbor staff's multiple roles (enforcement, rescue, and customer service). (Date, Committee)

3.2.2: Provide ongoing staff training on customer service. (Date, Committee)

#### **OBJECTIVE 3.3: Understand the needs and expectations of harbor visitors and potential visitors county-wide, and how best to serve them.**

3.3.1: Hold a Commission workshop to consider whether the District should be open to managing other harbors in the county and under what circumstances. (Date, Committee)

3.3.2: Develop programs to increase access to the Harbor and Marina by underserved communities and those with disabilities. (Date, Committee)

## **GOAL 4: Enhance Public Safety**

### **OBJECTIVE 4.1: Engage citizens in safety training and programs.**

4.1.1: Develop and implement training for the public on big wave surfing rescue and first aid. (Date, Committee)

4.1.2: Provide tours at the harbor to teach public safety. (Date, Committee)

4.1.3: Provide opportunities to obtain "California Boaters' Safety Card." (Date, Committee)

## **GOAL 5: Ensure That the Public Is Well Informed about the District**

### **OBJECTIVE 5.1: Increase public outreach.**

5.1.1: Develop a strategic communication plan. (Date, Committee)

5.1.2: Implement an outreach program. (Date, Committee)

## **GOAL 6: Ensure Good Governance and Administration**

### **OBJECTIVE 6.1: Policies and ordinances are up-to-date.**

6.1.1: Systematically review and update policies. (Date, Committee)

6.1.2: Review and update ordinances. (Date, Committee)

### **OBJECTIVE 6.2: A permanent General Manager is in place.**

6.2.1: Recruit and retain a new General Manager. (Date, Committee)

### **OBJECTIVE 6.3: Staff has the necessary resources to meet District goals and priorities.**

6.3.1: Improve staff development. (Date, Committee)

6.3.2: Research, purchase, install, and utilize Enterprise Resource Planning (ERP) software. (Date, Committee)

### **OBJECTIVE 6.4: Foster equality, inclusion, equal access, and equal pay.**

6.4.1: Develop equality, inclusion, equal access, and equal pay policies. (Date, Committee)

6.4.2: Develop an annual diversity report. (Date, Committee)

6.4.3: Incorporate equality, inclusion, and equal access language into permits and lease agreements. (Date, Committee)

6.4.4: Prepare and present annual diversity report to the Commission at a public meeting. (Date, Committee)

6.4.5: Develop a diverse and inclusive workforce. (Date, Committee)

### **OBJECTIVE 6.5: Improve commissioner governance, teamwork, and communication with staff.**

6.5.1: Commission, with staff support, will conduct an annual review to seek ways of improving its efficiency and effectiveness. (Date, Committee)

6.5.2: Maintain conformance with the CSDA Transparency Certificate of Excellence. (Date, Committee)

## **GOAL 7: Ensure Fiscal Responsibility (Strong Finances and Financial Management)**

### **OBJECTIVE 7.1: Debt is managed appropriately.**

7.1.1: Develop a debt policy. (Date, Committee)

### **OBJECTIVE 7.2: District follows established policies to ensure future leases and contracts are fair and beneficial.**

7.2.1: Evaluate and develop policy outlining various contract terms to ensure they are fair and beneficial to all involved. (Date, Committee)

### **OBJECTIVE 7.3: Seek to improve existing lease contracts.**

7.3.1: Evaluate all legacy lease contracts to identify opportunities to better enforce or improve lease contracts. (Date, Committee)

### **OBJECTIVE 7.4: Continue to improve financial reporting.**

7.4.1: Update the budget plan to achieve the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CAFR). (Date, Committee)

7.4.2: Develop new reporting methods and consider holding workshops to improve the Commission's understanding of District finances. (Date, Committee)

## **GOAL 8: Environmental Stewardship**

### **OBJECTIVE 8.1: Improve resiliency to climate change crises.**

8.1.1: Develop and implement a climate change crisis resiliency plan. (Date, Committee)

### **OBJECTIVE 8.2: Ensure strong environmental stewardship.**

8.2.1: Develop and implement an environmental sustainability plan. (Date, Committee)

## Detailed Goals, Objectives, and Implementation Plan

### GOAL 1: Comprehensive, Long-Range Planning Guides District Actions and Decision-Making

**Strategic Challenge.** Completing the Strategic Plan is the first step that will lead to developing Master and Climate Change Crisis Resiliency Plans in order to improve planning, efficiency, and effectiveness and speed the permitting process. In addition, permitting and grant funding organizations favor harbors that follow strategic, master, and programmatic planning approaches.

**OBJECTIVE 1.1: A strategic plan is in place and updated every two years.**

1.1.1: Complete the Strategic Plan. (Date, Committee)

1.1.2: CIP Projects in the Budget should reference Strategic Plan goals & objectives and/or the master planning projects. (Date, Committee)

## GOAL 2: Infrastructure Improvements Are Guided by Comprehensive Long-Term Planning

**Strategic Challenge.** Much of the District’s infrastructure is past its useful life and needs to be modernized to meet customer and stakeholder needs and environmental sustainability requirements, and to withstand natural disasters. The District’s operations and facilities management are both strong. There is, however, a need to improve plans for dealing with emergencies such as those caused by climate-change-driven sea level rise and tsunamis. The Commission and staff have prioritized planning and funding of infrastructure improvements for the past several years. While progress has been made, there have been regulatory delays and there is a need for an overall master plan.

The objectives below must be consistently carried out into the future to achieve the goal above.

### **OBJECTIVE 2.1: Facility upgrades are guided by a facilities/infrastructure master plan.**

2.1.1: Develop and implement a facilities master plan. (Date, Committee)

NOTES: Begin the request for proposals process immediately, and implement once the new General Manager is in place. The goal is high-quality, modern facilities that reliably and efficiently serve lessees, harbor users, and visitors, cost-effectively and in an environmentally sound manner.

2.1.2: Identify improvements to put on hold until a facilities master plan can incorporate them. (Date, Committee)

NOTES: The infrastructure at Pillar Point Harbor needs substantial upgrade and replacement. Numerous projects have been identified and are in some stage of planning, permitting, or construction. It is a priority of the District to continue to make progress on the infrastructure improvements. At the same time, it is critical that the improvements not be piecemeal—staff and the Commission must identify what makes sense to be done in the near-term and what should wait for a larger master planning effort.

Projects that should wait for the Master Plan include the Harbormaster’s Office, Restrooms in West Harbor (tenant), coastal trail improvements, and the Retail Center.

The key projects identified by the Commission for upgrades or replacement include the commercial marina (H, G, G); Johnson Pier; the recreational marina; plumbing and electrical; improving wayfinding; addressing ADA; restrooms; dredging and beach replenishment fuel dock; District-Owned Administration; need to surface parking at West Shoreline trail; a permanent restroom; coastal trail improvements, including West Shoreline Trail Restroom & Parking Lot; parking and EV car charging; administrative headquarters.

Also, see Objective 3.1, Improve facilities to improve service. Improvements must result in better usability and user experiences for workers, visitors, and lessees as well as address safety.

Public Safety issues include:

1. The parking issue (too far from harbor for people to carry heavy things).
2. For public, workers, and fisherman: It is important for visitors, including those with disabilities, to experience a real working commercial harbor, and purchase seafood direct from the vessels, in a safe manner that does not adversely impact important operations that are happening on the pier.
3. Special concern about the wood pilings in the area near the freezers on the dock, or the “wood dock landing.”



2.1.3: Staff will work with the Commission to prioritize facility projects. (Date, Committee)

2.1.4: Prioritized and approved projects will be implemented on time and on budget. (Date, Committee)

**OBJECTIVE 2.2: Annual priorities and an implementation plan are derived from the strategic and master plans, and adjusted to meet current needs.**

2.2.1: Complete the annual goals and draft Implementation Plan. (Date, Committee)

**OBJECTIVE 2.3: Programmatic planning is used where beneficial and practical.**

2.3.1: Each program and project is assessed early to determine if it is suitable for programmatic planning. (Date, Committee)

**OBJECTIVE 2.4: Ensure continuity of quality service and minimize disruption and costs following emergencies.**

2.4.1: Evaluate currently unplanned emergency scenarios and incorporate responses into emergency plans. (Date, Committee)

NOTES: The District must be able to keep operating under all circumstances. Currently the District lacks emergency plans that address things like tsunamis and climate-change-driven sea level rise; nor does it have an evacuation plan.

## GOAL 3: Provide Excellent Customer Service

**Strategic Challenge.** Lessees, fisherman, and others that interact with the District report increasing satisfaction with District responsiveness and service. Improving the infrastructure as described in Goal 2 will help improve the customer experience at the District's Harbors. The staff providing services on the docks and around the harbors as well as search and rescue and policing are strained to meet all these needs. The District needs to make changes to ensure staff can provide all these services with excellence. The goal is to provide quality services that meet the needs and expectations of customers, visitors, and other stakeholders.

The objectives below must be consistently carried out into the future to achieve the goal above.

**OBJECTIVE 3.1: Improve facilities.**

3.1.1: This will be implemented by the actions in Goal 2 (Infrastructure improvements are guided by comprehensive long-term planning). (Date, Committee)

**OBJECTIVE 3.2: Improve customer service.**

3.2.1: Improve challenges caused by harbor staff's multiple roles (enforcement, rescue, and customer service). (Date, Committee)

NOTES: The goal is to ensure that staff are seen as friendly and there to help, as well as providing policing and rescue services. (Date, Committee)

3.2.2: Provide ongoing staff training on customer service. (Date, Committee)

**OBJECTIVE 3.3: Understand the needs and expectations of harbor visitors and potential visitors county-wide, and how best to serve them.**

3.3.1: Hold a Commission workshop to consider whether the District should be open to managing other harbors in the county and under what circumstances. (Date, Committee)

3.3.2: Develop programs to increase access to the Harbor and Marina by underserved communities and those with disabilities. (Date, Committee)

NOTE: This may involve on-site safety, programming, and transportation to and from the Harbor. (Date, Committee)

## GOAL 4: Enhance Public Safety

**Strategic Challenge.** Boating, surfing, fishing, and other harbor and ocean activities around the Harbor and Marina pose safety issues. Encouraging the public to act safely and providing safety and rescue training will proactively prevent accidents and injuries.

**OBJECTIVE 4.1: Engage citizens in safety training and programs.**

4.1.1: Develop and implement training for the public on big wave surfing rescue and first aid. (Date, Committee)

4.1.2: Provide tours at the harbor to teach public safety. (Date, Committee)

4.1.3: Provide opportunities to obtain “California Boaters’ Safety Card.” (Date, Committee)

## GOAL 5: Ensure That the Public Is Well Informed about the District

**Strategic Challenge.** In addition to creating a pleasing physical experience for the District’s customers, there is a need to expand stakeholder communication, to gain engagement and feedback on what is important to various users and stakeholders and to build understanding and support county-wide for the District’s programs and mission.

The objectives below must be consistently carried out into the future to achieve the goal above.

**OBJECTIVE 5.1: Increase public outreach.**

5.1.1: Develop a strategic communication plan. (Date, Committee)

NOTES: Consider incorporating these and other elements to the recently launched outreach program: social media; docent-led tours; educational tours for schools; live streaming on the internet; new branding; develop a history of the District; and county-wide grant-funded educational programs.

5.1.2: Implement an outreach program. (Date, Committee)

## GOAL 6: Ensure Good Governance and Administration

**Strategic Challenge.** The District’s staff is dedicated, hardworking, and highly knowledgeable. However, a substantial amount of institutional knowledge is consolidated in older employees who are approaching retirement. In addition, staff is stretched thin. It is critical to recruit, develop, and retain a professional, collaborative, high-quality, motivated workforce, and for the Commission to provide effective governance.

The objectives below must be consistently carried out into the future to achieve the goal above.

### **OBJECTIVE 6.1: Policies and ordinances are up-to-date.**

6.1.1: Systematically review and update policies. (Date, Committee)

Lease policies: Provide Commission with a deeper understanding of lease length, leasing issues, and potential solutions. The updated policy should consider if and when land should be granted without fees and limit the ability to alter leases for individual tenants. Develop a records retention policy, unfunded liability pay down policy and wildlife protection policy. The District should also develop a personnel policy manual. Ensure policies are up-to-date. Provide information to the Commission on what staff policies are in place now and what is being worked on. Include an employment recognition policy (staff). Regarding the wildlife protection policy, Pillar Point Marsh is of special biological significance. Recreation within the harbor must be recognized as being within the Pacific Flyway. Anti-harassment, non-retaliation, and non-discrimination language for permits and lease agreements. Publish policies online.

6.1.2: Review and update ordinances. (Date, Committee)

### **OBJECTIVE 6.2: A permanent General Manager is in place.**

6.2.1: Recruit and retain a new General Manager. (Date, Committee)

### **OBJECTIVE 6.3: Staff has the necessary resources to meet District goals and priorities.**

6.3.1: Improve staff development. (Date, Committee)

INTENDED RESULT: fill positions with qualified people, orient, train and retain them appropriately, and ensure that institutional knowledge is gathered and transferred.

Does the District need more staff or consultants for the overall workload, including for engaging fully and effectively with various regulatory and administrative processes?

6.3.2: Research, purchase, install, and utilize Enterprise Resource Planning (ERP) software. (Date, Committee)

NOTES: Enterprise resource planning is a business process using integrated applications to manage the business and automate many back-office functions related to technology, services, and human resources. The District is in the process of evaluating ERP software. Comments related to ERP: Check with open.gov to see if they sell ERP software, since we already use some of their financial reporting services. Also compare to other vendors. Consider online billing and bill payment system and slip and receivable add-ons.

### **OBJECTIVE 6.4: Foster equality, inclusion, equal access, and equal pay.**

6.4.1: Develop equality, inclusion, equal access, and equal pay policies. (Date, Committee)

6.4.2: Develop an annual diversity report. (Date, Committee)

NOTES: Include the percentage of women, disabled, people of color on the Commission, management staff, and Harbor Patrol staff.

6.4.3: Incorporate equality, inclusion, and equal access language into permits and lease agreements. (Date, Committee)

6.4.4: Prepare and present annual diversity report to the Commission at a public meeting. (Date, Committee)

6.4.5: Develop a diverse and inclusive workforce. (Date, Committee)

**OBJECTIVE 6.5: Improve commissioner governance, teamwork, and communication with staff.**

6.5.1: Commission, with staff support, will conduct an annual review to seek ways of improving its efficiency and effectiveness.

INTENDED RESULT: A Commission that brings a variety of points of view, is able to deliberate and set direction for the District efficiently and receives support from all commissioners following each majority vote. Providing staff support for committees requires a lot of staff time and resources. Decisions about the number of committees, how often they meet, and for what purposes should keep this in mind.

6.5.2: Maintain conformance with the CSDA Transparency Certificate of Excellence. (Date, Committee)

## **GOAL 7: Ensure Fiscal Responsibility (Strong Finances and Financial Management)**

**Strategic Challenge.** The District’s financial position is strong, with excellent reserves, no debt, clear financial reporting, skilled financial staff, and oversight by a Finance Committee. However, the Commission seeks to further improve financial reporting and transparency, as well as to provide longer-term and more detailed financial planning. The District loses substantial revenue due to legacy contracts with lessees that don’t provide adequate revenue to sustain proper maintenance and services. It is imperative that the District update these contracts to provide fair and reasonable lease returns.

The objectives below must be consistently carried out into the future to achieve the goal above.

**OBJECTIVE 7.1: Debt is managed appropriately.**

7.1.1: Develop a debt policy. (Date, Committee)

**OBJECTIVE 7.2: District follows established policies to ensure future leases and contracts are fair and beneficial.**

7.2.1: Evaluate and develop policy outlining various contract terms to ensure they are fair and beneficial to all involved. (Date, Committee)

**OBJECTIVE 7.3: Seek to improve existing lease contracts.**

7.3.1: Evaluate all legacy lease contracts to identify opportunities to better enforce or improve lease contracts. (Date, Committee)

NOTES: The goal is to provide adequate returns to pay for proper harbor services and maintenance. Contracts should be fair to both the District and the vendor.

**OBJECTIVE 7.4: Continue to improve financial reporting.**

7.4.1: Update the budget plan to achieve the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CAFR). (Date, Committee)

INTENDED RESULT: Ensure that the Annual Financial Report is complete, transparent, and understandable so that the Commission, staff, and interested members of the public can assess the financial health of the District. Consider subscribing to open.gov.

7.4.2: Develop new reporting methods and consider holding workshops to improve the Commission’s understanding of District finances. (Date, Committee)

## GOAL 8: Environmental Stewardship

**Strategic Challenge.** The District must be prepared for a variety of potential impacts to the Harbor: rising sea level; incidents of severe weather; increased erosion; increased drainage of stormwater contaminants into the Harbor; and other related impacts.

The objectives below must be consistently carried out into the future to achieve the goal above.

### **OBJECTIVE 8.1: Improve resiliency to climate crises.**

8.1.1: Develop and implement a climate change crisis resiliency plan. (Date, Committee)

NOTES: Some specific areas to prepare for include impacts to docks and other infrastructure; an increased need for sand management in the harbor from increased sediment flow and storm action; a need for more resilient natural protective barriers and living levees rather than physical barriers that lead to sand depletion; linking the Climate Change Resiliency Plan to the Infrastructure Master Plan; mutual aid.

### **OBJECTIVE 8.2: Ensure strong environmental stewardship.**

8.2.1: Develop and implement an environmental sustainability plan. (Date, Committee)

NOTES: Ensure that facilities and operations support sustainable environmental practices in all arenas, especially in terms of protecting water quality, wildlife, and the general environment in and around the harbors. Habitat near the ice plant at Surfers Beach sand dunes needs restoration, as do Pillar Point Marsh and the small dunes by West Trail due to erosion in the harbor.

# Implementing the Plan

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## Monitoring, Implementation, and Oversight Actions

The District will take the following steps to ensure that the Strategic Plan is implemented and results are achieved:

- The District will publish the Mission, Vision, Values, Goals, and Objectives on posters and handouts and display them around the District.
- Staff will incorporate the Mission, Vision, Values, Goals, and Objectives into the employee handbook, as well as orientation and training materials for new employees and Commission and Committee members.
- General Manager will present the Strategic Plan to the entire staff so they are familiar with it and can better undertake their individual roles in fulfilling it.
- The management and supervisory team will actively implement the Implementation Plan.
- The management team will monitor and track Strategic Plan goals, objectives, and implementation actions.
- Commission committees will incorporate Strategic Plan monitoring as appropriate, and staff will provide an annual report to the entire Commission on progress in implementing the plan.
- Staff will reference Strategic Plan items on Commission meeting agendas as appropriate.
- The Commission, with staff support, will review and update the Strategic Plan every three years and roll it forward.

## Detailed Implementation Plan

A detailed Implementation Plan is being maintained in a separate spreadsheet by staff.



# Appendix

## APPENDIX A: Rating the District Today (from Workshop #1)

Before considering where the District wants to go in the future, it is important to understand where it is today. The group worked together to identify and rate a number of key features of the District as summarized below.

Each participant in the workshop was asked to rate various aspects of the District based on its current performance. Each participant selected aspects of the District to rate and graded them on a scale of 1 to 10 (10 being excellent). The average scores, along with the total number of votes in each category, are included at the top of each category.

Note that the individual comments summarized below are from January 2017. These comments do not necessarily represent views as of the date of this report or a consensus view of the District Commission.

BELOW ARE THE CATEGORIES AND RATINGS PROVIDED BY THE PARTICIPANTS	
<b>Avg. 8</b> 3 votes	<b>Staff Leadership and Development.</b> The District’s staff are dedicated and hardworking, with a strong General Manager who demonstrates effective leadership, keeps staff focused, and provides productive leadership development. The staff is stretched thin. There have been some complaints about Harbor Patrol staff, who can come across as intimidating.
<b>Avg. 7.2</b> 6 votes	<b>Finance.</b> The District has no debt and strong reserves as well great financial reporting and staff. The Finance Committee has made a good start but there is room for improvement. <u>A Comprehensive Annual Financial Report (CAFR) is highly desirable.</u> Leases are problematic, and ordinances and statutes need to be revised to address the issue of bad contracts.
<b>Avg. 6.4</b> 6 votes	<b>Customer Satisfaction.</b> Customer satisfaction is an area in which the District has been improving. Currently, people report that they are happy with finances but not the Commission, which impacts public perception. Complaints from tenants are low, but there are still issues with business that are caused by the District.
<b>Avg. 4.5</b> 2 votes	<b>Operational Resiliency and Emergency Planning.</b> The District must be able to keep operating under all circumstances. <u>Currently the District lacks emergency plans that address things like tsunamis and climate-change-driven sea level rise; nor does it have an evacuation plan.</u> The county plan is not working. More contracts through RFPs are needed as well as operational optimization. Additionally, the District needs an Environmental and Wildlife Sustainability Plan that improves water quality—currently a problem at both harbors—to address fuel docks, fuel tanks, and fuel lines.
<b>Avg. 4.1</b> 7 votes	<b>Infrastructure.</b> The District has an aging infrastructure that is past its useful life, including the dock infrastructure. This results in a less enjoyable user experience. Progress on this front is greatly needed and expected to begin in 2018. The Commission has started

supporting and funding infrastructure progress, which is an improvement. However, there have been regulatory delays and difficulty getting the momentum needed to complete capital projects. Some projects are being done as individual pieces of a larger whole without a comprehensive plan. Overall, there is strong desire to make progress and staff is making good strides.

**Avg. 3.8**  
5 votes

**Communication.** There is a need to improve both internal (including within Commission) and external communications. Suggestions include creating a communications policy, communicating the District’s role in emergencies, and getting tenant feedback and comments.

Good Transparency. The District is commended on its transparency and effort to ensure engagement and notices.

Weak Overall Communication and Poor Understanding and Support. The District does not have a good reputation and has received bad press. However, overall, the communication to the public is weak. The public does not know or understand the District’s role, which creates confusion and drama that hurts the District’s image. Poor understanding also challenges our sustainability. It is suggested that the District clarify its mission statement and communicate to the public what the District is, does, and provides. Website information should be improved.

Need to Obtain Feedback and Input. We don’t know what the broad public wants (voters, taxpayers, and others). The District should develop methods to obtain tenant feedback and comments and to respond. Profile for all maritime issues should be increased. We need history on the District, past general managers and past commissioners, and to update website with missing packets. Pillar Point serves the whole county, but we have never measured its use via marketing studies. District needs to be proactive on telling its story, be more outward focused and determine (using a marketing study) how to make it a better experience (e.g., address traffic, parking).

**Avg. —**  
1  
comment

**Harassment Policy.** The District needs to create a policy and procedures document that addresses situations where employees feel harassed so they can feel safe to report and address it with management. There have been reports of discrimination, marginalization, and scapegoating, and comments that the work culture is political and impacts everything. There is a tendency towards “one-up” retaliation and a blurring of opinions and facts. Opinions need to be respected.

## APPENDIX B: Challenges and Opportunities Facing the District (from Workshop #1)

Below is a list of key issues and challenges identified in the process that are expected to face the District in the future. Each participant was asked to predict what challenges and opportunities the District would confront in the future. That list follows:

### Infrastructure

#### *Challenges*

- Expanding Johnson Pier & infrastructure, traffic flow
- Infrastructure of all that exists at Pillar Point
- Owning Admin building
- Traffic/parking
- Manage conflicting uses—kite flyers vs. kayakers
- Need for county-wide Needs Assessment
- Bay Trail will get redone OP coastal access
- Coastal Trail through District is not there—needs designation, accessibility to strollers & wheelchairs, etc.
- Weather Events: West Trail erosion

#### *Opportunities*

- A greater number of visitors at Pillar Point
- Rebirth of Oyster Point Marina
- Need revenue generating facilities
- Will see more people at PP—an opportunity
- Rebirth OP marina opportunity—more innovative, creative, and more public serving
- Want more to contract vs. JPA at Oyster Point
- Support fleet, human-powered vessel group
- Enhance economic development
- Collaborate regionally
- Support business fleet, tourism
- Replace facilities & make new leases; force the issue/leases benefit

### Communication and Stakeholder Understanding & Support

#### *Challenges*

#### *Opportunities*

- Increase profile for all maritime issues

### Resiliency and Emergency Preparedness

#### *Challenges*

- Impact of climate change on fishery, marine mammals
- Climate change effects on Domoic acid and upwellings

- Addressing impacts of more severe weather
- Sea Level Rise: plan needed; approved sea level assessment

#### *Opportunities*

- Bring more contracts through RFPs

### Staff Leadership and Management

#### *Challenges*

- Succession planning
- Institutional knowledge—lots of staff with long service (100 years in 6 employees)
- Are new people coming quickly enough?
- Need for cross-training, training manuals
- Lack of diversity on Harbor Patrol: 1 woman

- Ineffective policy for dealing with harassment, discrimination, marginalization, and scapegoating
- Culture of politics affecting everything and tendency for one-up retaliation and ignoring opinions.

## APPENDIX C: Notes from Public Workshop (November 7, 2019)

Participant 1: Asked questions and made comments about the Memorandum of Understanding (MOU) with the City of South San Francisco and Community Facilities District (CFD) court case, both in regard to the schedule for the Strategic Plan. He stated that if the CFD is not formed, Oyster Point Marina could be shut down.

Participant 2: A climate action plan should be part of the Strategic Plan. Has anything progressed on this matter? Are there any elements in the Strategic Plan that address sea level rise and public safety issues related to climate change? There are also bumpy roads and heavy metals—not sure if the Commission/staff is thinking of these things.

Participant 3: Noted he's been swimming every day at OPM for 16 years, and was a representative of other OPM swimmers:

- What happened to the people who used to maintain the facilities?
- The water to the showers has been turned off.
- Someone used to come down and collect bay water samples regularly.
- It seems like the place is being let go and feels it should be maintained.
- Public safety concerns, people are relieving themselves in the bushes.

Commissioner 1: Offered Participant 3 contact info.

General Manager: Responsibility for the beach is the City of South San Francisco.

Participant 2: Swimmer could contact San Mateo County Department of Environmental Health about water quality testing.

Participant 4: Provided additional comments about the CFD:

- Have a study to see if the CFD Referenced Dornbusch report
- OPM profitability concerns, big decision, 2026 MOU end date
- Mentioned construction; there is discussion about possible damage to the Oyster Point Yacht Club; possible lawsuits
- Toxic site, aging infrastructure
- Stated that South San Francisco (SSF) City Manager Mike Futrell is on record saying that the Harbor District has relieved the City of SSF liabilities

Participant 2:

- We fund public services; profit is not the benchmark for public agencies.
- Tax revenues to OPM, just like tax revenues to PPH.
- OPM is an undesirable place to bring boats due to winds, there are a lot of issues like that. PPH is not necessarily going to make money for the District either.
- There is a need for a program to help underserved communities use the facilities—there is a current effort that gives free shuttle rides to people from East Palo Alto to parks and open spaces.

- The Strategic Plan process should be slowed down so that the items that have not been given consideration can be given consideration.
- Important to have draft MOU online for the public.

General Manager: The District can absolutely move that over to the Strategic Plan page.

Participant 2: Where would I find out about what is going to be built around there (OPM)?

General Manager: Project is currently owned by Kilroy Properties; they are the developers right now. Planning is in place for 500,000 square feet of office space. Other phases are also for office, but not in place. The residential plans that were floated are not in place now.

Commissioner 1: The Commission has not discussed the MOU. Spending a lot of money on the Strategic Plan project. This is a low turnout.

Participant 5: Has the District considered having meetings at OPM?

Commissioner 1: There is usually poor attendance at OPM meetings.

Participant 6: It's hard for people to get here this time of the day. We can get a lot of input if we put notices up at the Marine Science Center, Coyote Point, Redwood City Harbor.

Commissioner 2: As a Commissioner and as a District, we have not tried to reach out to greater San Mateo County. A large percentage do not know about the District, or that their taxes pay for half of it. We need to do that. District elections will take care of that.

Participant 4: One thing you can do is live stream on the internet. Minimal investment in equipment; might reach more people.

Commissioner 1: A new commissioner has been elected to the Commission; workshops should be rescheduled until new commissioner is seated. We don't want to exclude anyone.

## APPENDIX D: Notes from Public Workshop (November 13, 2019)

Participant 1: Has there been discussion about commercial operations; what are their issues, and what will keep them successful? People are receiving phone calls, but no survey; at the point in the process where people need to know the issues.

Commissioner 1: Read, for the record, a letter received November 13, 2018, from the Half Moon Bay Seafood and Marketing Association (HMBSMA). See below.

Participant 2: A charter boat operator said there are a lot of issues that need to be addressed. For the safety of the public, the parking issue needs to be addressed; parking has changed. Clients come at 4:00 – 5:00 in the morning, and there is no place to park; they are carrying rods, reels, tackle boxes from the parking lot to the Pier; it is too far to walk. The further away people park, the greater the likelihood something will happen and the greater liability we have. We lost to 2-hour parking. Maybe there should be no overnight parking; maybe daytime parking only. We are not trying to kick people out or anything. The sidewalk extension is nice and will be good for business.

Letter received November 13, 2018, from the Half Moon Bay Seafood and Marketing Association:

11/13/18

To: San Mateo County Harbor District

RE: Strategic Planning

As you know, the Half Moon Bay Seafood Marketing Association (HMBSMA) is made up of commercial fisherman members working out of Pillar Point Harbor, and our diverse membership represents many seafood producers of all gear types, harvesting all local target species, and operating all sizes of commercial fishing businesses

HMBSMA is pleased that SMCHD is engaging in a Strategic Planning process. As a major stakeholder in Pillar Point Harbor, we participated in the process that was put on hold in January of 2015 and are looking forward to engaging in the latest process, beginning with the community forums in November 2018. We appreciate that SMCHD is holding these forums to gather input and share progress on the process.

For many years, HMBSMA has provided public testimony and written correspondence to the San Mateo County Harbor District (SMCHD) requesting adequate study, transparency and stakeholder input into infrastructure change. We have been disappointed in the District's handling of these issues in the past, and hope that the strategic planning process will improve this for the future.

We feel it is important to point out that the aging infrastructure on Johnson Pier is in need of significant repairs and upgrades, and completion of some of this work should be prioritized.

We participated in initial meeting regarding improvements to H dock and a broader plan for repairs and replacements of all the docks on the commercial fishing side in January of 2018. We are unclear on the progress of this work, because it has not come back to the stakeholders as we had anticipated, and it does not appear that the work has begun. We would like to see an updated plan and timeline for this to be completed.

We are concerned about the wood pilings in the area near the freezers on the dock, or the "wood dock landing". The October 18, 2017 staff report listed the conditions of these pilings as "dire." We were supportive of a delay in this work a year ago, in hopes for a holistic plan for Johnson Pier; however, we seem to have had an unrealistic expectation of when this could be accomplished. We doubt the condition of these piling is less "dire" now than it was a year ago, so we would ask that

the suggested repair and budget put forward for in 2017 be reviewed and that this repair be prioritized for completion.

We have participated in some of the preliminary workshops regarding the overall design, and functionality of the Johnson Pier and the offloading areas for the long term. We would like to see this work go forward, but do not want this long term planning to stop all other needed repairs.

Finally, HMBSMA continues to be concerned about the safety of the public visiting our pier, as well as workers and fishermen. We believe it should be a top priority of SMCHD to improve access for the public, including those with disabilities, while maintaining industry access. It is important for visitors to experience a real working commercial harbor, and purchase seafood direct from the vessels, in a safe manner that does not adversely impact important operations that are happening on the pier.

Again, we believe there is a need for both short-term and long-term improvements to Johnson Pier, that will provide safe and efficient access to infrastructure for the commercial fishing fleet, fair and equal opportunities for all fish buying businesses, assured safety for all harbor visitors and users. We hope that the strategic planning process underway will be helpful, but we also ask that the commission be mindful not to delay much-needed repairs and improvements more than is absolutely necessary.

We understand that yet again, the SMCHD is in a state of some transition, but we must ask that these repairs and improvements be listed as high priority and that work continue at Pillar Point Harbor.

Thank you,  
Half Moon Bay Seafood Marketing Association  
PO Box 872  
Half Moon Bay, CA 94019  
[hbsmaboard@gmail.com](mailto:hbsmaboard@gmail.com)  
[www.halfmoonbayseafood.org](http://www.halfmoonbayseafood.org)  
650-255-2063



Prepared by:



[www.rauchcc.com](http://www.rauchcc.com)



## Mission Statement Options for San Mateo County Harbor District

Mission Statement	Comments
<b>Original Draft Option I</b>	
Serve San Mateo County’s residents, District businesses, and visitors through high-quality, accessible marina and harbor facilities and services, excellent stewardship of the ocean and bayfront, and effective environmental advocacy.	Original draft explicitly covers all the topics discussed.
Provide excellent, accessible marinas and harbors and stewardship of the local ocean environment.	Shortened version based on the original.
<b>Option II</b>	
Make San Mateo harbors and marinas models of accessibility, quality, and environmental stewardship.	
<b>Option III</b>	
Provide for the enjoyment, use and protection of the San Mateo County marine environment.	
Provide for the enjoyment, use and protection of the <u>local</u> marine environment.	Swapped local for San Mateo County.
Provide for the <u>sustainable</u> enjoyment, use, and protection of the local marine environment.	Added sustainable.
<b>Option IV</b>	
Provide access to and protection of the San Mateo County <u>waterfront</u> through exceptional harbor and marina facilities and services.	Swapped “waterfront” for typical use of “marine environment.” Added “exceptional.”
Provide access to and protection of the San Mateo County marine environment through exceptional harbor and marina facilities and services, <u>and environmental stewardship</u> .	Added environmental stewardship.
<b>Option V</b>	
Protect the local marine environment, ensure ready access to the waterfront, and provide exceptional harbor and marina services.	Three simple statements, each starting with a verb.

## Mission Statement Options for San Mateo County Harbor District

### Some Sample Mission Statements:

**TED:** Spread ideas.

**Patagonia:** Build the best product, cause no unnecessary harm, use business to inspire and implement solutions to the environmental crisis. (replace by a longer statement)

**Warby Parker:** To offer designer eyewear at a revolutionary price, while leading the way for socially conscious businesses.

**Make-A-Wish:** The mission of Make-A-Wish International is to grant the wishes of children with life-threatening medical conditions to enrich the human experience with hope, strength and joy.

**Feeding America:** Our mission is to feed America's hungry through a nationwide network of member food banks and engage our country in the fight to end hunger.

**Goodwill:** Goodwill works to enhance the dignity and quality of life of individuals and families by strengthening communities, eliminating barriers to opportunity, and helping people in need reach their full potential through learning and the power of work.

**Nordstrom:** To give customers the most compelling shopping experience possible.

**Southwest Airlines:** The mission of Southwest Airlines is dedication to the highest quality of customer service delivered with a sense of warmth, friendliness, individual pride, and company spirit.

**Google:** To organize the world's information and make it universally accessible and useful.

**Tesla:** To accelerate the world's transition to sustainable energy.

**Whole Foods Market:** To nourish people and the planet. We're a purpose-driven company that aims to set the standards of excellence for food retailers. Quality is a state of mind at Whole Foods Market.

**American Red Cross:** The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

**LinkedIn:** The mission of LinkedIn is simple: connect the world's professionals to make them more productive and successful.



## Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** Julie van Hoff, Director of Administrative Services

**DATE:** September 18, 2019

**SUBJECT:** Approve Addition of One Deputy Harbormaster Position

**Recommendation/Motion:**

**Motion:** Approve addition of one Deputy Harbormaster (DHM) position.

**Policy Implications:**

District Ordinance 2.10.020B describes the duties of the General Manager. The General Manager employs such employees as the General Manager deems necessary for the proper administration of the District and the proper operation of the works of the District, in accordance with the District's personnel policies. General Manager recommendations are subject to approval by the Board of Harbor Commissioners.

**Fiscal Implications/Budget Status:**

The recommended addition of one DHM position will result in an additional cost of approximately \$110,000 for salaries and benefits. This amount is expected to increase 5% per year. The Fiscal Year 2019/20 Operating Budget Salary/Wages/Benefit category is estimated to be sufficient to cover this additional cost due to current position vacancies and reduction in overtime costs.

**Background/Discussion:**

Current staffing levels at Oyster Point Marina are not sufficient to cover the hours from 5:30 a.m. to 10:30 p.m. seven days a week. Employees have been working significant overtime to ensure that there are at least two DHMs on duty. At Oyster Point Marina, for the two pay periods in August, the District paid/accrued 219 hours of overtime at an approximate cost of \$11,624.

For the safety of the staff and the boating public it is imperative that there be at least two trained rescue personnel at Oyster Point Marina during hours of operation. Adding a DHM position will allow the District to be properly staffed in case of an

emergency situation and to cover shifts for DHMs that are on vacation, sick, or on leave without the need of significant overtime.

In addition to ensuring coverage, DHMs will be better equipped to address issues related to the increase in marina visitors; and to address changes in Federal, State, and Local Laws and Regulations.

**Summary/Recommendation:**

Staff recommends this Commission approve the addition of one Deputy Harbormaster position.



## Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** Julie van Hoff, Director of Administrative Services

**DATE:** September 18, 2019

**SUBJECT:** 'San Mateo County Harbor District Code of Ethics and Values';  
Approve Policy 1.1.1

**Recommendation/Motion:**

Recommendation: Review and comment on draft policy.

Motion: Approve Policy 1.1.1 'San Mateo County Harbor District Ethics and Values' (including any proposed revisions, if applicable).

**Policy Implications:**

The proposed amended Policy 1.1.1 'San Mateo County Harbor District Code of Ethics and Values' amends and replaces the policy approved on July 15, 2015.

**Fiscal Implications/Budget Status:**

None

**Background:**

The Harbor Commission approved the District's current Policy 1.1.1 'San Mateo County Harbor District Ethics and Values' on July 15, 2015. The District based its policy on the Code of Ethics & Values developed in 1999 by the City of Santa Clara. The Markkula Center for Applied Ethics at Santa Clara University worked with the City of Santa Clara to create its policy and reflect the issues and concerns of a complex and diverse society.

Staff compared the District's current Ethics and Values policy with the California Special District Association (CSDA) Sample Policy revised in 2017. Attachment 1 includes policy amendments recommended made by the CSDA along with suggested changes related to the applicability of the Code and other minor adjustments. In addition, it

includes a definition of District representatives that includes the Harbor Commissioners, District Counsel, District staff, volunteers, and members of the District's committees.

Further amendments, proposed by Commissioner Chang Kiraly, are presented in Attachment 2 for Board consideration.

Upon approval of the Policy, staff will create posters and laminated copies.

**Attachments:**

1. [Draft Amended Policy 1.1.1 'San Mateo County Harbor District Code of Ethics and Values' \(tracked changes not including Commissioner Chang Kiraly recommended amendments\)](#)
2. [Draft Amended Policy 1.1.1 'San Mateo County Harbor District Code of Ethics and Values' \(tracked changes including Commissioner Chang Kiraly recommended amendments\)](#)
3. [California Special District Association Sample Policy](#)

# San Mateo County Harbor District

<b>Policies</b>	Number: 1.1.1	Approved Date: <del>7/15/2015</del>	Revision:
Title: San Mateo County Harbor District <u>Code of Ethics and Values</u>	Prepared By: <del>Glenn Lazof</del> <u>Julie van Hoff</u>	Approved By: <del>Harbor Commission</del>	Page: 1 of 6
<p><b>Purpose:</b></p> <p><del>To promote and maintain the highest standards of personal and professional conduct in the District's government. All elected and appointed officials, District employees, volunteers and others who participate in the District's government are required to subscribe to this Code.</del></p>			

## Statement of Policy

The Harbor District's designed its Code of Ethics & Values (the "Code"), ~~adopted by the Harbor Commission of 2015, is designed~~ to provide clear, positive statements of ethical behavior reflecting the core values of the District and the community it serves. The Code includes practical strategies for addressing ethical questions and a useful framework for decision-making and handling the day-to-day operations of the ~~munipality~~District.

The current Code ~~of Ethics & Values~~ was developed in 1999 by the City of Santa Clara by a Committee composed of three elected officials, nine City commissioners, two community members, the City Manager and the City Attorney. The Committee took a fresh approach by working with the Markkula Center for Applied Ethics at Santa Clara University to create a new Code ~~of Ethics & Values~~ that would better reflect the issues and concerns of today's complex and diverse society.

### 1.1 Goals of the Code of Ethics & Values

- To make San Mateo County a better place to live, work and play.
- To make the Harbor District a stronger-better public agency, built on mutual respect and trust.
- To promote and maintain the highest standards of personal and professional conduct among all involved in ~~local~~District government including ~~-elected officials~~Harbor Commissioners, District Counsel, District staff, volunteers, and members of the District's committees (herein referred to as District representatives).

<b>Policies</b>	<b>Number:</b> 1.1.1	<b>Approved Date:-</b> <del>7/15/2015</del>	<b>Revision:</b>
<b>Title:</b> San Mateo County Harbor District <u>Code of Ethics and Values</u>	<b>Prepared By:</b> <del>Glenn Lazof Julie</del> <u>van Hoff</u>	<b>Approved By:</b> <del>Harbor</del> <b>Commission</b>	<b>Page:</b> 2 of 6
<b>Purpose:</b> <del>To promote and maintain the highest standards of personal and professional conduct in the District's government. All elected and appointed officials, District employees, volunteers and others who participate in the District's government are required to subscribe to this Code.</del>			

The Code ~~of Ethics & Values~~ is a touchstone for members of the Board of Commissioners and ~~Committees staff~~ in fulfilling their roles and responsibilities.

## 1.2 Preamble

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The San Mateo County Harbor District has adopted this Code ~~of Ethics & Values~~ to promote and maintain the highest standards of personal and professional conduct in the District's government. All ~~elected and appointed officials, District employees, volunteers, District representatives~~ and others who participate in the District's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the District's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this ~~e~~Code.

## 1.3 Applicability

This Code shall apply to all District representatives as defined in section 1.12.

## 1.4 Core Values

As participatory representatives in the District's government, we subscribe to the following Core Values:

1. As a Representative of the San Mateo County Harbor District, I will be ethical. In practice, this value looks like:
  - a. I am trustworthy, acting with the utmost integrity and moral courage.



<b>Policies</b>	<b>Number:</b> 1.1.1	<b>Approved Date:-</b> <del>7/15/2015</del>	<b>Revision:</b>
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<b>Purpose:</b> <del>To promote and maintain the highest standards of personal and professional conduct in the District's government. All elected and appointed officials, District employees, volunteers and others who participate in the District's government are required to subscribe to this Code.</del>			

- b. I am truthful, do what I say I will do, and am dependable.
- c. I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, ~~and financial~~, and other personal interests that impair my independence of judgment or action.
- d. I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- e. I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting ~~decisions~~ or any improper or unauthorized representations on behalf of the District.
- f. I show respect for persons, confidences, and information designated as "confidential."
- g. I use my title(s) only when conducting official District business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.
- h. I will avoid actions that might cause the public or others to question my independent judgment.
- g.i. I maintain a constructive, creative, and practical attitude toward the District's affairs and a deep sense of social responsibility as a trusted public servant.

2. As a Representative of the San Mateo County Harbor District, I will be professional. In practice, this value looks like:
  - a. I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
  - b. I approach my job and work-related relationships with a positive collaborative attitude.
  - c. I keep my professional education, knowledge and skills current and growing.

<b>Policies</b>	<b>Number:</b> 1.1.1	<b>Approved Date:</b> <del>7/15/2015</del>	<b>Revision:</b>
<b>Title:</b> San Mateo County Harbor District <u>Code of Ethics and Values</u>	<b>Prepared By:</b> <del>Glenn Lazof</del> <u>Julie van Hoff</u>	<b>Approved By:</b> <del>Harbor</del> <b>Commission</b>	<b>Page:</b> 4 of 6
<b>Purpose:</b> <del>To promote and maintain the highest standards of personal and professional conduct in the District's government. All elected and appointed officials, District employees, volunteers and others who participate in the District's government are required to subscribe to this Code.</del>			

3. As a Representative of the San Mateo County Harbor District, I will be service oriented. In practice, this value looks like:
  - a. I provide friendly, receptive, courteous service to everyone.
  - b. I am attuned to, and care about, the needs and issues of citizens, public officials, and ~~city~~ District workers.
  - c. In District-related matters my interactions with constituents, I am interested, engaged, and responsive.
  
4. As a Representative of the San Mateo County Harbor District, I will be fiscally responsible. In practice, this value looks like:
  - a. I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the District, especially its financial stability.
  - b. I demonstrate concern for the proper use of District assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
  - c. I make good financial decisions that seek to preserve programs and services for District residents.
  - ~~c.d.~~ I have knowledge of and adhere to the District's Purchasing, and Contracting and Allocation of Funds Policies.
  
5. As a Representative of the San Mateo County Harbor District, I will be organized. In practice, this value looks like:
  - a. I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long-term goals.
  - b. I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
  - c. I am respectful of established District processes and guidelines.

<b>Policies</b>	<b>Number:</b> 1.1.1	<b>Approved Date:-</b> <del>7/15/2015</del>	<b>Revision:</b>
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6. As a Representative of the San Mateo County Harbor District, I will be communicative. In practice, this value looks like:

- a. I positively convey the District's care for and commitment to its citizens.
- b. I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
- c. I ~~will~~ engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response, which adds value to conversations.

7. As a Representative of the San Mateo County Harbor District, I will be collaborative. In practice, this value looks like:

- a. I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b. I work towards consensus building and gain value from diverse opinions.
- c. I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- d. I consider the broader regional and statewide implications of the District's decisions and issues.

~~d.~~

8. As a Representative of the San Mateo County Harbor District, I will be progressive. In practice, this value looks like:

- a. I exhibit a proactive, innovative approach to setting goals and conducting the District's business.
- b. I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.

<b>Policies</b>	<b>Number:</b> 1.1.1	<del>Approved Date:</del> <del>7/15/2015</del>	<b>Revision:</b>
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<b>Purpose:</b> <del>To promote and maintain the highest standards of personal and professional conduct in the District's government. All elected and appointed officials, District employees, volunteers and others who participate in the District's government are required to subscribe to this Code.</del>			

c. I promote intelligent and thoughtful innovation in order to forward the District's policy agenda and District's services

### 1.5 Enforcement

1.5 Any Official representative found to be in violation of this Code may be subject to Censure by the District Board. Any member of any advisory Committee found in violation may be subject to dismissal from the Committee. In the case of an employee, appropriate action shall be taken by the General Manager or by an authorized designee.

# San Mateo County Harbor District

<b>Policy Title:</b> San Mateo County Harbor District Code of Ethics and Values	<b>Number:</b> 1.1.1	<b>Date of Approval:</b> 07/17/19
<b>Other Revisions:</b> 07/15/15 (Original)	<b>Prepared By:</b> Julie van Hoff	
<b>Purpose:</b> <b>To promote and maintain the highest standards of personal and professional conduct in the District's government. All elected and appointed officials, District employees, volunteers and others who participate in the District's government are required to subscribe to this Code.</b>		

## Statement of Policy

The Harbor District designed its Code of Ethics and Values (the "Code"), to provide clear, positive statements of ethical behavior reflecting the core values of the District and the communities it serves. The Code includes practical strategies for addressing ethical questions and a useful framework for decision-making and handling the day-to-day operations of the District.

The current Code was developed in 1999 by the City of Santa Clara by a Committee composed of three elected officials, nine City commissioners, two community members, the City Manager and the City Attorney. The Committee took a fresh approach by working with the Markkula Center for Applied Ethics at Santa Clara University to create a new Code that would better reflect the issues and concerns of today's complex and diverse society.

### 1.1 Goals of the Code of Ethics and Values

- To make San Mateo County a better place to live, work and play.
- To make the Harbor District a better public agency, built on mutual respect and trust.
- To promote and maintain the highest standards of personal and professional conduct among all involved in District government including Harbor Commissioners, District Counsel, District staff, volunteers, and members of the District's committees (herein referred to as District representatives).
- **To provide good government and transparency to serve the public by adhering to all applicable laws, including but not limited to the California Brown Act [Virginia...please add other codes...my copy cut off]**

The Code is a touchstone for members of the Board of Commissioners, **public Committee members** and staff in fulfilling their roles and responsibilities.

## 1.2 Preamble

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The San Mateo County Harbor District has adopted this Code to promote and maintain the highest standards of personal and professional conduct in the District's government. All **Harbor Commissioners, elected and appointed officials, District employees and volunteers** ~~District representatives~~ and others who participate in the District's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the District's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

## 1.3 Applicability

This Code shall apply to all ~~District representatives~~ **Harbor Commissioners, appointed officials, District employees and volunteers** as defined in section 1.1.

## 1.4 Core Values

As participatory representatives in the District's government, we subscribe to the following Core Values:

1. As a Representative of the San Mateo County Harbor District, I will be ethical. ~~In practice, this value looks like:~~
  - a. I am trustworthy, acting with the utmost integrity and moral courage.
  - b. I am truthful, ~~do what I say I will do~~ I am reliable, **doing what I say I will do**, and am dependable.
  - c. I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, financial, and other personal interests that impair my independence of judgment or action.
  - d. I am fair, distributing benefits and burdens according to consistent and equitable criteria.

- e. I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting-decisions or any improper or unauthorized representations on behalf of the District.
- f. I show respect for persons, confidences, and information designated as "confidential."
- g. I use my title(s) only when conducting official District business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.
- h. I will avoid actions that might cause the public or others to question my independent judgment.
- i. I maintain a constructive, creative, and practical attitude toward the District's affairs and a deep sense of social responsibility as a trusted public servant.

**2.** As a Representative of the San Mateo County Harbor District, I will be professional. ~~In practice, this value looks like:~~

- a. I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
- b. I approach my job and work-related relationships with a positive **and professional collaborative** attitude.
- c. I keep my professional education, knowledge and skills current and growing.

**3.** As a Representative of the San Mateo County Harbor District, I will be service oriented. ~~In practice, this value looks like:~~

- a. I provide friendly, receptive, courteous service to everyone.
- b. I am attuned to, and care about, the needs and issues of citizens, public officials, and District workers.
- c. In District-related matters, **and my interactions with the public**, I am interested, engaged, and responsive.

**4.** As a Representative of the San Mateo County Harbor District, I will be fiscally responsible. ~~In practice, this value looks like:~~

- a. I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the District, especially its financial stability.

- b. I demonstrate concern for the proper use of District assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- ~~c. I make good financial decisions that seek to preserve programs and services for District residents.~~
- d. I make good financial decisions and I have knowledge of and adhere to the District's Purchasing, Contracting and Allocation of Funds Policies.

~~5.~~ As a Representative of the San Mateo County Harbor District, I will be organized. ~~In practice, this value looks like:~~

- a. I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long-term goals.
- b. I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
- c. I am respectful of established District processes and guidelines.

~~6.~~ As a Representative of the San Mateo County Harbor District, I will be communicative. ~~In practice, this value looks like:~~

- a. I **positively** convey the District's care for and commitment to its citizens.
- b. I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
- c. I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response, which adds value to conversations.

~~7.~~ As a Representative of the San Mateo County Harbor District, I will be ~~collaborative-professional in my conduct.~~~~In practice, this value looks like:~~

- a. I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b. I work towards consensus building and gain value from diverse opinions.
- c. I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.



~~d. I consider the broader regional and statewide implications of the District's decisions and issues.~~

~~8. As a Representative of the San Mateo County Harbor District, I will be progressive-fair. In practice, this value looks like:~~

~~a. I exhibit a proactive, innovative thoughtful approach to setting goals and conducting the District's business.~~

~~b. I display a style that maintains consistent standards and will show respect for different viewpoints with the understanding that compromise is often necessary. but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.~~

~~c. I promote intelligent and thoughtful innovation in order to forward the District's policy agenda and District's services~~

## **1.5 Enforcement**

Any representative found to be in violation of this Code may be subject to Censure by the District Board. Any member of any advisory Committee found in violation may be subject to dismissal from the Committee. In the case of an employee, appropriate action shall be taken by the General Manager or by an authorized designee.



**POLICY TITLE: Code of Ethics**  
**POLICY NUMBER: 1030**

1030.1 Background information:

[District name] designed its Code of Ethics & Values (the “Code”) to provide clear, positive statements of ethical behavior reflecting the core values of the District and the communities it serves. The Code includes practical strategies for addressing ethical questions and a useful framework for decision-making and handling the day-to-day operations of the District. The Code is developed to reflect the issues and concerns of today’s complex and diverse society.

1030.2 Goals of the code of ethics & values:

- a) To make [District name] a better District built on mutual respect and trust.
- b) To promote and maintain the highest standards of personal and professional conduct among all involved in District government, District staff, volunteers and members of the District’s Board. All elected and appointed officials, officers, employees, members of advisory committees, and volunteers of the District, herein called “Officials” for the purposes of this policy.
- c) The Code is a touchstone for members of District Board and staff in fulfilling their roles and responsibilities.

1030.3 Preamble:

- a) The proper operation of democratic government requires that decision-makers be independent, impartial and accountable to the people they serve. The [District name] has adopted this Code to promote and maintain the highest standards of personal and professional conduct in the District’s government.
- b) All Officials, and others, who participate in the District’s government are required to subscribe to this Code, understand how it applies to their specific responsibilities and practice its eight core values in their work. Because we seek public confidence in the District’s services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

1030.4 Applicability:

This Code shall apply to all District Officials as defined in 1030.2 b.

1030.5 Core Value:

As participatory Officials in the District’s government, we subscribe to the following Core Values:

1030.6 As a representative of [District name], I will be ethical.

In practice, this value looks like:



- 
- a) I am trustworthy, acting with the utmost integrity and moral courage. I am truthful. I do what I say I will do. I am dependable.
  - b) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, financial, and other personal interests that impair my independence of judgment or action.
  - c) I am fair, distributing benefits and burdens according to consistent and equitable criteria.
  - d) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions or any improper or unauthorized representations on behalf of the District.
  - e) I show respect for persons, confidences, and information designated as "confidential."
  - f) I use my title(s) only when conducting official District business for information purposes or as an indication of background and expertise carefully considering whether I am exceeding or appearing to exceed my authority.
  - g) I will avoid actions that might cause the public or others to question my independent judgment.
  - h) I maintain a constructive, creative, and practical attitude toward the District's affairs and a deep sense of social responsibility as a trusted public servant.

1030.7 As a representative of [District name], I will be professional.

In practice, this value looks like:

- a) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent and productive manner.
- b) I approach my job and work-related relationships with a positive, collaborative attitude.
- c) I keep my professional education, knowledge, and skills current and growing.

1030.8 As a Representative of [District name], I will be service-oriented.

In practice, this value looks like:

- a) I provide friendly, receptive, courteous service to everyone.
- b) I attune to and care about the needs and issues of citizens, public Officials and District workers.
- c) In my interactions with constituents, I am interested, engaged and responsive.

1030.9 As a representative of [District name], I will be fiscally responsible.

In practice, this value looks like:

- a) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the District, especially its financial stability.
- b) I demonstrate concern for the proper use of District assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- c) I make good financial decisions that seek to preserve programs and services for District residents.
- d) I have knowledge of and adhere to the District's Purchasing and Contracting and Allocation of Funds Policies.



1030.10 As a representative of [District name], I will be organized.

In practice, this value looks like:

- a) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- b) I follow through in a responsible way, keeping others informed and responding in a timely fashion.
- c) I am respectful of established District processes and guidelines.

1030.11 As a representative of [District name], I will be communicative.

In practice, this value looks like:

- a) I positively convey the District's care for and commitment to its citizens.
- b) I communicate in various ways, that I am approachable, open-minded, and willing to participate in dialog.
- c) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

1030.12 As a representative of [District name], I will be collaborative.

In practice, this value looks like:

- a) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b) I work towards consensus building and gain value from diverse opinions.
- c) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- d) I consider the broader regional and state-wide implications of the District's decisions and issues.

1030.13 As a representative of [District name], I will be progressive.

In practice, this value looks like:

- a) I exhibit a proactive, innovative approach to setting goals and conducting the District's business.
- b) I display a style that maintains consistent standards; but is also sensitive to the need for compromise, "thinking outside the box" and improving existing paradigms when necessary.
- c) I promote intelligent and thoughtful innovation in order to forward the District's policy agenda and District services.

1030.14 Enforcement:

Any Official found to be in violation of this Code may be subject to Censure by the District Board. Any member of any advisory Committee found in violation may be subject to dismissal from the Committee. In the case of an employee, appropriate action shall be taken by the General Manager or by an authorized designee.



# Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** John Moren, Interim General Manager

**DATE:** September 18, 2019

**SUBJECT:** SMCHD Master Plan Development Proposal Approval

**Recommendation/Motion:**

Motion: Authorize the Interim General Manager, pursuant to a Request for Proposals (RFP) response evaluation from qualified firms and individuals to assist the San Mateo County Harbor District (District) with a Master Plan Development, to enter into a Professional Services Agreement with Moffatt and Nichol for an amount not to exceed \$342,600.00 to create a District Master Plan in accordance with the scope outlined in the Request for Proposal.

**Policy Implications:**

Consistent with the District's mission to provide safe and well-maintained marinas, natural areas, retail spaces and public parks.

**Fiscal Implications/Budget Status:**

No new fiscal implications. Current FY 19/20 approved budget allocates a collective \$623,000 for Contract Services between Administration, Pillar Point Harbor, and Oyster Point Marina/Park.

**Background:**

Over recent years, substantial changes have occurred at both Pillar Point Harbor and Oyster Point Marina/Park. At Pillar Point Harbor the uncertainties and changes in the fishing industry have adversely impacted the commercial fishing fleet. This coupled with increased tourism, and a demand for additional recreational opportunities and facilities must be carefully weighed against climate change impacts, specifically sea-level rise. At Oyster Point Marina/Park a research and development project, resulting in a large-scale office development has decreased the District's landside responsibilities. In 2018, a Memorandum of Understanding replaced the JPA between the City of South San Francisco and the District and is in effect until 2033. This agreement has specific timelines for several Capital Improvement Projects. District properties also must be updated to meet current ADA regulations.

The District's objective is the development of a Master Plan (Plan) that will serve as a comprehensive plan to guide future capital improvement projects, development of land and water under jurisdiction of the San Mateo County Harbor District. The Plan is further intended to resolve existing land use conflicts and identify future, physical improvements. It is expected to be user-friendly and written in a manner easily understood by the public. The Plan will also reflect the District's commitment to the best achievable balance of resource protection, coastal access, sustainable development, coastal dependent business, active and passive public recreation. All improvements will address ADA concerns identified in the District's ADA Transition Plan and Self Evaluation.

The project RFP was advertised in the San Mateo Daily Journal on May 29<sup>th</sup> and June 5<sup>th</sup>, and in the Half Moon Bay Review on June 5<sup>th</sup> and June 12<sup>th</sup>. It was also posted on the District's website prior to May 29<sup>th</sup>. Additionally, the RFP was sent to 16 different plan rooms and other related Master Plan Firms. The Addendum 1 was also sent out to the Master Plan Firms, the plan rooms, and all those who submitted a response on the District's website. Proposals were due on June 28<sup>th</sup>. Eight different parties had expressed interest but ultimately only one response was submitted by Moffatt & Nichol with a total cost proposal of \$342,600.

Moffatt & Nichol has more than 30 years' experience working in the San Francisco Bay area having completed more than 1,000+ projects in Bay Area community coastlines. Moffatt & Nichol have worked with the District for the past 20 years at both PPH and OPM facilities. They have successfully completed assignments including the condition survey of Romeo and Johnson Piers, PPH sea level rise assessment, WETA Ferry Terminal, Dock 8 and Dock 11 replacement, the preparation of the 2014 Marina Facility Condition Survey for both PPH and OPM and many others. This experience will greatly benefit the master planning effort in terms of institutional and relationship-based knowledge of both the large and fine grain issues and opportunities at each location. Moffatt & Nichol partners with 505 Design for architecture and Public Input for public engagement and outreach.

Staff presents the below alternatives. Should the Board decide to direct staff to reject the sole response and re-submit the RFP, however, there is no guarantee that the District would get any more responses.

Alternative 1: Accept Moffatt & Nichol's proposal and move forward to execute a Professional Services Agreement, as drafted by District Counsel, with Moffatt and Nichol for an amount not to exceed \$342,600.00 to create a District Master Plan in accordance with the scope outlined in the Request for Proposal.

Alternative 2: Reject Moffatt & Nichol's proposal and re-submit the RFP.

**Summary/Recommendation:**

Staff recommends the Board authorize the Interim General Manager to execute an agreement with Moffatt and Nichol as stated in Alternative 1 and the aforementioned motion.

**Attachments:**

Attachment 1: [RFP #2019-05](#)

Attachment 2: [RFP Addendum No. 1](#)

Attachment 3: [Moffatt and Nichol Proposal](#)

# ***San Mateo County Harbor District***

## **REQUEST FOR PROPOSALS**

**RFP #2019-05**

## **MASTER PLAN DEVELOPMENT**



**Response Due:**

**No later than 3:00 PM June 28, 2019**

**Submit Responses and Direct Questions to:**

**John Moren  
Interim General Manager  
San Mateo County Harbor District  
PO Box 1449  
504 Avenue Alhambra, Suite 200  
El Granada, CA 94018**

**(650) 583-4400**

**[jmoren@smharbor.com](mailto:jmoren@smharbor.com)**



## Table of Contents

### Item

1. Notice Inviting Proposals
2. RFP for MASTER PLAN DEVELOPMENT
  - a. Scope of Work
  - b. Submittal Requirements
  - c. Insurance Requirements
3. Attachment A: Cost Proposal Form

## **NOTICE INVITING PROPOSALS**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received in the Administration Offices of the San Mateo County Harbor District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 1449, El Granada, CA 94018; or by courier or personal delivery to the San Mateo County Harbor District, 504 Ave Alhambra, Ste. 200, El Granada, CA, by **June 28, 2019 at 3:00 PM, Pacific Time**, for the following:

**NOTE: The United States Postal Service does not deliver mail to the District office. The District shall not be responsible for timely receipt of submittals addressed to the District's PO Box address.**

### **REQUEST FOR PROPOSALS (RFP)**

#### ***REQUEST FOR PROPOSAL FOR: MASTER PLAN DEVELOPMENT***

The San Mateo County Harbor District ("District") is requesting proposals from qualified firms or individuals for Master Plan Development.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts.

Requests for modifications or clarifications of any requirement must be submitted in writing by email to: [jmoren@smharbor.com](mailto:jmoren@smharbor.com), or by U.S. Mail to U.S. Postal Service address above. All such requests must be received in District's office by **June 14, 2019, at 5:00 PM, Pacific Time**.

Proposals will be examined by District Staff and reported to the San Mateo County Harbor District Board of Harbor Commissioners within one hundred twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred twenty (120) calendar days after the date of opening of the proposals. Each Proposer will be notified of award of contract, if an award is made.

The RFP Documents are available for download on the District's website. To download the documents, go to the District's website home page at <http://www.smharbor.com>, click on BIDS/RFPS, scroll to RFP #2019-05, Master Plan Development.

Downloading RFP documents from the District's website does not imply your firm is a potential proposer nor will your name automatically appear on the District's "List of Potential Proposers." The District requests that those who download the documents, complete and submit the online form.

**Ultimately, it is the responsibility of the Proposer to check the District's website for any Addenda that may be issued relative to this RFP.**

**REQUEST FOR PROPOSALS**  
**Master Plan Development**

**1. INTRODUCTION**

The San Mateo County Harbor District (District) requests proposals from qualified individuals, firms, joint ventures, partnerships or other teams to prepare a Master Plan for the District and its two harbor facilities: Pillar Point Harbor and Oyster Point Marina/Park.

**2. BACKGROUND**

The San Mateo County Harbor District is an independent special district created by San Mateo County in 1933. The District is governed by a five-member Board of Harbor Commissioners (Board) and its jurisdiction is coterminous with that of San Mateo County.

The District presently operates two marine facilities.

- a) Pillar Point Harbor, located in the unincorporated community of Princeton on Half Moon Bay approximately twenty-five miles south of the City of San Francisco, is a 369-berth commercial fishing harbor that also supports sport fishing and recreational boating.
- b) Oyster Point Marina/Park consists of a 408-berth recreational marina, public beach and bayside park located in the City of South San Francisco. The District operates Oyster Point Marina/Park under a Memorandum of Understanding Agreement with the City of South San Francisco, which owns the facility.

**HISTORIC OVERVIEW:**

In 1948, the District created a harbor of refuge for the fishing fleet at Pillar Point. A federal breakwater was built by the Army Corps of Engineers in 1959-61, with an extension in 1967. The District constructed the harbor's docks and berths in the 1980s, along with a second, inner breakwater to provide further protection.

In 1977, the District assumed operational control over the City of South San Francisco's Oyster Point Marina/Park. A Joint Powers Agreement (JPA) was executed, giving the District the authority to improve and complete construction of a recreational marina. Full build-out was accomplished during the 1980s. A 2018 Memorandum of Understanding replaced the JPA and is in effect until 2033. This agreement has specific timelines for several Capital Improvement Projects.

Substantial changes have occurred in recent years. At Pillar Point Harbor the uncertainties and changes in the fishing industry have adversely impacted the commercial fishing fleet. This coupled with increased tourism, and a demand for additional recreational opportunities and

facilities must be carefully weighed against climate change impacts, specifically sea-level rise. At Oyster Point Marina/Park a research and development project, resulting in a large-scale office development has decreased the District's landside responsibilities.

Other background information on the Harbor District may be found on the District's website: [www.smharbor.com](http://www.smharbor.com)

### **3. SCOPE OF WORK**

#### **OBJECTIVE:**

The District's objective is the development of a Master Plan (Plan) that will serve as a comprehensive plan to guide future capital improvement projects, development of land and water under jurisdiction of the San Mateo County Harbor District. The Plan is further intended to resolve existing land use conflicts and identify future, physical improvements. The Plan is expected to be user-friendly and written in a manner easily understood by the public.

At its core, the Plan will adhere to the District's mission statement, which may be updated during the process: "To assure the public is provided with clean, safe, well-managed, financially sound and environmentally pleasant marinas".

The Plan will reflect the District's commitment to the best achievable balance of resource protection, coastal access, sustainable development, coastal dependent business, active and passive public recreation. All improvements will address ADA concerns identified in the District's ADA Transition Plan and Self Evaluation, which will be provided.

#### **SCOPE OF WORK:**

Consultant's scope of work shall include the items set forth below. The Plan will address these objectives for the District as a whole, and separately for Pillar Point Harbor (PPH) and Oyster Point Marina/Park (OPM).

The Scope includes:

1. Review and update the Marina Facility Condition Surveys for Pillar Pt. Harbor and Oyster Point Marina/Park completed in 2014 (available on SMCHD's website).
2. Develop a Harbor District Master Plan that will provide guidance for development over a multi-year period, subsections for both PPH and OPM.

3. Three planning workshops with the Board, to discuss, review and/or development of the following elements:
  - i. Potential Capital Improvement Projects (CIP)
  - ii. Needs assessment surveys for all facilities
  - iii. Timeline for coordination/implementation of individual CIP's
  - iv. Priority to resolve ADA challenges at all District facilities
  - v. Resiliency to Sea Level Rise in plan
  - vi. Environmental Protection
  - vii. Architectural design alternatives for all structures, parking, trails, signage, lighting and wayfinding
4. A robust and well-managed public outreach element to include staff, harbor and marina tenants, businesses, other facility users as direct stakeholders in the District and its future, as well as the harbors' respective surrounding communities (South San Francisco and Coastside), and other relevant agencies and organizations.
5. Identification of opportunities for new District activities within its San Mateo County jurisdiction, and a proposed timeline for future detailed review and analysis.
6. Proposal Timeline

June 14, 2019 5:00 PM Pacific Time	Requests for Modifications or Clarifications of any requirement are due
June 18, 2019 5:00 PM Pacific Time	Response to Questions and Requests for Modifications or Clarifications
June 28, 2019 3:00 PM Pacific Time	Proposals Due

#### 4. SUBMITTAL REQUIREMENTS

Interested firms must submit a response to the District's Request for Proposals for Master Plan Development as a prime consultant. Sub-consultant work should be shown within the same context of the prime consultant (Consultant) project team. The Proposal shall include:

- A. General
  - i. Qualified firms desiring to provide these services should submit seven (7) paper and one (1) electronic copies of their proposals responsive to the "Request for Proposals – Master Plan Development" to the District at the address on the cover page of this document;
  - ii. To be considered, Proposals must be received by 3:00 PM on June 28, 2019 (postmarks will not be accepted);

- iii. **NOTE: The United States Postal Service does not deliver mail to the District office. The District shall not be responsible for timely receipt of submittals addressed to the District's PO Box address.**

B. Contents of the Proposal

Concise and focused submittals are strongly encouraged. By submitting a proposal, and unless otherwise stated, it is understood that the Consultant has reviewed all relevant information, and, that based on that review, Consultant has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in this document.

Each Proposal shall give the full business address of the respondent and shall be signed by an authorized official of the respondent firm. The name of each person signing the Proposal shall be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the person signing on behalf of the respondent shall be furnished.

a. Executive Summary

Provide a brief overview of the firm or individual that will assume all contract responsibilities and identify all proposed sub-consultants.

The following information should also be provided:

- i. Introduce the firm and summarize its qualifications;
- ii. Name(s) of authorized principals with authority to negotiate and contractually bind the firm;
- iii. A statement that binds the Consultant to its Proposal for one hundred twenty (120) calendar days;
- iv. Confirm acceptance of, or indicate exceptions to, the Professional Sample Agreement (Exhibit B);
- v. Indicate whether there are any conflicts of interest that would limit the Consultant's ability to provide the requested services.

b. Project Team

- i. Provide an organizational chart that identifies the individuals, sub-consultants, if applicable. Identify the team leader.

c. Individual Qualifications and Experience

- i. Provide resumes for each team member assigned to this District project.
- ii. Provide a minimum of two examples of recent special district, harbor and/or marina-related projects completed (or ongoing) by the proposed team. Emphasis should be given to those projects that involved the identified team leader. For each relevant project:

1. Indicate the firm's role and the staff members who were responsible for the cited project work;
2. Provide a brief description of the contract scope of work; state the contract amount and completion date;
3. Identify all relevant information and results in relation to schedule, budget and change orders;
4. Include the name, title, email and phone number for each client referenced.

d. Statement of Understanding and Approach to Scope of Work

- i. Proposals should include a statement of understanding of the District's needs by highlighting the dominant issues. Please outline the Consultant's approach toward addressing these issues. Any recommendations regarding improvements to more effectively meet the District's stated objectives should be emphasized to demonstrate a clear understanding of the project requirements.

e. Financial Stability

- i. Provide pertinent information to allow the District to reasonably formulate a determination about the financial stability and strength of the Consultant such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Consultant.

f. Format

- i. All hard copies shall be produced double-sided on post-consumer recycled paper. Electronic copies of the Consultant's response to this Request for Proposal may be presented in either Microsoft Word or Adobe Acrobat format.

C. Contents of the Cost Proposal

- a. The cost proposal should provide fully burdened hourly rates for each applicable position and should describe the estimated level of effort and the total not-to-exceed amount required for each task that makes up the Consultant's proposed scope of work.
- b. In addition, the cost proposal should reflect compensation conditions that would change the standard rate. The Consultant should also identify the firm's markup for pass through expenses (e.g. sub-consultant), per diem, travel and any other relevant data. Sufficient information should be provided in order to serve as a

basis for negotiating a contract and any supplemental agreements that may be warranted for out of scope services.

- c. The cost proposal will be used to establish a not-to-exceed contract limit that will be maintained in accordance with the conditions specified herein. Regardless of the proposed method of compensation, any contract resulting from this solicitation will specify a maximum, not-to-exceed fee amount. Except in the unusual situation wherein the Consultant encounters circumstances which could not be reasonably anticipated, the District will not authorize payment beyond this amount. In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the cost proposal and used as a basis to compute a not-to-exceed figure for the project. This figure should be sufficient to provide for any reasonably anticipated circumstances which may be encountered during project execution and completion.
- d. Hourly rates specified in the cost proposal must remain in effect for a minimum of twelve (12) months from contract execution.
- e. Cost Proposal forms must be completed and attached to the Proposal.

## **INSURANCE REQUIREMENTS**

The Consultant shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work described herein by the Consultant, its agents, representatives, employees, and sub-consultants. At the very least, the Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in the sample Professional Services Agreement (Exhibit B).

## **5. SELECTION AND AGREEMENT**

The District will review all Proposals and the most qualified Consultants may be selected for an interview and/or to make verbal presentations of their Proposals and qualifications. The District may check references of the firm and of key personnel and may check the firm's financial stability as part of a final selection process. The District reserves the right to award the contract without conducting interviews.

Proposals will be evaluated in the following areas:

- Understanding of and Approach to Scope (30%)
- Qualifications and Relevant Experience (30%)
- Clarity and quality of written and oral communications in the Proposal and interview (30%)
- Cost Proposal (10%)



The recommendation to award a contract is subject to approval by the Board of Harbor Commissioners. If an award of contract is made, the Board reserves the right to award the contract to the responsive and responsible Consultant that it deems offers the most advantageous Proposal and best meets the requirements of the District, including technical approach, qualifications, and cost.

The Consultant will enter into an agreement with the District (Exhibit B). **If the Consultant desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Consultant will be deemed to have accepted the form of agreement without modification.** The Consultant to whom award is made shall execute the agreement with the District within ten (10) calendar days after receiving it for execution. If the Consultant to whom award is made fails to enter into the agreement as provided, the award may be annulled and an award may, at the discretion of the Board, be made to the Consultant whose Proposal is the next most acceptable in the opinion of the Board. Such Consultant shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

The District expects work to begin immediately after entering into the agreement with the Consultant.

This solicitation in no way obligates the District to award a contract for the services described herein, nor to guarantee any value of projects that may be awarded during the term of any resultant contract. Neither will the District assume any liability for the costs incurred in the preparation and transmittal of proposals in response to this solicitation. The District reserves the right to not accept any proposal, to reject any or all proposals, to reject any part of any proposal, to negotiate and modify any proposal, to suspend any and all aspects of the process indicated in this RFP at any time, to reissue this RFP, to extend deadlines for accepting proposals, to accept amendments to proposals after expiration of deadlines, and to waive any defects or irregularities in any proposal at the District's sole discretion. Furthermore, the District shall have the sole discretion to award a contract as it may deem appropriate to best serve the interests of the District.

Proposals submitted by the deadline will be reviewed by the District for completeness, understanding of and responsiveness to the intent of this RFP, demonstration of respondent's capability and experience to meet the needs of the District.

The District may request additional information from any or all respondents after the initial evaluation of the Proposals as may be deemed necessary or desirable.

## **6. CONFIDENTIALITY**

The California Public Records Act mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications,

protest or any other written communication between the District and the Consultant shall be available to the public.

If the Consultant believes any communication contains trade secrets or other proprietary information that the Consultant believes would cause substantial injury to the Consultant's competitive position if disclosed, the Consultant shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Consultant may not designate its entire Proposal as confidential. Additionally, the Consultant may not designate Proposal forms as confidential.

If the Consultant requests that the District withhold from disclosure information identified as confidential, and the District complies with the Consultant's request, the Consultant shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Consultant's information), and pay any and all cost and expenses related to the withholding of the Consultant's information. The Consultant shall not make a claim, sue or maintain any legal action against the District or its Board, officers, employees or agents in connection with the withholding from disclosure of the Consultant's information.

If the Consultant does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

## **7. OTHER TERMS AND CONDITIONS**

- A. Failure by the District to object to an error, omission, or deviation in any proposal will in no way modify this RFP or excuse respondent from full compliance with the requirements of this RFP or any agreement resulting from this RFP.
- B. The District may modify, clarify, and change this RFP by issuing one or more written addenda. Such addenda may be posted on the District website, sent via e-mail and/or delivered by regular first-class United States mail to the last known business address of each potential respondent receiving a copy of this RFP. The District will make reasonable efforts to notify respondents in a timely manner of modifications of this RFP. Notwithstanding this provision, each respondent assumes the risk of submitting its Proposal(s) on time.
- C. All proposals submitted shall become the property of the District. Proposals and related materials submitted by respondents will not be returned.
- D. Consultant(s) employed under any agreement(s) executed by the District pursuant to this RFP will act as independent contractors, not as agents or employees of the District.
- E. All documents generated during the conduct of services under any agreement(s)

executed by the District pursuant to this RFP will be the property of the District. Originals of all such documents, including electronic, shall be submitted to the District prior to final payment.

- F. Copyright privileges for materials developed to satisfy any agreement(s) pursuant to this RFP will remain the property of the District.

**ATTACHMENT A**  
**COST PROPOSAL FORMS**

**COST PROPOSAL FORMS**

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Notice Inviting Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

**THE PROPOSAL BELOW INCLUDES ANY AND ALL LABOR, MATERIALS, APPLICABLE TAXES, INSURANCE, SUBCONTRACTOR COSTS, TRAVEL EXPENSES, TELEPHONE COSTS, COPYING COSTS, PROFIT, ADMINISTRATIVE AND OVERHEAD FEES, AND ALL OTHER COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT. ANY PROPOSED REIMBURSABLE COSTS SHALL BE SEPERATELY IDENTIFIED (E.G. OVERNIGHT DELIVERY, UPCHARGE ON 3RD PARTY INVOICES).**

<b>Position</b>	<b>Unburdened Hourly Rate</b>	<b>All-inclusive Hourly Rate*</b>	<b>Estimated Hours per month**</b>	<b>Example of Duties</b>
(add positions as necessary)				

Hourly Rate should include overhead costs as listed above. Time spent traveling to and from District meetings held within San Mateo County and any travel costs associated with such travel is not reimbursable. \*\*Estimated Hours should be based on comparable size and complexity of similar governmental entity.

**The Cost Proposal Form must be signed on the next two pages (Pages 1 and 2 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all documents submitted with these Cost Proposal Forms.**

**NAME UNDER WHICH BUSINESS IS CONDUCTED**

**CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT**

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**MANDATORY SIGNATURE(S)**

**SOLE OWNER sign here:** I sign as sole owner of the business named above.

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

**PARTNERSHIP, one or more partners sign here:** The undersigned certify that we are partners in the business named above and that we sign this Proposal with full authority to do so.

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

**CORPORATION OR LLC sign here\*:** The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Entity Name: \_\_\_\_\_

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

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

Incorporated under the laws of the State: \_\_\_\_\_

*\* If the Proposer is a corporation, this Cost Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Cost Proposal Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's board or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

- IF JOINT VENTURE, officers of each participating firm sign here:** The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Joint Venture Name: \_\_\_\_\_

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

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

# Professional Services Agreement (Exhibit B)

## AGREEMENT

### MASTER PLAN DEVELOPMENT

THIS AGREEMENT is made as of this [redacted] day of [redacted] 201[redacted], by and between the **San Mateo County Harbor District** ("District") and [Contractor Name]. ("Contractor").

WHEREAS, the District desires to obtain professional services in connection with the Master Plan Development Project and has issued an RFP dated XX xx, 2019, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, Consultant desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated [Proposal Date], a copy of which is attached and incorporated as Exhibit B; and

WHEREAS, the District's Board of Harbor Commissioners, at its meeting on [Meeting Date], authorized the General Manager to enter into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### 1. RENDITION OF SERVICES

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of Consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

#### 2. SCOPE OF SERVICES

Consultant will provide District the scope of services set forth in Exhibit A, as supplemented by Exhibit B, in accordance with the terms and conditions of this Agreement. In the event of any inconsistency between the terms this Agreement and the terms of Exhibit A or B, this agreement shall prevail.

#### 3. SCHEDULE

Consultant will commence work upon District's issuance of a Notice to Proceed and, unless the Agreement is terminated sooner pursuant to Section 20 will complete all work within [Insert timeline for completion of the work].

#### 4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that [NAME AND TITLE] shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District,



which will not be unreasonably withheld, the Consultant may substitute this person with another person, who shall possess similar qualifications and experience for this position.

**5. COMPENSATION**

The Consultant agrees to perform all of the services included in Section 1 for the total all-inclusive not-to-exceed amount] of \_\_\_\_\_, in accordance with Exhibit A. The all-inclusive amount includes all labor, materials, taxes, profit, overhead, insurance, sub-consultant costs and all other costs and expenses incurred by the Consultant. The not-to-exceed amount is not guaranteed; compensation will be based on services actually rendered and expenses actually incurred. In addition to the overall not-to-exceed amount stated above, Consultant may not exceed the amounts specified in Exhibit B for each individual task within the scope of services without the written permission of the District. Nor may the Consultant apply time spent on one task to the budgeted amount for another task without the written permission of the District.]

In the event the District requests Consultant to perform any additional services, the parties will agree on the cost of such services, either on an agreed upon lump sum amount, or on a time and materials basis at the hourly rates listed in Exhibit A.

**6. NOTICES**

All communications relating to the day-to-day activities of the project shall be exchanged between the District's [TITLE, NAME] and the Consultant's [TITLE, NAME].

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District: San Mateo County Harbor District  
504 Ave. Alhambra, Ste. 200  
P.O. Box 1449  
El Granada, CA 94018  
  
Attention: General Manager

If to the Consultant:

[REDACTED ADDRESS]

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**7. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any sub-consultant upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including, without limitation, patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

**8. CONFIDENTIALITY**

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees, and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, sub-consultants, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

**9. SUBCONSULTANTS**

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any sub-consultants must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The

Consultant shall be solely responsible for reimbursing any sub-consultants, and the District shall have no obligation to them.

**10. CHANGES**

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

**11. RESPONSIBILITY; INDEMNIFICATION**

The Consultant shall indemnify, keep and save harmless the District and its Commissioners, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, sub-consultants or agents; or
- B. Any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such actions, suits or claims, with counsel acceptable to the District in its sole discretion and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

**12. INSURANCE**

**A. Types of Insurance**

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Consultant shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at

all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any sub-consultant, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its sub-consultants to procure and maintain, at the Consultant's (or its sub-consultant(s)) sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its sub-consultant(s)).

1) Commercial General Liability Insurance

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) Business Automobile Liability

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) Workers' Compensation and Employers' Liability Insurance

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, Commissioners, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Professional Liability Insurance

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

**B. General Insurance Requirements**

1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2) Procure and Maintain Insurance

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Consultant shall be responsible for payment of any deductible or retention on the Consultant's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Consultant or any sub-consultant contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, sub-consultant, or any of their officers, directors, employees, agents, or suppliers, even if the Consultant or sub-consultant is not a named defendant in the lawsuit.

**C. Evidence of Insurance and Endorsements**

Prior to commencing work or entering onto the District's property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverage's, including the following endorsements:

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) Such insurance shall include as additional insureds the District, and its respective Commissioners, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**D. Consequence of Lapse**

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

**13. MANNER OF PAYMENT**

Consultant will submit detailed monthly invoices at the end of each month describing the work performed and the associated deliverable, which will be consistent with Exhibit B. Invoices will also include total expenditures to date and the remaining balance on the budgeted or not-to-exceed amount. Invoices will be prepared in a format acceptable to District. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

**14. CONSULTANT'S STATUS**

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Consultant, and the legal relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

**15. ASSIGNMENT**

Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of District.

**16. DISTRICT WARRANTIES**

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**17. DISTRICT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Harbor Commissioners of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

**18. DISPUTE RESOLUTION**

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

**19. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS**

All Consultant and sub-consultant costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its sub-consultants shall permit the District or its authorized representatives to inspect, audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultants agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.



**20. TERMINATION**

The District shall have the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to affect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

**21. NONDISCRIMINATION**

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**22. CONFLICT OF INTEREST**

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

**23. PUBLICITY**

The Consultant, its employees, sub-consultants, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

**24. ATTORNEY'S FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

**25. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**26. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**27. NO THIRD-PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**28. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

**29. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**30. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

**SAN MATEO COUNTY HARBOR DISTRICT**

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

*\*This Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*



## Board of Harbor Commissioners

Sabrina Brennan, President  
Edmundo Larenas, Vice President  
Nancy Reyring, Secretary  
Tom Mattusch, Treasurer  
Virginia Chang Kiraly, Commissioner

John Moren, Interim General Manager  
William Parkin, District Counsel

### RFP #2019-05 Master Plan Development

#### ADDENDUM 1

**Request For Proposal documents for the San Mateo County Harbor District Master Plan Development Project are modified as follows, all bidders shall incorporate these revisions into bid proposals.**

#### **Questions/Clarifications:**

- 1- One of the objectives for the master plan is stated as “to resolve existing land use conflicts”. Could you be more specific? For example, a conflict regarding lease terms and tenant’s activities, or regulatory requirements and current use, or between stakeholders.

#### **District Response:**

The “resolve existing land use conflicts” task refers to the winning proposer taking into consideration any conflict regarding lease terms, tenant activities, current use, regulatory agency challenges and assisting the District in the identification of any future improvements that may be necessary to existing facilities when formulating the Master Plan. Issues revealed by the winning proposer and brought to the District’s attention will be addressed in the Master Plan Development. As stated in the RFP, “Except in the unusual situation wherein the Consultant encounters circumstances which could not be reasonably anticipated, the District will not authorize payment beyond this amount. In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the cost proposal and used as a basis to compute a not-to-exceed figure for the project. This figure should be sufficient to provide for any reasonably anticipated circumstances which may be encountered during project execution and completion.”

- 2- The project area encompasses two different locations supporting different communities and users. For public outreach, could you please provide some additional guidance as to how many public meetings in each location equates to a substantive effort?

#### **District Response:**

In addition to the listed (3) three workshops with the Board, for purposes of this RFP, robust public/stakeholder outreach will entail (4) four well-advertised public/stakeholder outreach meetings to be facilitated by the proposer, (2) two meetings at OPM Yacht Club and (2) at the District headquarters conference room in El Granada. If the winning proposer later advises additional public/stakeholder outreach meetings would be beneficial, change orders will be considered at proposer’s hourly rate.

RESPONSE TO REQUEST FOR PROPOSAL

# San Mateo County Harbor District Master Plan Development

June 28, 2019



moffatt & nichol

A

**EXECUTIVE SUMMARY**



2185 N California Blvd., Suite 500  
Walnut Creek, CA 94596  
moffattnichol.com

June 28, 2019

John Moren, Interim General Manager  
San Mateo County Harbor District  
504 Avenue Alhambra, Suite 200  
El Granada, CA 94018

Subject: **Response to Request for Proposal -**  
San Mateo County Harbor District Master Plan Development

Dear Mr. Moren:

**Clean. Safe. Well-Managed. Financially Sound. Environmentally Pleasant.** These are the hallmarks of great waterfronts around the world and values elevated by the San Mateo County Harbor District in its day-to-day stewardship of Pillar Point Harbor (PPH) and Oyster Point Marina/Park (OPM). Both facilities are of ever increasing importance as desired destinations in the growing Bay Area and world class facilities—PPH is a vibrant commercial and recreational fishing port, provides a beautiful waterfront experience for visitors and the home of the Mavericks Surf competition; OPM is home to boaters and serves as a destination for access to the cutting edge bio-technical community, as well as resident public and visitors enjoying the San Francisco Bay along the bay trail. Our team shares these values and continually strives to bring each forward in our waterfront planning, design and engineering work across our 40 offices and communities for which they are a part.

It is for this reason we are thankful to have an opportunity to submit the enclosed proposal for the San Mateo County Harbor District (District) Master Plan. In the following pages, we present our qualifications, experience, and project approach to collaboratively develop a clear roadmap to guide future capital improvements, land uses, and the best achievable balance of issues and opportunities found at PPH and OPM facilities.

Having completed over 7,500 waterfront planning, design and engineering engagements around the globe over our 75-year history, Moffatt & Nichol brings this experience and knowledge to serve as the District's master planners. With more than 30 years in the San Francisco Bay area, we are deeply wed to the economic, social, policy and climatic issues facing Bay Area community coastlines in the 1,000 + projects we have completed: from the Pier 43 commercial center at Fisherman's Wharf project in the 1980s to our current work as the lead consultant to the City of Capitola for their current waterfront renovation project, resulting from the passage of a \$10 million bond measure. We put this experience into practice daily on assignments throughout the region, including over the past 20 years of work for the District at its PPH and OPM facilities.

## Executive Summary

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Successfully completed assignments include the condition survey of Romeo and Johnson Piers, PPH sea level rise assessment, WETA Ferry Terminal, Dock 8 and Dock 11 replacement, the preparation of the 2014 Marina Facility Condition Survey for both PPH and OPM and many others. This experience will greatly benefit the master planning effort in terms of institutional and relationship-based knowledge of both the large and fine grain issues and opportunities at each location.

Our people have meaningful experience in the Bay Area, California and globally on waterfront and community planning, engineering, sea level rise and resiliency, and other issues of relevance to this assignment. By example, Dilip Trivedi, our project Principal-in-Charge, has been instrumental in his work on the study of sea level rise in the Bay Area—this development of the resiliency plan for the Treasure Island Project in the early 2000s received an award from the Governor's office and is used by the BCDC as a model for projects. He has served as Principal-in-Charge on projects in similar scope, such as EL Granada Tsunami Inundation, Alameda Point Redevelopment, Brooklyn Basin Redevelopment and Pier 70 Redevelopment. Scott Lagueux, our lead waterfront planner, has more than 22-years of experience working with communities to find common ground on issues involving the public's desire for increased waterfront access, the needs of water dependent uses, and the carrying capacity of the water's edge to welcome increasing numbers of tourists, among others. These engagements have taken Scott from waterfronts featuring marinas in Juneau and Honolulu, to New Orleans' Lake Pontchartrain and Bridgetown, Barbados. Finally, as your Project Manager, I bring my 40 years of work on the waterfront including my detailed understanding of the District's facilities, fisherman, charter boat captains, recreation enthusiasts and other PPH and OPH users during the past 20 years on 15 separate projects for the SMCHD that I've managed. Beyond these referenced individuals, we have on-staff Moffatt & Nichol engineers, marina experts, planners, commercial advisors, and with San Francisco based project partners 505Design, we round out our team with architects, environmental graphics specialists, and other practitioners that, when combined, will help make this master planning effort a success. We are a complete team.

As conveyed in your RFP, the master planning process needs to be a collaborative undertaking, involving extensive work sessions with the District Board, staff, stakeholders, harbor users and the public-at-large. In this area too, Moffatt & Nichol is well suited to this assignment. Our previous experience with the District and Bay Area agencies, the USACE, the U.S. Coast Guard, and others provides a strong foundation for one-on-one outreach to inform planning choices and decision making. Our process is paced to get extensive time with District Board members and staff via four working sessions and weekly calls, and to build outward from this foundation, time with key stakeholders, users and the community. We also use the latest digital outreach techniques (via publicinput.com) to help engage broad cross sections of the community. Moffatt & Nichol recently used this technique for harbor planning in Jefferson Parish, Louisiana, to help capture a much broader set of hundreds of community voices beyond an entrenched 30 vocal individuals.

Finally, the Master Plan needs to be actionable; not static pictures depicting well intentioned ideas. Moffatt & Nichol team members are highly skilled in business, policy and finance, allowing



project feasibility and pragmatism to weave its way through identified needs at PPH and OPM. Anne Landstrom and Josh Hurwitz, Moffatt & Nichol Bay Area based commercial experts, will take leading roles in the review of current finances and business elements and help to structure a suitable Capital Improvement Projects (CIP) schedule and business and investment strategies for Master Plan implementation. We have completed similar types of commercial work at Washington D.C.'s the Wharf, Pillar Point Harbor, Oyster Point Marina, and Alamilos Bay Marina. Also, we will call upon the expertise of Jessica McIntyre, a member of our project finance team, who has been instrumental in helping Moffatt & Nichol clients receive over \$70 million in project grants from state and federal sources.

In closing, please note the following:

- The Moffatt & Nichol team is committed to completing the entire master planning effort over 180-days as measured from our official notice to proceed. We have resources available and committed to project success.
- The undersigned of this Executive Summary is fully authorized to negotiate and contractually bind Moffatt & Nichol if selected.
- Moffatt & Nichol binds to the District the contents of this submission for a period of 120-days, inclusive of the staff, scope, and fees extended herein.
- After careful review of the sample proposal contained in Exhibit B of the RFP, we have identified a limited number of exclusions/modifications. These are presented in Section E of this document.
- We are unaware of any conflict of interest that would limit Moffatt & Nichol's ability to provide the services outlined in this RFP as requested by the District.

Moffatt & Nichol acknowledges receipt of the Addendum posted on June 17, 2019. We appreciate the opportunity to be of continued service to the SMCHD and the public you serve and are enthusiastic about the opportunity to be your master planners and help usher in the next phase of PPH and OPM's evolution. Feel free to call upon us at any time to present in person our qualifications as well as address any questions you may have.

Sincerely,

MOFFATT & NICHOL

Brad Porter, PE  
Project Manager

B

PROJECT TEAM

## MOFFATT & NICHOL

### *Creative People, Practical Solutions.*

In 1945, John G. Moffatt and Frank E. Nichol formed partnerships in California and Oregon to provide engineering and design services to the growing marine infrastructure of the West Coast of the United States. Initially, Moffatt & Nichol concentrated on harbor works and waterways, bridges, buildings, industrial facilities, military installations, and public works.

However, with the explosive growth of recreational boating and waterfront renewal efforts in the 1950s and 1960s, clients both public and private called upon the firm's waterfront expertise in the development of small craft marinas and coastal infrastructure designed to provide public access and recreation along the water's edge. That practice area has grown and expanded with the market, and today we offer a seasoned planning and engineering team, providing internationally recognized expertise in the planning, permitting and design of waterfront park and marina facilities, fully supported by our technical staff.

Moffatt & Nichol's waterfront expertise extends to the creation of attractive new waterfront facilities that integrate parks and public spaces, piers, public and private marinas, cruise terminals, harbors, boat ramps, breakwaters, overwater promenades, living shorelines and mixed-use communities that include residential, resort, business, retail and leisure facilities. With roots in coastal engineering, we have evolved into one of the pre-eminent marine and waterfront engineering firms in the country for urban centers, resorts, and communities that seek an experienced partner in developing their waterfront. Our presence on the world waterfront illustrates successful project delivery and ongoing relationships with waterfront, port, resort and marina clients.

Our planning and design experience in the marine environment coupled with world-class expertise in coastal processes enables us to create resilient, sustainable infrastructure and innovative and award-winning solutions to the challenges involved in developing the coastlines in the most challenging environments. Rooted within our culture is an understanding of the importance of balancing need, schedule, and costs for our waterfront clients. We also understand the metrics and best design practices that underpin great waterfronts—access, movement, use mix, operation, materials durability, community image and brand and others. As such, we work with clients to identify not just a master plan for development but a plan for implementation with consideration for the community's priorities and as well as available funding mechanisms.

## 505DESIGN

### *For us, the value of design lives in connecting with.*

Which is why we don't hire by profession. We hire interesting people. People who look at their job by looking at life, bringing with them a life of experiences to base their craft on. It's a fundamentally different way of thinking. One that is at the core of our culture.

We are the people who ask the really hard questions. Followed by the painfully obvious ones. We talk, listen, observe, dig, dive, and mine until we fully understand the intricacies of the project. And then we do it all over again, but this time with the sons and daughters, colleagues and friends who will be experiencing the places we create. We immerse

## Project Team

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ourselves into the life that everyday people will be leading, holding a mirror to culture and taking detailed notes of the reactions.

We like to say it's not what we know; it's what we notice. Somewhere, the most authentic expression of a project is waiting to be discovered. All of this preparation, from the trenches to the ten thousand foot view, culminates in one idea. A story that people can't help but connect with. One common thread weaved seamlessly through the spaces we create. It's not about what the project will look like; it's about what it has to be.

## **PUBLIC INPUT**

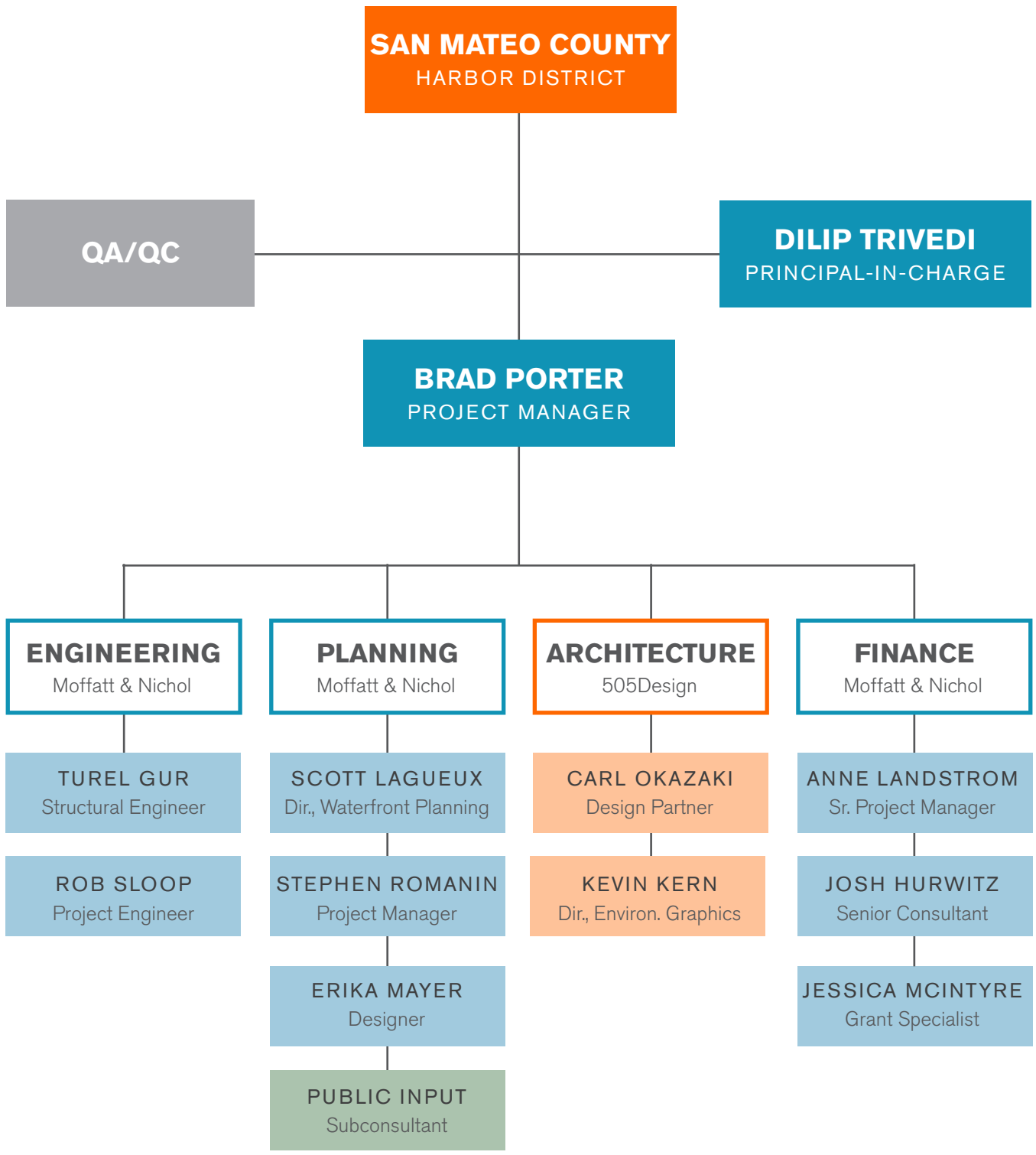
### *Reach More People and Simplify Your Process.*

PublicInput.com was founded in 2014 by a group of transportation engineers and planners. After seeing first-hand the problems of the public engagement status-quo, they set out to build a community engagement toolkit that could reach more voices and make it easier to understand the needs of communities.

We believe that when public engagement is less costly, less painful, and more representative of community needs, it becomes a powerful tool for creating better policy. How is this possible? By pairing innovative software with a process that encourages public involvement every step of the way.

We're a team of planners, engineers, communicators, geeks, and artists focused on building a better interface for people and local government.

PublicInput.com is an innovative digital community engagement company that develops survey and content platforms for use in public outreach. PublicInput.com will provide their digital toolkit for use by Moffatt & Nichol in all public engagement efforts and social media outreach.





**INDIVIDUAL QUALIFICATIONS  
AND EXPERIENCE**



## Dilip Trivedi, Dr. Eng, PE

COASTAL ENGINEER, VICE PRESIDENT | WALNUT CREEK, CA

**Moffatt & Nichol**

Dr. Trivedi brings almost 30 years of experience in civil and coastal engineering, with emphasis on leading technical studies as well as implementing projects on the waterfront. He is an early design innovator in addressing sea level rise. His experience includes design, analysis, numerical modeling, and construction support for projects related to shoreline protection, urban waterfront development, and restoration of wetlands and fluvial systems. Typical projects have included erosion protection design, flood control design, tsunami inundation studies, wetlands creation and enhancement, dredging design, and marina/harbor protection. He is uniquely qualified in applying advanced numerical modeling tools and techniques to coastal and fluvial systems including tidal hydrodynamics and sediment transport processes, as well as structure design.

Dr. Trivedi's recent projects include sea level rise and public use planning for large urban redevelopment projects on former Navy bases in San Francisco, restoration planning for several North Bay diked baylands, design and analyses for former salt ponds in the South Bay, and FEMA flooding studies in the South Bay. He has served in an advisory capacity related to hydrodynamics and coastal engineering on several large marsh restoration projects in the San Francisco Bay Area including the Napa Sonoma Marsh, Bel Marin Keys, and the South Bay Salt Pond Restoration.

Dr. Trivedi's numerical modeling experience includes modeling of tidal hydraulics, shoreline evolution, wave propagation, sediment transport in riverine and estuarine environments, and physical modeling of breakwater cross-sections and sediment transport using 2D and 3D wave basins. His field experience includes mapping and data collection, construction management, and field supervision of construction activities.

### EDUCATION

Doctor of Engineering,  
Texas A&M University, 1994  
Masters in Ocean  
Engineering, Texas A&M  
University, 1990  
Bachelors in Civil  
Engineering, Bangalore  
University, India, 1984

### LICENSING

Registered Professional  
Engineer  
California, C54677, 1996

### RELEVANT EXPERIENCE

**Alameda Point Redevelopment**, Alameda, California.

**Treasure Island Redevelopment**, San Francisco, California.

**Brooklyn Basin Redevelopment**, Oakland, California.

**Pier 70 Redevelopment**, San Francisco, California.

**Mission Rock Redevelopment**, San Francisco, California.

**Hunters Point/Candlestick Point Redevelopment**, San Francisco, California.

**Tidewater Aquatic Center**, Oakland, California.

**Oakland Estuary Waterfront Trail**, Oakland, California.

**The Estuary Development Project**, Oakland, California.

**Delta Coves Housing Development**, Bethel Island, California.

## Individual Qualifications and Experience



### **Brad Porter, PE**

CIVIL ENGINEER | WALNUT CREEK, CA

**Moffatt & Nichol**

Mr. Porter brings more than 32 years of coastal engineering experience in planning, design, and construction support, with an emphasis on coastal shorelines and waterfront structures. He has managed projects from concept development and design, through construction document preparation, cost estimating, and bid package preparation, and into site assistance during construction. He has completed many projects for public and waterfront agencies in the United States as well as projects in the Middle East. His background includes extensive experience in evaluating site and structural conditions and obtaining permits for construction. He has also been involved in a wide range of projects involving site assessments and inspection and repair of various marine structures and has performed above- and below-water inspection and evaluation of many types of waterfront installations, both as stand-alone projects and as part of larger repair and rehabilitation projects.

#### **EDUCATION**

MS, Coastal Engineering,  
University of California -  
Berkeley (1985)

BS, Civil Engineering,  
University of California -  
Berkeley (1984)

#### **LICENSING**

Professional Engineer,  
California, Civil, 42795,  
1987

#### **RELEVANT EXPERIENCE**

**San Mateo County Harbor District**, Pillar Point and Oyster Point, California.

**Capitola Wharf and Beach**, Capitola, California.

**Santa Cruz Wharf Engineering and Masterplan**, Santa Cruz, California.

**Pier 39**, San Francisco, California.

**Treasure Island Redevelopment**, Shore and Ferry Terminal Improvements,  
San Francisco, California.

**San Francisco Marina**, San Francisco, California.

**Crissy Field**, San Francisco, California.

**San Francisco Marina West Harbor**, San Francisco, California.

**Santa Cruz Yacht Harbor Dive Assessment**, Santa Cruz, California.

**Sacramento Marina**, Sacramento, California.

**Reconstruction of Bayland Marina**, Baytown, Texas.

**Los Vaqueros Recreation Facilities**, Brentwood, California.

**San Francisco Marina**, San Francisco, California.

**The Exploratorium Pier 15/17**, San Francisco, California.

**Oyster Point Marina Dredging**, San Mateo County Harbor District, South San  
Francisco, California.

**Treasure Island Redevelopment**, Shore and Ferry Terminal Improvements,  
San Francisco, California.

**Shelter Cove Breakwater Rehabilitation**, Shelter Cove, California.

**Pillar Point Launch Ramp Dredging**, Pillar Point, California.



## Rob Sloop, PE

DIRECTOR — WATERFRONT DESTINATIONS |  
LONG BEACH, CA

**Moffatt & Nichol**



Mr. Sloop has served as both project manager and project engineer on a wide range of US and international based projects involving public and private marinas, boat ramps, cruise ship wharves,

dredging, navigation improvements and harbor design. His responsibilities include water quality modeling, underwater inspection, permit support, design, construction drawings and specification preparation, and construction support. Several of his projects have been located in remote locations in developing countries and required innovative solutions to develop design criteria and construction solutions without the use of typical construction means and materials.

**Dana Point Harbor Boat Traffic Assessment**, Dana Point, California.

**Cabrillo Way Marina**, Los Angeles, California.

**Esprit Two Marina Design Update**, Marina Del Rey, California.

**Huntington Beach Wetlands Restoration**, Huntington Beach, California.

**Bolsa Chica Shoreline Evolution Modeling**, Huntington Beach, California.

**Los Angeles River**, Los Angeles, California.

**Puerto Hussong Marina Breakwater Concept Development**, Ensenada, Mexico.

**Kewalo Basin Repairs**, Honolulu, Hawaii.

**Riverfront Harbor Redevelopment**, Eastern United States.

**The Wharf at the Southwest Waterfront**, Washington, D.C.

## Turel Gur, PhD, PE

STRUCTURAL ENGINEER | WALNUT CREEK, CA

**Moffatt & Nichol**



Dr. Gur is a civil engineer with over 15 years of consulting experience in analysis, design, and retrofit of structures resisting extreme loads. He has an extensive background in the analysis and

assessment of onshore and offshore structures. He has participated in many integrity assessment projects for refinery structures, oil tanks, offshore oil and gas platforms, dams, offshore wind turbines, nearshore facilities, pump stations, water treatment plants, liquid storage tanks and underground pipelines to evaluate their susceptibility to extreme conditions such as earthquakes, hurricanes, and blast. In many of these projects, he served as a project manager and/or a technical lead. He instrumented offshore structures to monitor their vibration characteristics and used the recorded data to calibrate computer models. His background also includes analyses of earthquake effects on structures in fault-rupture zones.

**Structural Assessment of Platform Enchilada (Garden Banks 128)**, Houston, Texas.

**Ship Shoal 28A Platform Assessment**, Houston, Texas.

**Nautilus Data Server Barge**, Stockton, California.

**Cougar Dam Floating Screen Structure (FSS) Conceptual Design**, Oregon.

**MOTCO Loading-Unloading Ramp Repair 1391**, Barge Pier Repair and Small Craft Berthing Facility, Oregon.

## Individual Qualifications and Experience



### **Scott Lagueux, AICP, LEED AP BD+C**

**DIRECTOR — WATERFRONT AND LAND PLANNING | CHARLOTTE, NC**

**Moffatt & Nichol**

With more than 22 years as a waterfront planner, designer and advisor, Mr. Lagueux has led a broad spectrum of project engagements, from feasibility and strategic planning initiatives to spearheading multi-disciplinary design and engineering teams involved in large scale destination development and coastal transformations.

#### **EDUCATION**

MA, Urban and Regional  
Planning  
University of Florida (2002)

BS, Business  
Administration,  
University of Florida (1991)

#### **LICENSING**

American Institute of  
Certified Planners, #95533,  
1998  
LEED AP BD+C,  
#10042951, 2011

#### **AFFILIATIONS**

American Planning  
Association  
USGBC, Charlotte Region  
Urban Land Institute  
Our Towns Habitat for  
Humanity (Charlotte), Board  
Chair  
University of Florida  
Professional Advisory  
Council, College of Design  
+ Construction and  
Planning, Board Member  
Leadership Miami Class of  
2000

Mr. Lagueux embraces his role as a translator of client need and inherent site value into clear, compelling visions of the future underpinned with actionable plans for achievement. His work spans across the US and over 80 countries, with clientele ranging from cities, ports, water dependent industries, and developers.

#### **RELEVANT EXPERIENCE**

**Crown Bay and the Sub Base District Vision Plan, U.S.V.I.**

**Bucktown Harbor Vision Plan, Jefferson Parish, Louisiana.**

**Dubai Harbor Cruise and Mega Yacht Facility, Dubai, U.A.E.**

**Sint Annabaai Waterfront Master Plan, Curacao.**

**Kewalo Marina and Harbor Redevelopment, Honolulu, Hawaii.**

**Vancouver and Fraser River Port Authority Cruise Facility Site Assessment,  
Vancouver, Canada.**

**Skagway Harbor Waterfront Master Plan, Skagway, Alaska.**

**Pointe-a-Pitre Waterfront Vision Plan, Pointe-a-Pitre, Guadeloupe.**

**Sint Maarten Quarter Master Plan, Sint Maarten.**

**Kalamis Mega Yacht Marina and Mixed-Use Waterfront, Istanbul, Turkey.**

**Weld Quay Waterfront, Penang, Malaysia.**

**Pierhead Marina Master Planning and Design, Bridgetown, Barbados.**

**Historic Batumi Waterfront Revitalization Master Plan and Conceptual Design,  
Republic of Georgia.**

**Dubrovnik Passenger Port and Waterfront Redevelopment, Dubrovnik, Croatia.**

**Fiumicino Harbour Mixed-Use Waterfront, Fiumicino, Italy.**

**Atlantic Basin (Pier 11) Feasibility Study and Development Plan, New York,  
New York.**

**Ports of Bermuda Master Plan and Facilities Redevelopment, Hamilton, St.  
Georges and the Royal Naval Dockyard, Bermuda.**

**Juneau's Long-Range Waterfront Master Plan, Juneau, Alaska.**

**Port of San Francisco's Pier 30/32 Developer Plan for LCOR, San Francisco,  
California.**

## Stephen Romanin, PLA, AILA

PROJECT MANAGER | CHARLOTTE, NC

**Moffatt & Nichol**



Mr. Romanin specializes in the planning and design of public and private urban waterfronts and tourism destinations, port and cruise industry facilities, mixed-use, recreation, public open space

and landscape master planning. Mr. Romanin has been involved in all facets of the design process, managing and leading teams and projects from inception through to completion, and his passion for design is underpinned by creating vibrant, engaging places that foster the interaction of community and engagement of people on and off the water.

**Crown Bay and the Sub Base District Vision Plan,** U.S.V.I.

**Bucktown Harbor Vision Plan,** Jefferson Parish, Louisiana.

**Waterfront Masterplan and Charles Creek Flood Mitigation Plan,** Elizabeth City, North Carolina.

**Lightning Point Living Shoreline,** Bayou LaBatre, Alabama.

**Newport Waterfront Master Plan & Grant Strategy** Jersey City, New Jersey.

**Sint Maarten Quarter Master Plan,** Sint Maarten.

**Kalamis Mega Yacht Marina and Mixed-Use Waterfront,** Istanbul, Turkey.

**Port of Pensacola Vision Plan & Reinvestment Strategy,** Pensacola, Florida.

**Kotor Harbor Vision Plan,** Kotor, Montenegro.

**Areca Isle Harbour Waterfront,** Penang, Malaysia.

**Fiumicino Harbour Mixed-Use Waterfront,** Fiumicino, Italy.

**Pointe-a-Pitre Waterfront Vision Plan,** Pointe-a-Pitre, Guadeloupe.

## Erika Mayer

DESIGNER | CHARLOTTE, NC

**Moffatt & Nichol**



Ms. Mayer specializes in urban waterfront design, sustainable design, large-scale master planning, high-density mixed-use development, and public open space. Ms. Mayer has experience working in

offices on both US coasts and has worked on a wide range of projects all over the world. She has been involved in many aspects of the design process from proposal writing and concept ideation to construction documentation and administration. This holistic understanding of the design process, along with her passion for resilient design makes her a strong designer on the Waterfront Planning Team.

**Alameda Waterfront,** Alameda, California.

**San Francisco State University,** San Francisco, California.

**KLA/ Tencore Campus Plan,** Milpitas, California.

**Park View Towers,** San Jose, California.

**Rodef Sholom Campus Plan,** San Rafael, California.

**Clovis Parks Masterplan,** Clovis, California.

**Town Center Corte Madera,** Corte Madera, California.

**Newport Waterfront Master Plan & Grant Strategy** Jersey City, New Jersey.

**Ascaya,** Henderson, Nevada.

**Costa Canuva,** Nayarit, Mexico.

**Penghu Landing Waterfront,** Peng Hu, Taiwan.

**Weld Quay Waterfront,** Penang, Malaysia.

## Individual Qualifications and Experience



### **Carl Okazaki**

**DESIGN PARTNER | SAN FRANCISCO, CA**

**505Design**

For nearly 25 years, Carl has focused on the brand positioning & design of environments that shape the customer experience for retail, mixed use, and entertainment venues in prominent developments nationally and abroad. He brings a tremendous amount of global experience that is applied in a regionally appropriate manner to create distinctive and authentic experiences. As a design partner with 505Design SF, Carl's leadership and creative vision helps to shape the work behind the firm's multi-disciplinary portfolio.

#### **EDUCATION**

Master of Architecture  
Bachelors of Architecture  
University of Arizona, 1996

Bachelor of Science  
Environmental Design  
Syracuse University, 1994

#### **RELEVANT EXPERIENCE**

**Kewalo Marina and Harbor Redevelopment**, Honolulu, Hawaii.

**International Market Place**, Waikiki, Hawaii.

**Castle Hills Community**, Lewisville, Texas.

**Town Centre Corte Madera**, Corte Madera, California.

**NOCC Trade District**, New Orleans, Louisiana.

**Stoneridge**, Pleasanton, California.

**Brea Mall**, Pleasanton, California.

**Ward Village**, Honolulu, Hawaii.

**Bahia Urbana**, San Juan, Puerto Rico.

**10100 Santa Monica Blvd**, Los Angeles, California.

**The Shoppoes at Carlsbad**, Carlsbad, California.

**Mall of San Juan**, San Juan, Puerto Rico.

**Landmark Mall Redevelopment**, Alexandria, Virginia.



## Kevin Kern

**DIRECTOR OF ENVIRONMENTAL GRAPHICS | DENVER, CO**

**505Design**

Kevin Kern is a creative professional with a passion for creating dynamic and memorable environments with over 20 years experience in the development of both national and international environmental graphic design projects, he is skillful in the management of all phases of a project from initial visualization through implementation. Kevin's specialties include identity, wayfinding amenity, and architectural signage design for retail, commercial mixed-use, entertainment, and residential community properties.

### EDUCATION

Bachelor of Fine Arts;  
Interior Architectural Design  
Maryland Institute College of  
Art, 1992

Bachelor of Science  
Environmental Design  
Syracuse University, 1994

### AFFILIATIONS

Society of Experiential  
Graphic Design (SEGD),  
Founding Charlotte Chapter  
Chair, 2008-2016

American Institute of  
Graphic Artists (AIGA)

International Council of  
Shopping Centers (ICSC)

### RELEVANT EXPERIENCE

**Kewalo Marina and Harbor Redevelopment**, Honolulu, Hawaii.

**Romare Bearden Park**, Charlotte, North Carolina.

**BB&T Ballpark**, Charlotte, North Carolina.

**Fountain Park**, Rock Hill, South Carolina.

**Dadeland Mall**, Miami, Florida.

**Mall of San Juan**, San Juan, Puerto Rico.

**oneC1TY - 8 C1TY Blvd.**, Nashville, Tennessee.

**Nexton**, Charleston, South Carolina.

**Kingsley**, Fort Mill, South Carolina.

**Ballantyne Village**, Charlotte, North Carolina.

**Epicentre**, Charlotte, North Carolina.

**St. Johns Town Center**, Jacksonville, Florida.

**West 7th**, Fort Worth, Texas.

**BB&T Point**, High Point, North Carolina.

**Tampa Bay Buccaneers**, Charlotte, North Carolina.

## Individual Qualifications and Experience



### **Anne Landstrom**

**SENIOR PROJECT MANAGER — LOGISTICS & CARGO SUPPLY CHAIN | OAKLAND, CA**  
**Moffatt & Nichol**

Ms. Landstrom has over 35 years of experience in ports, maritime, and international logistics. As a senior manager, Ms. Landstrom's areas of expertise include cargo operations, logistics planning, supply chain planning and management, intermodal and transload logistics and ocean transportation for a broad variety of cargo types. She has managed business planning and economic evaluation projects within the consulting realm for ports, terminal operators, metropolitan planning organizations, and logistics providers, and is a principal advisor for the commercial group.

#### **EDUCATION**

BA, Political Science,  
University of Colorado, 1980

#### **RELEVANT EXPERIENCE**

**Port of Long Beach Latin American Business Development Strategy**, Long Beach, California.

**Port of Oakland Bulk Terminal Feasibility Analysis**, Oakland, California.

**Southern California Area Governments (SCAG) Cross Border Goods Movement Study**, California.

**Total Terminals Intl. (TTI) Market and Technical Due Diligence**, Long Beach, CA.

**Ocean Export Market Study**, Oakland, California.

**Port of Anchorage Business Plan Update**, Anchorage, Alaska.

**Logistics Roadmap Update**, Columbus, Ohio.

**Port of Seattle Container Market Analysis**, Seattle, Washington.

**ACP Container Market and Transshipment Study**, Panama City, Panama.

## Josh Hurwitz

SENIOR CONSULTANT | OAKLAND, CA

**Moffatt & Nichol**



Mr. Hurwitz offers nearly 20 years of experience in commercial infrastructure investment, corporate finance, and business development with an emphasis on port and maritime industries

in the US and Latin America. His expertise is in port acquisition and new concessions, market studies, commercial due diligence, business plan modeling, and negotiation of partnership agreements. Key responsibilities involve advising senior leadership executives from financial institutions, terminal operators, and port authorities on strategy and investment deal sizes between US \$500M – \$2B.

**Port of Oakland Alternative Use Analysis**, Oakland, California.

**Start-up Operating Entity**, Port of Oakland, Oakland, California.

**Long Beach Container Terminal**, Long Beach, CA.

**Port of Long Beach Global Business Development Plan**, Long Beach, California.

**Suitability and Feasibility of Deepening Project at Terminal Pacifico Sur Valparaiso**, Valparaiso, Chile.

**Project Ponce**, Puerto Rico.

**Mobile Roll-on/Roll-Off (Ro/Ro) Market Analysis**, Mobile, Alabama.

**Puerta Mexico Due Diligence and Business Planning**, Toluca, Mexico.

**Puerto Corozal**, Panama.

**Terminal Strategy**, Buenos Aires, Argentina.

**Terminal Valuation**, Paita, Peru.

## Jessica McIntyre

SENIOR ENGINEER/GRANT SPECIALIST | RALEIGH, NC

**Moffatt & Nichol**



Ms. McIntyre is a Waterfront Structural Engineer specializing in the planning and design of recreational and waterfront development projects. Her 18+ years of experience comprises concept development

and feasibility, market and economic studies, grant application and implementation, environmental permitting, evaluation and repair of existing facilities, design of new facilities, and bid phase and construction support services. Her structural design experience encompasses structural evaluation and rehabilitation of existing waterfront structures, analytical modeling and design of pedestrian and vehicular bridges, commercial and recreational piers and fixed and floating docks, bulkheads and retaining walls, and other waterfront structures. Her grant experience spans 15+ years, providing grant application and implementation support for more than 10 distinct projects along the eastern seaboard.

**Lynnhaven Municipal Marina Renovation Plan**, Virginia Beach, Virginia.

**New Orleans Municipal Yacht Harbor**, New Orleans, Louisiana.

**Confidential Boat Storage Facility Business Plan Assessment**, Beaufort, North Carolina.

**Harbor East Marina**, Baltimore, Maryland.

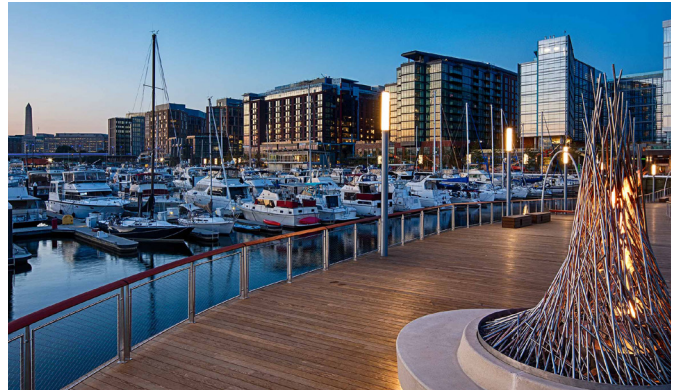
**USCG New London Station and Academy Improvements**, New London, Connecticut.

**The Yards - Final Design**, Washington, D.C.

**The Wharf at the Southwest Waterfront**, Washington, D.C.

**Swan Quarter Waterfront Redevelopment**, Swan Quarter, North Carolina.

## Individual Qualifications and Experience



## THE WHARF AT THE SOUTHWEST WATERFRONT WASHINGTON, D.C.

### CLIENT

Hoffman-Madison Waterfront

### MARKET

Waterfronts

### SCHEDULE

July 2007 - December 2020  
(est.)

### BUDGET

\$87 Million (US)

### SERVICES

Planning, Inspection, Permitting,  
Design, Market Analysis,  
Construction

The District of Columbia has taken a bold step to undo the legacy of urban renewal along the Washington Channel and recreate the Southwest Waterfront as a vibrant destination where historical and local Washington meet. Known as “The Wharf,” the \$2 billion development has reenvisioned 27 acres of land and 24 acres of water as a 3-million square-foot mixed-use development that serves residential, retail, office, hotel, and public uses. It incorporates waterfront parks, promenades, piers, docks, and marinas as well as homes, low-rise buildings and parking. As a key member of the development team, Moffatt & Nichol is providing planning, permitting, market analysis, pro forma, grant application, above- and below-water structural inspections and design services for all waterside elements of The Wharf.

The waterside elements encompass the seawall waterward and comprise repair of the existing seawall, construction of 4 new public piers, reconfiguration of two existing recreational marinas, and repair and expansion of the existing dinner cruise pier. A key component of the project is accommodation of the existing marinas tenants throughout construction; Moffatt & Nichol continues to work with the owner, marinas, and contractors to develop a transition plan to minimize disturbance to the marinas without impacting the construction schedule.





## KEWALO HARBOR WATERFRONT HONOLULU, HI

### CLIENT

Howard Hughes

### MARKET

Commercial Real Estate

### SCHEDULE

60 Days

### BUDGET

\$60,000  
(includes site visit/work)

### SERVICES

Master Plan and Community Outreach (Preparation for Upland Lease Areas); Conceptual Plans; 3D Renderings

505Design began work on The Makai Community Gathering Place, a proposed narrative to describe the importance of Ward Village to the community, as well as the inspiration for a comprehensive and cohesive master plan solution. Five distinctive areas were identified for their unique characteristics and observed opportunities, each defined by the community stakeholder expressions of what Kewalo Should Be. The result is a Kewalo Harbor Waterfront Development Proposal that prioritizes the character and maritime uses of the working harbor, while establishing itself as a new and vibrant Makai Gathering Place for the community.

## Individual Qualifications and Experience



## PILLAR POINT HARBOR SLR REPORT

HALF MOON BAY, CA

### CLIENT

San Mateo County Harbor  
District  
John Moren  
(650) 741-9163  
jmoren@smharbor.com

### MARKET

Waterfronts

### SCHEDULE

August 2017 - December 2017

### BUDGET

\$53,000

### SERVICES

Assessment Report

Moffatt & Nichol prepared a report that assessed the vulnerabilities of Pillar Point Harbor to the effects of sea level rise in accordance with the requirements for Public Trust Lands. The scope of work provided a Sea-Level Rise (SLR) vulnerability assessment for the PPH coastal areas, and included: SLR impact assessment, SLR flood hazard mapping, SLR mitigation-adaptation measures and SLR impact cost analysis. A financial impact scenario and market analysis assessing repair or replacement cost estimates and how future sea levels and shoreline retreat will impact economic values and opportunities were also assessed.

Moffatt & Nichol proposed various solutions to control and reduce potential threats, focusing on soft solutions, hard solutions and passive solutions. The proposed mitigation and adaptation strategies addressed the vulnerabilities of the eight designated zones in the study area, offering targeted solutions for each segment.



## FACILITY CONDITION ASSESSMENT REPORT

### SAN MATEO, CA

#### CLIENT

San Mateo County Harbor  
District  
Scott Grindy, Harbormaster  
scott.grindy@sfgov.org  
(415) 583-3106

#### MARKET

Waterfronts

#### SCHEDULE

June 2014 - December 2014

#### BUDGET

\$65,000

#### SERVICES

Facility Condition Assessment  
Report

Moffatt & Nichol prepared a facilities condition assessment report for two sites: Pillar Point Harbor and Oyster Point Marina. The purpose of the report was to provide a summary of the facility condition survey performed at both locations and a prioritized listing of needed repairs and costs. The study included an analysis of the asset value of all facilities and an estimate of remaining useful life to be used for long term capital planning. The client asked Moffatt & Nichol to visually inspect and evaluate the conditions of the waterside and shoreside structures. Each received a facility condition assessment report, where the condition of both sites were analyzed and assessed for future damage and repair, ensuring continued operations for the facilities. Both reports identified and prioritized maintenance of the facility and identified areas that are in need of replacement.

The condition of the facilities were performed by gathering information from the Marina staff including the staff's identification of known deficiencies and items in need of maintenance or replacement. This information, supplemented by visual observations by Moffatt & Nichol engineers of the marine facilities (docks, piers, and breakwaters), buildings and site facilities (paving, utilities, and lighting) was used to assess the condition of the overall facilities. Waterside inspections were also performed by Moffatt & Nichol. The assessment report also addressed the potential effects of Sea Level Rise at the two locations.

# Individual Qualifications and Experience



## ALAMITOS BAY MARINA LONG BEACH, CA

### CLIENT

City of Long Beach, Department of Parks, Recreation & Marine

### MARKET

Waterfronts

### SCHEDULE

October 2008 - December 2018

### BUDGET

\$100,000,000

### SERVICES

Design-Build, Construction

Moffatt & Nichol is the lead design engineering firm for the reconstruction of the Alamos Bay Marina, which involves the replacement of all docks and piling in Basins 1 through 7, which will transform the 1,967 existing slips into 1,625 new slips; repair of bulkheads; replacement of promenade railing, marina access gangways, and utilities; renovation of existing upland facilities, including repaving the parking lots, landscaping, and renovating or replacing 13 restrooms; basin dredging; and construction of a 10,500 square foot eelgrass mitigation site.

The first phase of construction, which took place in Basin 4, has been completed and boats are now in their new slips. The docks in Basin 1 have recently been demolished and dredging is nearing completion. Basin 1 dredging has posed some initial challenges with a good portion of the sediment exceeding contamination limits for mercury and other constituents. The material was successfully repurposed as contained fill for a new terminal in the Port of Long Beach's Middle Harbor Project.

Moffatt & Nichol has also been responsible for producing the bulkhead repair drawings for the project. This effort includes conducting field investigations to document and assess the existing bulkhead condition, preparing repair options to be value-engineered with the design-build team, and finally providing support and observations during construction.



## BUCKTOWN HARBOR VISION PLAN

BUCKTOWN, LA

### CLIENT

Jefferson Parish; Jennifer Van Vrancken Councilwoman

### MARKET

Waterfronts

### SCHEDULE

September 2018 - Ongoing

### BUDGET

\$90,800 (Phase I);  
\$50,500 (Phase II)

### SERVICES

Planning, Implementation

Commencing late 2017, the Bucktown Harbor Vision Plan was an initiative sponsored by Jefferson Parish Councilwoman Jennifer Van Vrancken and assembled by the consulting team of Moffatt & Nichol (M&N) and Barowka and Bonura Engineers and Consultants (BBEC). The Vision Plan provides a compelling recreational roadmap for the long-range transformation of the harbor area and adjacent land into a series of new passive and active open spaces, expanded boat marina, educational boardwalk, multi-use pavilion, fishing pier, and other park spaces linked by a network of walking paths and bicycle trails.

The Vision Plan is the culmination of an extensive process of public outreach including monthly meetings of a 19-member project steering committee, four days of community workshop sessions, along with a website and survey portal to keep the community engaged and updated. Overall, more than a thousand residents participated in one or all of these public outreach activities.

With the Plan complete, Jefferson Parish is now shifting to implementation, with several key initial steps already underway. Moffatt & Nichol continues to provide support, inclusive of project scoping, grant writing and other related initiatives.

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**STATEMENT OF UNDERSTANDING AND  
APPROACH TO SCOPE OF WORK**

## PROJECT UNDERSTANDING

The water's edge is often the most defining characteristic of a community. It's a place of commerce, recreation, tourism and celebration of civic memory and prophecy. It also often is a battleground for competing economic and social interests and overlapping community values. Improvement and maintenance can come at great expense. And while it always posed a myriad of dangers, the water's edge is increasingly under threat from sea level rise, climate change and the degradation of water quality and habitat loss.

Waterfront Master Planning is, at its root, a process of finding the best achievable balance between everything and everyone comprising the community for which it is a part. A good waterfront plan plots an actionable path forward to achieving and preserving this balance between uses, users, public policy, safety, and the natural environment. We see this as the ultimate objective desired by the San Mateo Harbor District as it embarks on its current master planning effort.

There is, however, an added level of difficulty associated with the formulation of the District's Master Plan. The District's portfolio is comprised of two distinct facilities—Pillar Point Harbor (PPH) and Oyster Point Marina/Park (OPM). Each has its own set of issues, opportunities and user groups. PPH, a historic focus of commercial fishing, is undergoing change to include more varied recreational and tourist use. OPM is increasingly surrounded by office and other land uses that afford both new challenges and opportunities in its daily operation and long-term evolution. While both facilities are imperiled by the potential impacts associated with sea level rise and the need for heightened resilience of in-water and onshore assets, the ultimate approach to addressing and prioritizing improvements will likely be different for each location.

Thus, finding the best achievable balance of uses and users at PPH and OPM is an essential part of this engagement as is establishing a sustainable, long-term future for the District's portfolio in totality.

In the pages that follow, we present our detailed approach to achieve District Master Planning aims. Advancement of our project approach will result in:

- Creation of a Master Plan that serves as a comprehensive, prioritized guide for future capital investment projects.
- Actionable physical improvements, upgrades, solutions for ongoing land use conflicts and new ideas for District facilities unearthed through thoughtful, focused engagement of the Board, staff, users and the community at-large.
- A plan that seeks the best achievable balance of resource protection, coastal access, sustainable development, water dependent businesses and active and passive public recreation.
- A visual, user-friendly compendium communicating with clarity the long-range vision for District facilities.

# Statement of Understanding and Approach to Scope of Work

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## PROJECT APPROACH

Our recommended methodology for Master Plan preparation is divided into four main stages:

- **Stage 1 – Site Assessment**
- **Stage 2 – Priorities, Program and Planning Framework Development**
- **Stage 3 – Initial Pillar Point Harbor and Oyster Point Marina/Park Concepts**
- **Stage 4 – Final Master Plan Preparation and Roll-Out**

Each stage and related deliverables are described in detail in the following section.

Robust District and community interaction is a critical success factor for Master Plan preparation. Throughout our project approach, we identify key points of interaction with the following four main audiences:

- **The District Board.** San Mateo Harbor District Board members. A total of four work sessions are scheduled.
- **District Project Management Team.** The Project Manager and other key staff assigned by the District for the day-to-day management of the planning process. Involvement of this team will occur throughout the process and formal District and public work sessions. Bi-weekly WebEx conference calls will be scheduled.
- **Key Knowledge Resources/Stakeholders.** District and County staff, dock masters, key tenants, associations, agencies, and others with a unique perspective or compiled knowledge useful to frame site issues and overall Master Plan direction.
- **Users and the Broader Community.** All individuals captured as part of formal public work session meetings and online engagement surveys and efforts.

## STAGE 1: SITE ASSESSMENT

Site assessment clarifies our understanding of place as it was, is and could be in the future. Collection of data, key knowledge resource/stakeholder feedback and site research transitions into opportunity and issue identification, map preparation and the fitting into place of foundational project pieces.

[Stage 1 deliverables include: Presentation materials summarizing all work completed under Stage 1 ; notes and report-outs associated with Work Session One \(Project Kick-Off\) and key knowledge resource/stakeholder meetings; final public outreach and communications plan.](#)

### 1.1 Pre-Work Effort and Data Collection.

Following Client issued Notice to Proceed (NTP), the Moffatt & Nichol Team will conduct an initial data needs inventory. Anticipated information for assembly includes:

- Boundary, topographical, bathymetric, parcel line, easement, building footprint and other digitized mapping data for Pillar Point Harbor (PPH) and Oyster Point Marina/Park (OPM) and surrounding properties and waters;
- Studies, reports and/or condition surveys of in-water, uplands, building and existing facilities found at each marina site (inclusive of the 2014 Conditions Survey), environmental conditions, internal and external roadways and traffic



# Statement of Understanding and Approach to Scope of Work

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- volumes, planned roadway improvements, sites serving infrastructure and utilities, and other related information;
- The District's ADA Transition Plan and Self Evaluation;
- Sea level, resiliency and adaptation studies or relevance to PPH and OPM;
- The current Capital Improvement Plan (CIP), sources of revenues, expenses, vacancy rates and slip utilization/mix, existing leases and contractual obligations previous and current applications for grants and other funding;
- Previous master plans, visioning sessions and scoping studies for the District as well as those of relevance to surrounding parcels, neighborhoods and the County.

## **1.2 District Work Session One, Site Tour and Meetings.**

The Moffatt & Nichol Team will hold a kick-off meeting with the District Board and Project Management Team to discuss project goals and objectives; current/critical improvements and priorities; revise and finalize the timeline and public outreach and communication requirements; and, review of assembled/outstanding project data. Following this meeting, the Moffatt & Nichol Team will conduct an initial site visit with the District Board Members and the Project Management Team.

Moffatt & Nichol will then hold one-on-one meetings with key knowledge resources/stakeholders. These meetings could include discussions with District and County staff, dock masters, key tenets and associations (e.g., propeller club, fisherman's association), agencies and others to be identified. These meetings will be scheduled beforehand and with District Project Management Team approval.

## **1.3 Site and Conditions Assessment.**

Using the data assembled, the Moffatt & Nichol Team will prepare a detailed update to the 2014 Conditions Assessment as well as assemble a baseline of other site information, financial data, context and map sets needed for Master Plan preparation. From this assessment, the Moffatt & Nichol Team will prepare a concise identification of PPH and OPM opportunities and constraints along with areas in most need of critical investment.

## **1.4 Case Study**

Success and failure leaves clues. Working with the District and other sources, the Moffatt & Nichol Team will select three locations for case study research. Locations will be selected based on the identification of issues similar to those faced by the District and its PPH and OPM facilities. The work will seek to derive key lessons learned that can help inform the overall planning process.

## **1.5 Outreach Plan and Assets.**

Form the work assembled under Stage 1, the Moffatt & Nichol Team will prepare a detailed public outreach plan for the balance of the master planning process. The plan will include public meeting dates and locations, awareness campaigns, policies for communication with the press and other information. One important tool for use throughout the process is a project website and social media platform (e.g., Facebook page, Twitter feed). Project partners PublicInput.com will establish a project website and social media platforms that details the overall planning effort and issues, provides online survey opportunities and conveys other salient project information. The detailed public outreach plan along with a working prototype of the website and anticipated community survey materials will be assembled into a report format for Client review and approval.

# Statement of Understanding and Approach to Scope of Work

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## **STAGE 2: PRIORITIES, PROGRAM AND PLANNING FRAMEWORK**

What priorities does the District and its users have for PPH and OPM? What core tenets should guide our thinking about future uses at these facilities? How best should we balance public interests? What types of investments are possible and desirable? These and other key questions are explored in Stage 2.

Deliverables include presentation materials summarizing all work completed under Stage 2; posters, presentations, survey results and related webpage materials generated as part of the user “Issues and Priorities” work sessions and survey work.

### **2.1 District Work Session Two.**

The Moffatt & Nichol Team will hold a work session with the District Board and Project Management Team. This work session will provide a venue to present the results from Stage 1 and start the process of formulating a detailed mission, core tenets and planning framework for the master planning effort overall, and specifically, PPH and OPM facilities. Work Session One will also finalize all community outreach plan assets, inclusive of survey materials and the project website (drafts of both will be provided prior to the work session).

Exploration of the mission, core tenets, and planning framework is an essential aspect of this work session. This work—which will continue throughout Stage 2—will help frame District, user and community values and features. It will also establish important waypoints to help in our exploration of how best to balance competing interests at PPH and OPM.

### **2.2 “Your Waterfront - Issues and Priorities” Community Work Session.**

The Moffatt & Nichol Team will hold the first of two community engagement sessions to discuss the results of the site conditions assessment and case study and learn what issues and priorities users and the community-at-large has for PPH and OPM. This Community Work Session, entitled “Your Waterfront – Issues and Priorities,” is designed to create a collective understanding about the issues and opportunities facing PPH and OPM and open channels of dialogue as to the best ways to address and balance these over time.

Our recommended approach—which will be finalized per our public outreach plan in Stage 2—is to hold a day long session for PPH and a separate day long session for OPM. Each day long session would be an open house format, where users and community members can “drop-in,” review work, complete a survey and ask questions of the project team. Two formal presentations will also be provided, typically one around lunch and one during the early evening. Each day-long work session will be highly interactive—not a static presentation of results—allowing the attendees to interact with the planning team to start the process of outlining early solutions to address issues and opportunities.

### **2.3 Program Scenario Development.**

Using the data assembled, the Moffatt & Nichol Team will prepare a detailed update to the 2014 Conditions Assessment as well as assemble a baseline of other site information, financial data, context and map sets needed for Master Plan preparation. From this assessment, the Moffatt & Nichol Team will prepare a concise identification of PPH and OPM opportunities and constraints along with areas in most need of critical investment.

# Statement of Understanding and Approach to Scope of Work

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## **2.4 Stage 2 Report Outs.**

The Moffatt & Nichol Team will assemble a summary of all work prepared under Stage 2. Work will be presented to the Project Management Team during a regularly scheduled WebEx conference call to receive feedback and discuss project next steps.

## **STAGE 3: INITIAL PILLAR POINT HARBOR AND OYSTER POINT MARINA PARK ALTERNATIVE CONCEPTS**

The master plan starts to take shape during this stage, with an iterative exploration of initial and more advanced ideas and concepts for PPH and OPM. Strategies for project implementation are also explored.

Deliverables include presentation materials summarizing all work completed under Stage 3; posters, presentations, survey results and related webpage materials generated as part of the community “Future Visions” work session.

### **3.1 Initial Ideas and Concepts.**

The Moffatt & Nichol Team will prepare several initial concepts for PPH and OPM that comprehensively address and respond to the site condition assessments, opportunities and constraints, program scenarios, mission, core tenets and other outputs from Stages 1 and 2. Initial concepts will be hand drawn/rendered and prepared at a scale suitable for presentation and in sufficient detail to address overall use and activity area relationships; in-water and shoreside operations; general building, logistical area, and parking footprints; interconnected open space and recreational zones; areas; and, other elements. A matrix highlighting the qualitative and quantitative similarities and differences of each initial concept alternative will be prepared.

### **3.2 District Work Session Three.**

District Work Session Three will explore initial concepts, with ample time given to allow District Board and Project Management Team members to review and shape offered ideas. The Moffatt & Nichol Team will highlight the strengths and weaknesses of each initial concepts as well as discuss approaches to fund and implement respective elements.

Following this work session and as directed by the Board, the Moffatt & Nichol Team will conduct one-on-one meetings with key knowledge resources/stakeholders to gather impressions on each alternative concept.

A combined set of comments from the session and any key knowledge resource/stakeholder meetings will be used to better each initial concept and ready them for Community Work Session 2.

### **3.3 “Future Visions for Pillar and Oyster Points” Community Work Session.**

For this second user and community work session, the Moffatt & Nichol team will update the project website to reflect initial ideas and concepts for PPH and OPM and present a series of survey questions related to these concepts. Public meetings will occur over a two-day period (one day for PPH and a second day for OPM) and involve both open house elements and formal presentations. The goal will be to interact with users and the public and learn the degree to which presented concepts meet the mission, core tenets and initial community preferences for each site. The work session will also be another opportunity to gather new, often fine-grain ideas for each project site elements.

# Statement of Understanding and Approach to Scope of Work

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## **3.4 Refined Ideas and Concepts.**

The Moffatt & Nichol Team will refine ideas and concepts for PPH and OPM, with the goal of establishing a preferred plan with built-in flexibility in key investment areas and more robust ideas on project element implementation.

## **3.5 Stage 3 Report Outs.**

The Moffatt & Nichol Team will assemble a summary of all work prepared under Stage 3, inclusive of preferred plans for PPH and OPH. Work will be presented to the Project Management Team during a regularly scheduled WebEx conference call to receive feedback and discuss project next steps.

## **STAGE 4: FINAL MASTER PLAN PREPARATION AND ROLL-OUT**

The final project stage involves the drafting of the Master Plan and all final contract deliverables.

[Deliverables include draft and final San Mateo County Harbor District Master Plan documents \(digital and hard copy\); presentations and other final materials used for District Work Session Four.](#)

## **4.1 Business and Investment Strategy.**

With the “why” (the mission) and “what” (the preferred site plans) addressed, the focus turns to detailing implementation and project finance—the “how.” For this task, the project team will assemble an early draft(s) of the Capital Improvement Projects (CIP) schedule linked to Master Plan projects/efforts and including opinions of probable costs and potential source(s) of funding. Potential grants to help offset costs will be identified and linked to the draft CIP. Other macro initiatives of importance to the District or sites aside from PPH and OPH will also be addressed.

## **4.2 Draft Master Plan.**

The Moffatt & Nichol Team will prepare an initial draft of the District Master Plan. The draft will include illustrative site plan(s) for PPH and OPM, plan functional layers (diagrams) depicting project elements and operational zones as well as supporting imagery, architectural design alternatives, renderings and other visual materials to communicate the character of plan concepts. The Draft Plan will clearly convey how depicted improvements and actions work to better resource protection, coastal access, sustainable development, water dependent businesses, and active and passive recreation. An emphasis will be placed on how the plan and District can take needed actions, with a revised CIP Schedule, business and investment strategy, listing of potential funding sources, opinions of probable costs for project initiatives, needed policy and land use initiatives with the County and other agencies and other information. Recommendations for facility improvements/adaptation to address sea level rise and resiliency will be detailed.

The draft Master Plan will be assembled in book and digital formats. This task will involve working through several iterations of text, graphics and other elements needed to communicate project elements and intent. The Moffatt & Nichol Team will format and organize the document to be highly visual, readable and accessible.

#### **4.3 District Work Session Four.**

District Work Session Four will include a detailed presentation of the draft Master Plan to all meeting participants. All comments will be assembled into a single set of action items and plan edits to update the work and resubmit for all final comments.

#### **4.4 Final District Master Plan Preparation.**

The District Project Management Team will deliver a single organized set of all requested final edits to the Draft Master Plan. From the comment set, the Moffatt & Nichol Team will prepare a final Master Plan in book and digital (PDF and Web) formats.

### **EXCLUSIONS**

The following exclusions are provided along with our scope of services:

- Detailed building and in-water structural inspection of District facilities.
- Environmental permits and other planning permissions are not included in this scope.
- All mapping and drawings will be in AutoCAD and PDF formats, utilizing a 22" x 34" layout.
- Only digital copies of the Master Plan; the District will be responsible for all printing of draft and final documents.
- Client is responsible for booking and cost of all facilities and venue charges associated with community engagement meetings.
- Client is responsible for all official (e.g., by law) public notice and related media / advertising charges.

**CREATIVE  
PEOPLE,  
PRACTICAL  
SOLUTIONS.**

E

FINANCIAL STABILITY



Certified Public Accountants  
and Financial Advisors

**Moffatt & Nichol and Subsidiaries**  
Consolidated Financial Statements  
December 29, 2018 and December 30, 2017

CONFIDENTIAL



## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Shareholders  
Moffatt & Nichol and Subsidiaries

We have audited the accompanying consolidated financial statements of Moffatt & Nichol (a California corporation) and Subsidiaries (collectively the "Company"), which comprise the consolidated balance sheets as of December 29, 2018 and December 30, 2017, and the related consolidated statements of comprehensive income, shareholders' equity, and cash flows for the fiscal years then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.





## Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Moffatt & Nichol and Subsidiaries as of December 29, 2018 and December 30, 2017, and the results of their operations and their cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

## Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The supplemental schedules presented on pages 26 through 28 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

## SQUAR MILNER LLP

*SQUAR MILNER LLP*

Irvine, California  
March 27, 2019

CONFIDENTIAL

**MOFFATT & NICHOL AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**December 29, 2018 and December 30, 2017**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 6,475,000	\$ 7,493,000
Short-term investments	721,000	813,000
Contracts receivable, net	41,075,000	35,073,000
Advances to stockholders	624,000	112,000
Prepaid expenses and other assets	4,199,000	5,029,000
Total current assets	<u>53,094,000</u>	<u>48,520,000</u>
<b>Property and Equipment, net</b>	6,759,000	5,772,000
<b>Noncurrent Assets</b>		
Deferred tax assets, net	3,358,000	2,809,000
Investments in and advances to unconsolidated joint ventures	1,021,000	695,000
Deposits and other assets	1,144,000	815,000
Total noncurrent assets	<u>5,523,000</u>	<u>4,319,000</u>
Total assets	<u>\$ 65,376,000</u>	<u>\$ 58,611,000</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable and accrued liabilities	\$ 9,584,000	\$ 8,964,000
Accrued payroll and related liabilities	5,906,000	4,765,000
Billings in excess of costs on uncompleted contracts	7,957,000	4,958,000
Current portion of long-term debt to officers and shareholders	1,001,000	1,127,000
Total current liabilities	<u>24,448,000</u>	<u>19,814,000</u>
<b>Noncurrent Liabilities</b>		
Long-term debt to officers and shareholders, net of current portion	1,716,000	1,595,000
Total noncurrent liabilities	<u>1,716,000</u>	<u>1,595,000</u>
Total liabilities	<u>26,164,000</u>	<u>21,409,000</u>
<b>Commitments and Contingencies (Note 13)</b>		
<b>Shareholders' Equity</b>		
Preferred stock, \$100 par value; 2,000 shares authorized, no shares issued or outstanding	-	-
Common stock, no par value; 1,500,000 shares authorized; 200,800 and 208,077 shares issued and outstanding as of December 29, 2018 and December 30, 2017, respectively	10,000	10,000
Additional paid-in capital	(10,607,000)	(9,081,000)
Subscription notes receivable	(832,000)	(926,000)
Retained earnings	54,360,000	49,969,000
Accumulated other comprehensive loss	(3,719,000)	(2,770,000)
Total shareholders' equity	<u>39,212,000</u>	<u>37,202,000</u>
Total liabilities and shareholders' equity	<u>\$ 65,376,000</u>	<u>\$ 58,611,000</u>

**MOFFATT & NICHOL AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
For the Fiscal Years Ended December 29, 2018 and December 30, 2017

	<u>2018</u>	<u>2017</u>
<b>REVENUE</b>	\$ 164,841,000	\$ 147,688,000
<b>COSTS AND EXPENSES</b>		
Direct labor	(40,120,000)	(36,412,000)
Subconsultants	(39,607,000)	(34,038,000)
Other direct	(4,873,000)	(4,348,000)
Selling, general and administrative	(75,178,000)	(69,263,000)
Total costs and expenses, net	<u>(159,778,000)</u>	<u>(144,061,000)</u>
<b>OPERATING INCOME</b>	5,063,000	3,627,000
<b>OTHER INCOME (EXPENSE)</b>		
Interest expense	(137,000)	(138,000)
Interest income	113,000	53,000
Equity in net (losses) earnings of unconsolidated joint ventures	<u>(364,000)</u>	<u>75,000</u>
<b>INCOME BEFORE INCOME TAXES</b>	4,675,000	3,617,000
<b>INCOME TAX (PROVISION) BENEFIT</b>	<u>(284,000)</u>	<u>3,503,000</u>
<b>NET INCOME</b>	<u>\$ 4,391,000</u>	<u>\$ 7,120,000</u>
Other comprehensive (loss) income, net of tax:		
Foreign currency translation adjustments	\$ (857,000)	\$ 574,000
Unrealized (loss) gain on change in fair value of investments	<u>(92,000)</u>	<u>121,000</u>
Total other comprehensive (loss) income, net of tax	<u>(949,000)</u>	<u>695,000</u>
Comprehensive income	<u>\$ 3,442,000</u>	<u>\$ 7,815,000</u>

**ATTACHMENT A**  
**COST PROPOSAL FORMS**

## COST PROPOSAL FORMS

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Notice Inviting Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

**THE PROPOSAL BELOW INCLUDES ANY AND ALL LABOR, MATERIALS, APPLICABLE TAXES, INSURANCE, SUBCONTRACTOR COSTS, TRAVEL EXPENSES, TELEPHONE COSTS, COPYING COSTS, PROFIT, ADMINISTRATIVE AND OVERHEAD FEES, AND ALL OTHER COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT. ANY PROPOSED REIMBURSABLE COSTS SHALL BE SEPERATELY IDENTIFIED (E.G. OVERNIGHT DELIVERY, UPCHARGE ON 3RD PARTY INVOICES).**

Position	Unburdened Hourly Rate	All Inclusive Hourly Rate	Estimated Hours per month	Total Monthly Fee	Total Fee
Principal ENG/SCI.	95.01	273.00	16.00	4,368	26,208
Supervisory ENG/SCI	76.71	259.00	20.00	5,180	31,080
Sr ENG/SCI	75.50	238.00	20.00	4,760	28,560
ENG/SCI III	54.11	223.00	40.00	8,920	53,520
Staff ENG/SCI	30.65	139.00	80.00	11,120	66,720
Designer	30.74	180.00	60.00	10,800	64,800
			Sub Total	45,148	270,888
Sub Consultants					60,000
Markup on Subconsultants					6,000
Travel					3,500
Reproduction and Delivery					1,000
Outreach Material					1,200
<b>Total</b>					<b>342,588.00</b>

Stage		Fee Range	
		Low	High
1	Site Assessment	41,120	51,400
2	Program Development	71,960	102,800
3	Initial Concepts	68,480	85,600
4	Final Master Plan	71,960	102,800
<b>Totals</b>		<b>253,520</b>	<b>342,600</b>

Hourly Rate should include overhead costs as listed above. Time spent traveling to and from District meetings held within San Mateo County and any travel costs associated with such travel is not reimbursable. \*\*Estimated Hours should be based on comparable size and complexity of similar governmental entity.

**The Cost Proposal Form must be signed on the next two pages (Pages 1 and 2 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all documents submitted with these Cost Proposal Forms.**

**NAME UNDER WHICH BUSINESS IS CONDUCTED**

**CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT**

Name: Dilip Trivedi

Business Address: 2185 N California BL #500

City/State/Zip: Walnut Creek, CA 94596

Telephone Number: 925 944 5411

Facsimile Number: (925) 944-4732

E-Mail Address: dtrivedi@moffattnichol.com

**MANDATORY SIGNATURE(S)**

- SOLE OWNER sign here:** I sign as sole owner of the business named above.

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

- PARTNERSHIP, one or more partners sign here:** The undersigned certify that we are partners in the business named above and that we sign this Proposal with full authority to do so.

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

- CORPORATION OR LLC sign here\*:** The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Entity Name: Moffatt & Nichol

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

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

Incorporated under the laws of the State: \_\_\_\_\_

*\* If the Proposer is a corporation, this Cost Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Cost Proposal Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's board or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

- IF JOINT VENTURE, officers of each participating firm sign here:** The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Joint Venture Name: \_\_\_\_\_

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

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

# Professional Services Agreement (Exhibit B)

## AGREEMENT

### MASTER PLAN DEVELOPMENT

THIS AGREEMENT is made as of this [redacted] day of [redacted] 201[redacted], by and between the **San Mateo County Harbor District** ("District") and [Contractor Name]. ("Contractor").

WHEREAS, the District desires to obtain professional services in connection with the Master Plan Development Project and has issued an RFP dated XX xx, 2019, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, Consultant desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated [Proposal Date], a copy of which is attached and incorporated as Exhibit B; and

WHEREAS, the District's Board of Harbor Commissioners, at its meeting on [Meeting Date], authorized the General Manager to enter into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### 1. RENDITION OF SERVICES

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of Consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

#### 2. SCOPE OF SERVICES

Consultant will provide District the scope of services set forth in Exhibit A, as supplemented by Exhibit B, in accordance with the terms and conditions of this Agreement. In the event of any inconsistency between the terms this Agreement and the terms of Exhibit A or B, this agreement shall prevail.

#### 3. SCHEDULE

Consultant will commence work upon District's issuance of a Notice to Proceed and, unless the Agreement is terminated sooner pursuant to Section 20 will complete all work within [Insert timeline for completion of the work].

#### 4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that [NAME AND TITLE] shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District,



which will not be unreasonably withheld, the Consultant may substitute this person with another person, who shall possess similar qualifications and experience for this position.

**5. COMPENSATION**

The Consultant agrees to perform all of the services included in Section 1 for the total all-inclusive not-to-exceed amount] of \_\_\_\_\_, in accordance with Exhibit A. The all-inclusive amount includes all labor, materials, taxes, profit, overhead, insurance, sub-consultant costs and all other costs and expenses incurred by the Consultant. The not-to-exceed amount is not guaranteed; compensation will be based on services actually rendered and expenses actually incurred. In addition to the overall not-to-exceed amount stated above, Consultant may not exceed the amounts specified in Exhibit B for each individual task within the scope of services without the written permission of the District. Nor may the Consultant apply time spent on one task to the budgeted amount for another task without the written permission of the District.]

In the event the District requests Consultant to perform any additional services, the parties will agree on the cost of such services, either on an agreed upon lump sum amount, or on a time and materials basis at the hourly rates listed in Exhibit A.

**6. NOTICES**

All communications relating to the day-to-day activities of the project shall be exchanged between the District's [TITLE, NAME] and the Consultant's [TITLE, NAME].

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District:                      San Mateo County Harbor District  
504 Ave. Alhambra, Ste. 200  
P.O. Box 1449  
El Granada, CA 94018  
  
Attention: General Manager

If to the Consultant:

[  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**7. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any sub-consultant upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including, without limitation, patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

**8. CONFIDENTIALITY**

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees, and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, sub-consultants, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District. **Confidentiality obligations: There are usually General exceptions to these, but those terms are not listed.**

**9. SUBCONSULTANTS**

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any sub-consultants must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The

Subconsultants are to comply with the requirements of the Agreement; Moffatt & Nichol's insurance policies do not provide 30-days' advance written notice for reductions (section A(4)-page 22).

Consultant shall be solely responsible for reimbursing any sub-consultants, and the District shall have no obligation to them.

**10. CHANGES**

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

**11. RESPONSIBILITY; INDEMNIFICATION**

The Consultant shall indemnify, keep and save harmless the District and its Commissioners, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, ~~or that may be alleged to have occurred,~~ arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, sub-consultants or agents; or
- B. ~~Any allegation that~~ <sup>that</sup> materials or services provided by the Consultant under this Agreement ~~infringe or violate~~ any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

~~The Consultant further agrees to defend any and all such actions, suits or claims, with counsel acceptable to the District in its sole discretion and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same.~~ This indemnification shall survive termination or expiration of the Agreement. **The indemnification obligations have upfront defense for alleged negligence or violations and such obligations may not be covered by M&N's Errors & Omissions insurance. Suggested revisions shown in red.**

**12. INSURANCE**

**A. Types of Insurance**

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Consultant shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at

all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any sub-consultant, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its sub-consultants to procure and maintain, at the Consultant's (or its sub-consultant(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its sub-consultant(s)).

1) Commercial General Liability Insurance

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) Business Automobile Liability

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) Workers' Compensation and Employers' Liability Insurance

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, Commissioners, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Professional Liability Insurance

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

**B. General Insurance Requirements**

1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2) Procure and Maintain Insurance

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Consultant shall be responsible for payment of any deductible or retention on the Consultant's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Consultant or any sub-consultant contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, sub-consultant, or any of their officers, directors, employees, agents, or suppliers, even if the Consultant or sub-consultant is not a named defendant in the lawsuit.

**C. Evidence of Insurance and Endorsements**

Prior to commencing work or entering onto the District's property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverage's, including the following endorsements:

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) Such insurance shall include as additional insureds the District, and its respective Commissioners, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**D. Consequence of Lapse**

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

**13. MANNER OF PAYMENT**

Consultant will submit detailed monthly invoices at the end of each month describing the work performed and the associated deliverable, which will be consistent with Exhibit B. Invoices will also include total expenditures to date and the remaining balance on the budgeted or not-to-exceed amount. Invoices will be prepared in a format acceptable to District. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

**14. CONSULTANT'S STATUS**

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Consultant, and the legal relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

**15. ASSIGNMENT**

Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of District.

**16. DISTRICT WARRANTIES**

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**17. DISTRICT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Harbor Commissioners of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

**18. DISPUTE RESOLUTION**

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

**19. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS**

All Consultant and sub-consultant costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its sub-consultants shall permit the District or its authorized representatives to inspect, audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultants agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.



**20. TERMINATION**

The District shall have the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to affect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

**21. NONDISCRIMINATION**

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**22. CONFLICT OF INTEREST**

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

**23. PUBLICITY**

The Consultant, its employees, sub-consultants, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

**24. ATTORNEY'S FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

**25. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**26. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**27. NO THIRD-PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**28. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

**29. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**30. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

**SAN MATEO COUNTY HARBOR DISTRICT**

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

*\*This Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*



moffatt & nichol

**WALNUT CREEK**

2185 N California Blvd  
Suite 500  
Walnut Creek, CA 94596  
925.944.5411  
moffattnichol.com

**CREATIVE PEOPLE, PRACTICAL SOLUTIONS.**

Moffatt & Nichol is a global infrastructure advisory firm working from 36 offices and 7 countries. We provide practical solutions to clients in the marine terminal, transportation, energy, environmental, federal, and urban development markets around the world. We are a multidiscipline professional services firm with specialized expertise in structural, coastal, and civil engineering; environmental sciences; economics analysis; inspection & rehabilitation; and program management solutions.



## San Mateo County Harbor District

<b>Policy</b>	<b>Number:</b> 3.3	<b>Date:</b> April 18, 2018	<b>Revision:</b>
<b>Title:</b> Rules for the Preparation and Distribution of Meeting Agendas	<b>Prepared By:</b> S. McGrath	<b>Approved By:</b> Resolution 18-06	<b>Page:</b> Page 1 of 3
<b>Purpose:</b> To guide the development of agendas for the Board of Commissioners			

### STATEMENT OF POLICY

#### I. General:

The following rules for the preparation of the agenda for Harbor Commission Meetings are based on the premise that it is in the interest of good government that the public and the San Mateo County Harbor District be fully informed on all matters upon which the District is called upon to act; that the Harbor Commission relies upon the members of the Harbor District staff to prepare proper reports and thorough research and investigation require adequate time to carry out their duties and responsibilities.

Additionally, District Policy 6.2.5 'Harassment, Discrimination and Retaliation Prevention' is specifically referenced herein to affirm that the District has zero tolerance for harassment, discrimination or retaliation in the application of any of the District's policies, procedures or rules.

#### II. Preparation of Agenda:

- A. The General Manager shall prepare an agenda for each regular and special meeting of the Board of Harbor Commissioners, which, for regular meetings, shall include, but not be limited to:
  - i. An opportunity for members of the public to address the Board on items not on the agenda;
  - ii. An opportunity for Commissioners to make comments or public statements;
  - iii. A Consent agenda of routine items that may be approved by one motion;
  - iv. A Discussion agenda of matters of public significance, items requiring Board action or items requiring Board direction to staff;
  - v. A Future Agenda Items section for Board discussion and action on items to be placed on future agendas.

## San Mateo County Harbor District

<b>Policy</b>	<b>Number:</b> 3.3	<b>Date:</b> April 18, 2018	<b>Revision:</b>
<b>Title:</b> Rules for the Preparation and Distribution of Meeting Agendas	<b>Prepared By:</b> S. McGrath	<b>Approved By:</b> Resolution 18-06	<b>Page:</b> Page 2 of 3
<b>Purpose:</b> To guide the development of agendas for the Board of Commissioners			

B. Authority to place matters on the Agenda:

The following persons shall have the authority to place matters on the agenda:

1. The Board of Harbor Commissioners, by majority vote (Board).
2. A committee of the Harbor District, on a matter within the scope of the committee, and approved by the committee as a whole.
3. The General Manager of the Harbor District.
4. The legal counsel of the Harbor District.

C. Unless specifically directed otherwise by the Board, the General Manager will determine the schedule for placement of items on the agenda of a future meeting, depending on the availability of staff and/or consultant resources and the complexity of the subject.

D. All matters placed on the agenda shall be identified by author.

E. If a Commissioner wishes to place an item on a future agenda, he or she shall first suggest the item under the Future Agenda Items portion of the Harbor District meeting agenda; and shall make a motion to that effect. If the motion is passed by the Board, the item will be placed on a future agenda.

F. Once the agenda has been posted to the District's website, an item may not be removed therefrom except by the majority vote of the Commission at the time the item is called at the meeting.

III. Posting of Agenda:

A. The agenda shall be posted in compliance with the provisions of the "Brown Act", Government Code §54950 et sequitur, and in accordance with District Policy 3.2, 'Brown Act Compliance'.

<b>Policy</b>	<b>Number:</b> 3.3	<b>Date:</b> April 18, 2018	<b>Revision:</b>
<b>Title:</b> Rules for the Preparation and Distribution of Meeting Agendas	<b>Prepared By:</b> S. McGrath	<b>Approved By:</b> Resolution 18-06	<b>Page:</b> Page 3 of 3
<b>Purpose:</b> To guide the development of agendas for the Board of Commissioners			

IV. Distribution of the Agenda:

- A. When distributing agenda packages and other materials to Commissioners, those materials should be provided to all Commissioners at the same time. Agenda packets, except for closed session materials, must also be made available to the public once distributed to the Commission.
- B. Copies of the agenda, and notice of Board packet availability, shall be distributed to:
  - 1. All members of the Board of Harbor Commissioners.
  - 2. Each of the Harbor Masters.
  - 3. Legal Counsel of the Harbor District.
  - 4. Members of the public who have requested, in writing, the printed agenda and packet, providing that they have paid the fee to cover the cost of distribution.
  - 5. Members of the public who have requested addition to the electronic distribution list of agenda and board packet availability.
- C. At the Commission Meetings, copies of the agenda and Board packet shall be made available for the public attending the meeting.



## Staff Report

**TO:** Board of Harbor Commissioners  
**FROM:** John Moren, Interim General Manager  
**DATE:** September 18, 2019  
**SUBJECT:** Grant Identification and Writing Consulting Services

**Recommendation/Motion:**

**Motion:** Authorize the Interim General Manager to execute a Professional Services Agreement (PSA) for Grant Identification and Writing Consulting Services with California Consulting Inc. on an hourly basis consistent with attached proposal for an amount not to exceed \$50,000.

**Background:**

The San Mateo County Harbor District (District) has an aggressive Capital Improvement Program, multiple large and costly projects both underway and in the planning stage. California Consulting Inc. is the largest grant writing consulting firm in California, with a proven history of success. With offices in Southern California, Northern California and Central California, they have almost 80 clients statewide. They have 30 members of their team from Chico in the North, to San Diego in the South.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. They have secured over \$1.7 billion for their clients since inception through grant writing and government advocacy efforts combined.

The California Consulting team boasts nearly 25 grant writers. Through years of experience, their grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 900 competitive grants that have been funded, generating over \$210 million for their clients. Their aggressive, hard-working, and results-oriented style has translated into millions of dollars for their clients. Their professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public



safety their grants team knows where to locate grant funds and how to successfully write the applications.

On a trial basis, District Interim General Manager brought on California Consulting Inc. in May 2019 to identify and apply for available grant opportunities for the PPH H-Dock Replacement Project and the PPH Fishing Pier Rehabilitation Project. As of August 30, 2019, California Consulting Inc. has applied for the DBW Boating Infrastructure Grant (BIG) and US DOI Fish and Wildlife HQ NWRS System Enhancements Grant for these two projects respectively. They have also identified several other grant opportunities as outlined in attached Grant Opportunity Identification Sheet.

District staff believes a continued relationship with California Consulting Inc. will enhance opportunities for successful grant applications in the very competitive selection process.

**Summary/Recommendation:**

Staff recommends the Board authorize the Interim General Manager to execute a Professional Services Agreement (PSA) for Grant Identification and Writing Consulting Services with California Consulting Inc. on an hourly basis consistent with attached proposal for an amount not to exceed \$50,000.

**Attachments:**

1. [California Consulting Inc. Proposal](#)
2. [Grant Opportunity Identification Sheet](#)



## **A Proposal for San Mateo County Harbor District**

### ***History***

Founded in 2004, California Consulting, Inc., has a solid reputation for hard work and a commitment to success for its clients. California Consulting, Inc. is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 80 clients statewide. We have 30 members of our team from Chico in the North, to San Diego in the South.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. We have secured over \$1.7 billion for our clients since inception through grant writing and government advocacy efforts combined.

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### ***Events***

In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit with our clients. We periodically host invitation only events with a key elected or appointed official from Sacramento. We have held events in Montebello, Salinas and Fresno. Guests have included CalTrans Director Malcolm Dougherty, the Governor's Cabinet Secretary, Director of California Governor's Office of Business and Economic Development, Kish Rajan and other key policymakers. This allows clients to interact with major policymakers in a unique small group setting.

### ***References***

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and we have references from major figures and leaders in both political parties.

California Consulting currently represents over 40 cities across California, almost 40 School Districts, non-profits and others. We have also been retained to work for agencies including Chevron Corporation and academic institutions including the California Institute of Technology in Pasadena, as well as several private sector clients. A full client list can be obtained at [www.californiaconsulting.org](http://www.californiaconsulting.org).

## ***Grant Writing***

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, follow through after the grant has been submitted to determine the status of the grant and post award compliance and administration.

California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we go after to fit our client's needs.

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

*Sample questions asked during the Needs Assessment:*

- a) List and describe any program initiatives or priority projects.
  - b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
  - c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
  - d) List past grants that have been funded.
  - e) List past grant applications you would like to revise and submit again.
2. **Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be able to assist your Staff in deciding which grants make the most sense on meeting the funding needs identified.
  3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
  4. **Client Commitment:** When identifying grants that meet the your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
  5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants.

Below is a list of general tasks for our grant process:

- a. Create a task timeline with due dates
- b. Ensure the proposed project meets the grant agency's requirements
- c. Review similar successful grant applications and apply where possible
- d. Collect information on the project

- e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
  - f. Obtain letters of support when necessary
  - g. Draft proposals and send to staff for review
  - h. Incorporate staff edits in final drafts
  - i. Submit completed application timely
  - j. Monitor funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. Our Grant Managers review grant applications prior to submission. This ensures the best quality product before the grant application is submitted.
  7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
  8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
  9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.
  10. **Grant Administration:** Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.
  11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide you and your Council/Board with a clear return on investment.

## ***Pricing***

California Consulting offers two different pricing options for Grant Writing services.

Pricing Options:

1. Monthly Retainer Option
2. Hourly Rate Option

**Per Grant Option**

We propose a cost on a “Per Grant” basis, plus reimbursement of out of pocket expenses. Grant research, grant identification and administration can be provided at an hourly rate of \$105.00. The following is a breakdown of cost per grant:

<b>Grant Amount</b>	<b>Cost</b>
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

*\*Cost will be determined based on complexity of grant preparation for grants exceeding \$250,000*

For research completed at an hourly rate, Client may specify a “not to exceed” amount.

**Hourly Rate Option**

We propose a cost on an hourly basis, plus reimbursement of out of pocket expenses. We propose a cost of **\$105.00 per hour** for all grant writing services by one of our Project Managers.

# San Mateo County Harbor District

## Grant Opportunities

(As of June 4, 2019)

### Johnson Pier Reconfiguration

#### **U.S. Department of Transportation: 2019 Better Utilizing Investments to Leverage Development (BUILD)**

**Application Deadline:** July 15, 2019

**Amount:** \$5 million to \$25 million (if in a rural area, there is no minimum grant amount)

**Match:** Yes - Per the FY 2019 Appropriations Act, the Federal share of project costs for which an expenditure is made under the BUILD Transportation grant program may not exceed 80 percent for a project located in an urban area. The Secretary may increase the Federal share of costs above 80 percent for a project located in a rural area.

**Eligibility:** Eligible Applicants for BUILD Transportation Discretionary Grants are States, local and tribal governments, including U.S. territories, transit agencies, port authorities, metropolitan planning organizations (MPOs), and other political subdivisions of State or local governments.

<https://www.transportation.gov/BUILDgrants>

**Summary:** The FY 2019 Appropriations Act provided \$900 million for National Infrastructure Investments. As with previous rounds, funds for the FY 2019 BUILD Transportation program are to be awarded on a competitive basis for projects that will have a significant local or regional impact. The Act also allows DOT to use a small portion of the \$900 million for oversight and administration of grants. If this solicitation does not result in the award and obligation of all available funds, DOT may publish additional solicitations. The Consolidated Appropriations Act, 2019 specifies that BUILD Transportation Discretionary Grants may not be less than \$5 million and not greater than \$25 million, except that for projects located in rural areas the minimum BUILD Transportation Discretionary Grant size is \$1 million.

Eligible projects for BUILD Transportation grants are surface transportation capital projects that include, but are not limited to: (1) Highway, bridge, or other road projects eligible under title 23, United States Code; (2) public transportation projects eligible under chapter 53 of title 49, United States Code; (3) passenger and freight rail transportation projects; (4) port infrastructure investments (including inland port infrastructure and land ports of entry); and (5) intermodal projects.

#### **U.S. Economic Development Administration: FY 2018 Disaster Supplemental Notice of Funding**

**Deadline:** Continuous until funds are exhausted

**Amount:** Total program for California is \$93,810,000

**Match:** Once applicant and area eligibility are established, generally EDA's maximum allowable grant rate is 50% of the approved project cost. Higher levels of economic distress in terms of per capita income (PCI) or unemployment may result in a higher maximum allowable grant rate.

**Eligibility:** Organizations affected by December 2017 wildfires: (i) District Organization of an EDA-designated Economic Development District (EDD); (ii) Indian Tribe or a consortium of Indian Tribes; (iii) State, county, city, or other political subdivision of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions; (iv) institution of higher education or a consortium of institutions of higher education; or (v) public or private non-profit organization or association acting in cooperation with officials of a political subdivision of a State.

<https://www.eda.gov/funding-opportunities/>

EAA funds can be awarded to assist a wide variety of activities related to disaster recovery, including economic recovery strategic planning grants, and public works construction assistance. It is a flexible resource that responds adaptively to pressing economic issues and is well-suited to help address challenges faced by regions recovering from natural disasters. Through this program, EDA can support both the development of disaster recovery strategies and the implementation of recovery projects identified with those strategies, including infrastructure improvements and by capitalizing revolving loan funds (RLFs).

## Pillar Point Harbor Fishing Pier Walkway

### **U.S. Department of the Interior (Fish and Wildlife Service): HQ NWRS System Enhancements**

Deadline: August 31, 2019

Amount: Up to \$250,000

Match: Not mandatory, but encouraged

Eligibility: Cities, special districts, counties, state governments, nonprofits, small businesses, Native American tribal governments

Headquarters National Wildlife Refuge System (NWRS) is accepting proposals for financial assistance from organizations that support Department of Interior (DOI) and U.S. Fish and Wildlife Service (Service) priorities and have the capacity to work cooperatively with the Service to identify, conserve, manage and enhance the physical and ecological infrastructure of the NWRS; deliver public access and high-quality recreational opportunities; identify organizations and support projects that provide recreational activities for disabled persons, youth, and veterans; build a volunteer cadre, and inspire the next generation of hunters, anglers and wildlife enthusiasts through work on and off NWRS managed lands and waters.

Awards issued under this program will support DOI and Service priorities as well as support NWRS efforts to more effectively engage with the visiting public, enhance visitor services, provide access to NWRS managed lands, improve facilities, manage invasive species on and off NWRS managed lands, and support priority public uses such as hiking, fishing, boating, wildlife observation, and photography.

Selected projects should endeavor to leverage funds with local industries and community organizations to conduct on-the-ground projects that support shared conservation goals and reduced barriers to outdoor recreation.

Project funding is generally limited to less than \$50,000. Higher amounts may be requested, but may not be awarded without appropriate justification and approval. The period of performance for the majority of projects funded under this program is one to three years but may extend to five years. This program uses cooperative agreements as the primary funding instrument. Projects are often developed or modified in coordination with recipients and implemented with substantial involvement from HQ NWRS staff. Past and present recipients of awards under this program are eligible to apply but must submit new projects to compete for funding each year. This opportunity is open to non-profit, for profit, Native American tribal governments, state, county, city or township, and special district organizations with the interest and capacity to work collaboratively with HQ NWRS to identify, conserve, manage and enhance the physical and ecological infrastructure of the NWRS; deliver public access and high-quality recreational opportunities; build a volunteer cadre, and inspire the next generation of hunters, anglers and wildlife enthusiasts through work on and off NWRS managed lands and waters.

Cost sharing or matching is not mandatory but is encouraged as a method of leveraging funding through public-private ventures.

Applications submitted under this grant program will be posted by HQ NWRS to an internal website and made available for review. If an application is not selected for review within the specified 60 day open period, the applicant will be notified that no further action will be taken on the application. See VI.

Application Review Information for additional information concerning selection criteria, review process, and selection process.

### **California Coastal Conservancy Grants**

Deadline: Continuous

Amount: No minimum or maximum

Match: Yes

Eligibility: Government entities and certain nonprofit organizations

<http://scc.ca.gov/grants/grant-application/>

The Coastal Conservancy may fund property acquisition and project planning, design, and/or construction in accordance with Division 21 of the Public Resources Code. Projects should meet the goals and objectives in the Conservancy's [Strategic Plan](#), and be consistent with the purposes of the funding source, typically bond funds. In addition, project applications should provide information that will enable consideration of any applicable criteria specified in the Project Selection Criteria and Guidelines

established by the Conservancy's board. Regional planning, research, monitoring, and assessments will generally be considered only when directly tied to the furtherance of on-the-ground projects.

**Conservancy's Strategic Plan for Bay Area includes:**

Support planning, protection, and implementation projects that result in public access and recreational opportunities that connect urban populations, especially those underserved by parks and open space, to parks and natural areas.

**Additional Information in Conservancy's Strategic Plan:**

Persons with disabilities face multiple barriers to coastal access that the Conservancy can address through improvements to facilities, programs, and activities. The Americans with Disabilities Act (ADA) is a civil rights law that mandates an equal opportunity for individuals with disabilities to participate in everyday life. The primary responsibility of the Conservancy with regard to the ADA is to ensure equal access to its programs, services, and activities; this includes physical access to the built environment, means of obtaining information, and participation in programs offered by the Conservancy. The Conservancy is committed to improving accessibility to the California coast for people with disabilities and ensuring equal access to our agency's programs, services, and activities.

**CalTrans: Active Transportation Program (ATP) Grant Statewide Cycle 5**

Deadline: Application window is closed. Cycle 5 will be available in 2020.

Amount (based on previous cycle): Minimum funding request is \$250,000 (Non-infrastructure projects, Safe Routes to Schools projects, Recreational Trails projects, and Planning projects are exempt from this and may apply for smaller amounts).

Match: None required

Eligibility: cities, counties, county transportation commissions, regional transportation planning agencies, MPOs, school districts, and transit districts

<http://www.dot.ca.gov/hq/LocalPrograms/atp/>

The Active Transportation Program was created to encourage increased use of active modes of transportation, such as biking and walking. Funding from the Active Transportation Program may be used to fund the development of community wide bike, pedestrian, safe routes to schools, or active transportation plans in predominantly disadvantaged communities. The goals of the Active Transportation Program are to:

- Increase the proportion of trips accomplished by biking and walking or Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction
- Enhance public health, including reduction of childhood obesity using programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

**OGALS: Recreational Trails Program (RTP)**

Deadline: Application window is closed. The next cycle is anticipated in 2019/2020.

Amount: in the 2015-2016 cycle more than \$10M was awarded to 10 applicants ranging in amount from \$17,778 to \$2,467,897.

Match: The maximum amount of RTP funds allowed for each project is 88% of the total project cost. The applicant is responsible for obtaining a match amount that is at least 12% of the total project cost.

Eligibility: cities, counties, districts, state agencies, federal agencies, non-profit organizations with management responsibilities of public lands

[http://www.parks.ca.gov/?page\\_id=24324](http://www.parks.ca.gov/?page_id=24324)

The Recreational Trails Program (RTP) provides funds annually for recreational trails and trails-related projects. Non-motorized DPR projects are administered by the Office of Grants and Local Services.

**California Department of Parks and Recreation: Regional Parks Program (Proposition 68)**

Deadline: TBD. Draft Guidelines will be posted for public review in 2019, grant expected in 2020

Amount: \$23,125,000 for entire program

Eligibility: Counties, regional park districts, JPA's and nonprofit organizations

[http://www.parks.ca.gov/?page\\_id=29940](http://www.parks.ca.gov/?page_id=29940)



Eligible Projects:

1. Acquisition for new or enhanced public access and use
2. Development to create or renovate:
  - Trails, with preference given to multiuse trails over single-use trails
  - Regional sports complexes
  - Visitor and interpretive facilities
  - Other types of recreation and support facilities in regional parks



## Staff Report

**TO:** Board of Harbor Commissioners

**FROM:** John Moren, Interim General Manager

**DATE:** September 18, 2019

**SUBJECT:** Legislative Advocacy Services Update; New Proposal for Contract Extension with Lighthouse Public Affairs

**Recommendation/Motion:**

Motion: Authorize the Interim General Manager to extend the current Professional Services Agreement (PSA) for Legislative Advocacy Services with Lighthouse Public Affairs LLC for an additional six months with a fixed retainer fee of \$5,000 per month.

**Background:**

The District periodically opposes or supports potential legislative actions. Historically, District Commissioners have lobbied on behalf of the District on their own time. While this is an admirable endeavor, a professional lobbyist is far more effective.

The Lighthouse Public Affairs (LPA) firm is confident in their ability to provide exceptional lobbying services and increase the San Mateo County Harbor Commission's effectiveness before the California State Senate, Assembly, and Administration. Their team collectively has over seventy years of advocacy experience on a broad range of issues, including local government, coastal issues, and gender equity issues. They have four registered lobbyists on their team who are committed to advancing District interests.

The District Board of Harbor Commissioners previously approved entering into a Professional Services Agreement (PSA) with LPA through August of 2019 with a primary objective to lobby State legislators on Equity in Women's Surfing to achieve gender equity for women athletes competing on events on state lands, and potentially state roadways. There are various avenues for meeting this goal, whether it be seeking amendments to related pending legislation authored by Assembly Member Tasha Boerner Horvath, working with state agencies such as the State Lands Commission, the Coastal Commission and Caltrans, or leveraging the state budget process.

In order to build upon the groundwork LPA has laid since May, they propose to extend the District's PSA with LPA for an additional six months. The additional time will allow LPA to engage in the informational hearings in the fall, develop potential legislation for

next year, and continue to make progress on administrative advocacy goals. The consultant met with State Controller Betty T. Yee and First Partner Jennifer Siebel Newsom to discuss AB467 in August.

A six-month extension that ends in February of 2020 will bring us through the bill introduction deadline in next year's legislative cycle, at which time we can assess whether a further extension is warranted based on introduced bills.

In addition, LPA is eager to assist the District with other legislative priorities outside of sports equity as well, including environmental, climate change, or Special District issues.

Specific efforts over the six-month contract extension period will include:

### **Informational Hearings**

Considerable work will be done in the fall to plan and shape the informational hearings related to sports equity. This includes helping to secure panelists, drafting agendas, finding an optimal date and location, identifying appropriate studies and supporting materials, and engaging the public.

### **Potential Legislation**

LPA could also propose legislation next year that takes a broader approach to sports equity by calling for non-discrimination in all athletic events held on state and local public lands. This would ensure that single gender events, including those on municipal property, cease exclusion of women and/or gender non-conforming athletes. The State Lands Commission may be positioned to be the enforcement body for this law, and LPA would meet with the current Commissioners, Lt. Governor Eleni Kounalakis, State Controller Betty Yee, and Department of Finance Director Keely Bosler, to gain their buy-in for this proposal. LPA would also work on building a coalition of civil rights, athletic, and environmental groups to support the legislation. In addition, LPA may have the opportunity to co-sponsor Senator Weiner's bill on equity for nonbinary athletes.

### **Continued Administrative Advocacy**

During the contract extension period, LPA would continue administrative advocacy efforts they have begun, in particular with Caltrans, which may have authority to put gender equity conditions on permits for sports events that utilize state roadways. Caltrans has asked LPA to provide a legal memo that outlines existing laws such as the Unruh Civil Rights Act that prohibit discrimination in public accommodations on the basis of gender and other factors. LPA would work to develop this memo, as well as leverage advocacy groups, legislators, and other pressure points to encourage Caltrans to take actions similar to those of the Coastal Commission and State Lands Commission when approving the permits/leases for the Mavericks Surf Competition.

### **Additional Legislative Advocacy**

LPA will also conduct legislative advocacy on behalf of the District on issues outside of sports equity, including environmental or governance issues that may impact the District. This would include reviewing each bill introduced in 2020 for potential interest, meeting with the District's State Senator and Assembly Member to understand any relevant District proposals we may be advancing and engaging with local government

associations that may provide insight and assistance. LPA will review all introduced bills and amendments each day and will immediately alert the District to any legislation of interest once LPA fully understands District priorities. LPA will also assist the District in drafting support and opposition letters, testifying in policy committees, and seeking amendments where necessary.

**LPA proposes extending their current monthly retainer fee of \$5,000 through February of 2020.**

Approved expenses will be reimbursed without mark up. LPA will provide all necessary written and oral reports to the District. LPA will also maintain regular phone and email communication with District dedicated points of contact. LPA will adhere to all laws and regulations governing the activities of registered lobbyists in California.

**Summary/Recommendation:**

Staff recommends the Board authorize the Interim General Manager to extend the current Professional Services Agreement (PSA) for Legislative Advocacy Services with Lighthouse Public Affairs LLC for an additional six months with a fixed retainer fee of \$5,000 per month.

**Attachments:**

1. [Lighthouse Public Affairs LLC original legislative advocacy proposal](#)
2. [Lighthouse Public Affairs LLC update and new legislative advocacy proposal](#)
3. [Sports Equity Resolution](#)
4. [California State Bill List](#)
5. [Legislative Advocacy Policy](#)

April 30, 2019

## **Proposal for California Advocacy Services to San Mateo County Harbor Commission**

Presented to: John Moren, Interim General Manager, San Mateo County Harbor  
Commission

Prepared by: Alice Kessler, Partner, Lighthouse Public Affairs



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## Introduction

Thank you for the opportunity to submit a proposal for California Advocacy Services to the San Mateo County Harbor Commission for services related to gender equity in sporting events on state lands. We are excited to present a proposal that reflects our keen understanding of the challenges and opportunities facing the Commission in this endeavor.

Lighthouse Public Affairs (Lighthouse) will compliment your advocacy efforts, and we are confident that we will strengthen your existing relationships with leaders and key influencers in Sacramento and throughout California by providing guidance, strategy, and intelligence about policy and political issues, both currently and prospectively, at every stage of our engagement.

Lighthouse is uniquely well equipped among public affairs consultancies for its extensive range of multidisciplinary expertise. Our team of professionals has represented high-profile companies, organizations, and associations for the past 17 years. With five offices located throughout Northern California, including Sacramento and San Francisco, our firm has the unique ability to blend our state and local advocacy capabilities to drive successful outcomes for our clients. We regularly interact with a broad array of decision makers and thought leaders not only in Sacramento but also throughout the state.

Our Sacramento lobbying team has nearly seventy years of demonstrated success and experience in state policy and fiscal issues. Lighthouse employs four full-time lobbyists in Sacramento, as well as an Of Counsel advisor who provides strategic support. Four of the six team members in our Sacramento office are trained as attorneys, which allows our clients the advantages of attorney-client privilege and strict adherence to the legal canon of ethics governing confidentiality and avoidance of conflicts.

We are all passionate about the “Golden State” of California and are diligent in our advocacy efforts on behalf of private entities and local communities. We understand the psychology of lawmakers on both sides of the aisle and their political motivations, which makes our firm extremely unique in how we position our clients and assist them in developing educational materials and methods of communication to best position for success.

The November election brought a new Governor to Sacramento. Lighthouse is uniquely positioned to effect administrative action because of its deep roots in the San Francisco political arena and personal relationships with Governor Gavin Newsom. In addition, our Sacramento team has intimate knowledge of the transition process from firsthand experience coordinating the 1999 Gubernatorial Transition from Governor Pete Wilson to Gray Davis. Under the advisement of our team, we are confident that the San Mateo County Harbor Commission will be well positioned to have an influential voice in the policymaking process within the new Administration.

Our experience with political leaders in both parties, as well as business leaders, has created a wide-range of trustworthy relationships statewide. Our persuasive skills and talents, ethical conduct, and tenacity derive from many years of proven experience, access, and knowledge of the issues and makes us the best candidate to serve as your advocates in Sacramento.

We consider our firm “boutique” in nature and we take pride in our ability to bring integrity, passion, and creativity to our clients and the multifaceted issues they face in the State Capitol. Our team provides breadth and depth of expertise spanning the full range of public affairs advocacy practice realms and we directly interact with our clients and key legislative decision makers in California around the clock.

Below we have provided a detailed review of our background, expertise, and knowledge of the Commission’s priorities and issues. We have included an approach to implementing these priorities through state legislative and regulatory advocacy services in California. We have exercised due diligence, and there are no present legal or business conflicts of interest of which we are aware. Should a potential conflict ever arise, we would promptly notify all parties and attempt to resolve the conflict. Many times, we can devise a solution that allows our representation to go uninterrupted.

Thank you for your consideration of our proposal. Should you have any questions or need any additional information, please do not hesitate to contact Alice Kessler at 916-747-9453 or [alice@lh-pa.com](mailto:alice@lh-pa.com).

## Our Team

Lighthouse offers a seasoned team of professionals that is well suited to advance the San Mateo County Harbor Commission's interests in Sacramento. While the Sacramento office has a staff of six experts to draw on, we have only included brief resumes for the Sacramento representatives who would lead efforts on behalf of the Commission.

### Alice Kessler, Partner



Alice Kessler is an accomplished legislative strategist with sixteen years of experience in state and local government relations. Immediately prior to joining Lighthouse Public Affairs, Alice served as the Managing Partner for one of the fastest growing lobbying firms in Sacramento, where she represented clients in the corporate, non-profit, and government sectors.

Previously, Alice was a Director of Government Affairs at Comcast-NBCUniversal, where she led policy and community initiatives in the San Francisco and North Bay Area markets for the largest cable television and broadband provider in the United States. Between 2006 and 2010, Alice served as Government Affairs Director at Equality California, where she oversaw all legislative, political, and administrative advocacy for a \$12M organization that has been the driving force behind some of the most comprehensive civil rights protections in the nation for LGBTQ individuals.

Alice has extensive local government and coastal experience from her tenure representing the City of Long Beach. She has also advocated on gender equity issues on behalf of the Women's Foundation of California, Equality California, and the Partnership to End Domestic Violence.

Alice has appeared extensively in print, broadcast and radio media, including the Los Angeles Times, the San Francisco Chronicle, the Sacramento Bee, the San Diego Union Tribune, and KQED's Forum with Michael Krasny. Alice's professional background includes legal and policy work for diverse organizations, including Disability Rights California, the University of California, and the San Francisco Board of Supervisors.

Educational Background: Bachelor of Arts, Dartmouth College; Juris Doctor, University of California, Davis King Hall School of Law

### Erin Evan-Fudem, Director



Erin Evans-Fudem is an experienced attorney and advocate in a wide range of policy areas, including local government, education, women's health, solid waste, water and the environment. For nearly 15 years, she has worked in government affairs representing cities, school districts, county offices of education, nonprofit entities, businesses, and professional associations. She has held positions as a contract lobbyist with the League



of California Cities, Planned Parenthood Affiliates of California, the California Transit Association, and litigation and election law firms. Erin has led successful budget and legislative efforts for funding or changes in law for a range of services provided by her clients.

Erin has experience building coalitions and developing strategies to navigate complex political environments. Most recently for the League of California Cities, Erin covered legislative, electoral, and regulatory matters on behalf of nearly all of California's 482 cities. In this capacity, she secured state funds for local fire response after the unprecedented wildfire season of late 2017 and led the effort to protect cities from increased liability. She has also successfully advocated for funds for environmental programs to combat climate change and improve air quality and helped ensure legislative placement of a parks and water bond (Proposition 68) on the 2018 ballot.

Erin also brings years of experience in campaigns. In addition to beginning her career in local campaigns, she has since worked on three successful statewide ballot measure campaigns, acting as a media contact and providing statewide communications, organizing and grassroots support. For example, while employed by Planned Parenthood in 2008, Erin drafted campaign and media materials for successful the No on Proposition 4 campaign.

Educational Background: Bachelor of Arts, California State University, Sacramento; Juris Doctor, University of the Pacific McGeorge School of Law

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## Proposed Services

Lighthouse is confident in our ability to provide exceptional lobbying services and increase the San Mateo County Harbor Commission's effectiveness before the California State Senate, Assembly, and Administration. Our team collectively has over seventy years of advocacy experience on a broad range of issues, including local government, coastal issues, and gender equity issues. We have four registered lobbyists on our team who are committed to advancing your interests.

As we understand it, the Commission's primary objective is to assist the Committee on Equity in Women's Surfing to achieve gender equity for women athletes competing on events on state lands, and potentially state roadways. There are various avenues for meeting this goal, whether it be seeking amendments to related pending legislation authored by Assembly Member Tasha Boerner Horvath, working with state agencies such as the State Lands Commission, the Coastal Commission and Caltrans, or leveraging the state budget process. We will call upon our extensive network of nonprofit advocacy organizations, elected officials, and thought leaders in furtherance of this objective.

Our proposed comprehensive advocacy program includes these specific methodologies essential for accomplishing the stated needs of the San Mateo County Harbor Commission:

1. We propose to immediately meet with you to gather relevant background and ensure we fully understand the Commission's goals, as well as the key challenges facing this effort.
2. We will gather information in the legislative context related to the political dynamics that may impact our goals. This may include meetings with legislators, key staff, and outside stakeholders.
3. Once we have gathered information, we will develop and execute a strategy to identify champions in the legislature and among state agencies.
4. We will identify and engage other supportive stakeholder groups to work in coalition and encourage more favorable policy discussion of our objectives.
5. We will conduct ongoing meetings to garner information on your key priorities from relevant legislators, their staff, key representatives in the Governor's Office, and administration officials.
6. We will monitor and attend necessary legislative committee hearings upon the request of the Commission.
7. We will provide all necessary written and oral reports to the Commission. We will also maintain regular phone and email communication with your dedicated points of contact.
8. We will adhere to all laws and regulations governing the activities of registered lobbyists in California.

Alice Kessler and Erin Evans-Fudem will be the primary consultants responsible for performing the services outlined herein. However, our entire team will be dedicated to strategizing and lobbying on behalf of the Commission.

Lighthouse has the breadth and depth of experience, the integrity, and the right team of professionals in place to help the San Mateo County Harbor Commission. We are thrilled at the possibility of representing you on issues of importance to many Californians, especially women and girls, and we are ready to immediately begin working on your behalf.

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## Fee Proposal

Lighthouse proposes a monthly retainer fee of \$5,000 to influence legislative and regulatory action on behalf of the San Mateo County Harbor Commission. Our fee includes services to register the Commission as a lobbyist employer with the Secretary State and filing of all necessary political compliance reports.

July 9, 2019

# **Update and Proposal for California Advocacy Services Extension to San Mateo County Harbor District**

Presented to: John Moren, Interim General Manager, San Mateo County Harbor District

Prepared by: Alice Kessler, Partner, Lighthouse Public Affairs



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## Update

We appreciate this opportunity to update the San Mateo County Harbor District (District) on advocacy services performed on your behalf since entering into contract with Lighthouse Public Affairs (LPA) on May 11, 2019. We have engaged in both legislative and administrative advocacy efforts pertaining to AB 467 (Boerner Horvath) and more broadly gender equity in sports competitions held on state lands and property.

We believe our initial reconnaissance and relationship building in furtherance of your objectives merit extension of our initial six-month agreement, as we have learned about the complexity of these issues and the inherent challenges they present. Below is a summary of our work since contract commencement in several key areas:

### **Strategic Assessment**

We began our work with a strategic assessment of our desire to secure amendments to AB 467 that would broaden the bill beyond pay equity to include equity in all respects, such as basic inclusion for all genders and equal time in sports events. This included meeting with the bill author and her staff at least four times. We quickly determined that the author had little appetite to amend the bill in its current form but was open to working on the broader issues next year in the form of informational hearings with her co-author, Assembly Member Lorena Gonzalez, who chairs the Assembly Select Committee on Women in the Workplace. Informational hearings serve as a forum to flesh out public policy problems, identify recommended solutions, and develop subsequent legislative proposals.

In light of this commitment and our assessment that AB 467 was enjoying broad support and likely to pass and be signed into law, we made the strategic decision to soften our opposition and work as collaboratively with the author as possible. We held an initial meeting with her staff to begin discussion of the substantive topics that should be covered in the informational hearings, as well as potential presenters. These steps have led to increased goodwill and trust with Assembly Member Boerner Horvath, who will be a key influencer on any future related legislation.

### **Legislative Advocacy**

We held meetings with staff from members of the Senate Natural Resources and Water Committee, where AB 467 was heard on June 11, including Senator Henry Stern (Chair), Senator Hannah-Beth Jackson, Senator Bob Hertzberg, Senator Ben Hueso, and Senator Caballero. We used these meetings as an opportunity to educate the committee members on the broader issues pertaining to sports equity that will be the focus of our efforts moving forward.

We had two meetings with the consultants for the California Legislative Women's Caucus to explore the possibility of elevating sports equity as a priority issue for the entire caucus, which

currently includes 14 Senators and 23 Assembly Members from both parties. Staff was enthusiastic and wants to continue meeting in the fall.

Additionally, we met with Manny Leon, the Principal Consultant for the Senate Transportation Committee, to seek guidance on policy approaches to address inequities in sports competitions held on state roadways, including cycling races.

Lastly, we met with the office of Senator Scott Weiner, the current Chair of the California Legislative LGBT Caucus, who is interested in advancing legislation next year related to equity for non-binary athletes. We were able to provide the Senator with resources and suggestions that will allow us to be a critical stakeholder in the development of the bill.

### **Administrative Advocacy**

In addition to meetings with legislators, we conducted a series of meetings with state agencies that have a role in sports equity policy development and implementation. These included the State Lands Commission, the Coastal Commission, Caltrans, the Commission on the Status of Women and Girls, and the State Athletic Commission. These conversations helped us understand how to shape legislation to be most effective, as well as ways to effect change absent a legislative mandate using regulatory authority. Further, these conversations brought to light the critical importance of educating administrative agencies on the gender discrimination that may result in seemingly objective permitting approaches.

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## **Proposal for Contract Extension**

In order to build upon the groundwork we have laid since May, we propose to extend the District's contract with LPA for an additional six months. Additional time will allow us to engage in the informational hearings in the fall, develop potential legislation for next year, and continue to make progress on administrative advocacy goals. A six-month extension that ends in February of 2020 will bring us through the bill introduction deadline in next year's legislative cycle, at which time we can assess whether a further extension is warranted based on introduced bills. We are eager to assist the District with other legislative priorities outside of sports equity as well, including environmental, climate change, or special district issues.

Specific efforts over the six-month contract extension period will include:

### **Informational Hearings**

Considerable work will be done in the fall to plan and shape the informational hearings related to sports equity. This includes helping to secure panelists, drafting agendas, finding an optimal date and location, identifying appropriate studies and supporting materials, and engaging the public.

### **Potential Legislation**

We could also propose legislation next year that takes a broader approach to sports equity by calling for non-discrimination in all athletic events held on state and local public lands. This would ensure that single gender events, including those on municipal property, cease exclusion of women and/or gender non-conforming athletes. The State Lands Commission may be positioned to be the enforcement body for this law, and we would meet with the current Commissioners, Lt. Governor Eleni Kounalakis, State Controller Betty Yee, and Department of Finance Director Keely Bosler, to gain their buy-in for this proposal. We would also work on building a coalition of civil rights, athletic, and environmental groups to support the legislation. In addition, we may have the opportunity to co-sponsor Senator Weiner's bill on equity for non-binary athletes.

### **Continued Administrative Advocacy**

During the contract extension period, we would continue administrative advocacy efforts we have begun, in particular with Caltrans, which may have authority to put gender equity conditions on permits for sports events that utilize state roadways. Caltrans has asked us to provide a legal memo that outlines existing laws such as the Unruh Civil Rights Act that prohibit discrimination in public accommodations on the basis of gender and other factors. We would work to develop this memo, as well as leverage advocacy groups, legislators, and other pressure points to encourage Caltrans to take actions similar to those of the Coastal Commission and State Lands Commission when approving the permits/leases for the Mavericks Surf Competition.

### **Additional Legislative Advocacy**

We will also conduct legislative advocacy on behalf of the District on issues outside of sports equity, including environmental or governance issues that may impact the District. This would include reviewing each bill introduced in 2020 for potential interest, meeting with your State Senator and Assembly Member to understand any relevant district proposals they may be advancing, and engaging with local government associations that may provide insight and assistance. We review all introduced bills and amendments each day and will immediately alert the District to any legislation of interest once we fully understand your priorities. We will also assist you in drafting support and opposition letters, testifying in policy committees, and seeking amendments where necessary.

**LPA proposes extending our current monthly retainer fee of \$5,000 through February of 2020.** Approved expenses will be reimbursed without mark up. We will provide all necessary written and oral reports to the District. We will also maintain regular phone and email communication with your dedicated points of contact. We will adhere to all laws and regulations governing the activities of registered lobbyists in California.

Thank you for your consideration of our proposal. Should you have any questions or need any additional information, please do not hesitate to contact Alice Kessler at 916-747-9453 or [alice@lh-pa.com](mailto:alice@lh-pa.com).



## **RESOLUTION BY THE CALIFORNIA STATE LANDS COMMISSION SUPPORTING EQUITY IN SPORTS COMPETITIONS HELD ON PUBLIC TRUST LANDS**

**WHEREAS**, the California State Lands Commission has exclusive jurisdiction over approximately 4 million acres of tide and submerged lands owned by the State, including approximately 120 navigable rivers and sloughs, 40 navigable lakes, tidal bays, inlets, straits, lagoons and estuaries, and along the State's over 1,100 miles of coastline and offshore islands from the mean high tide line to 3 nautical miles offshore; and

**WHEREAS**, the Commission serves the people of California by providing stewardship of the lands, waterways, and resources entrusted to its care through preservation, restoration, enhancement, responsible economic development, and the promotion of public access; and

**WHEREAS**, the public's right to use California's waterways for navigation, fishing, boating, natural habitat protection, recreation, and other water-oriented activities is protected by the Common Law doctrine of the Public Trust; and

**WHEREAS**, the Public Trust, as a common law doctrine, is not static but is continuously evolving to protect the public's use and needs in California's waterways; and

**WHEREAS**, the Maverick's Challenge held annually in Half Moon Bay, California is unique among surfing contests around the world due to its popularity and intrigue; and

**WHEREAS**, the Mavericks Challenge relies solely on the exclusive access to and use of public lands and resources to ensure a successful contest; and

**WHEREAS**, in August of 2018, the Commission added provisions to the lease for the Mavericks Challenge to require equal benefits, opportunities, and prize money for all participants regardless of gender as a condition of the temporary but exclusive use of the public trust lands on which the competition is held; and

**WHEREAS**, the same rationale the Commission relied upon to ensure gender equity for athletes competing in the Maverick's Challenge applies to all sports competitions held on public trust lands under the Commission's jurisdiction; and

**WHEREAS**, in December of 2018 the Commission adopted an Environmental Justice Policy, which is intended to improve public access to open space and recreation for disadvantaged or marginalized communities, reduce pollution, support cleaner industry, and achieve more equity in the distribution of environmental benefits and burdens; and

**WHEREAS**, in 2019 the California Legislature passed AB 467 by Assembly Member Tasha Boerner Horvath, which would require any competitive event held on state property under the jurisdiction of the Commission, the Coastal Commission, or the

Department of Transportation that provides prize compensation in gendered categories to award identical compensation in each gendered category; and

**WHEREAS**, the Unruh Civil Rights Act provides protection from discrimination on the basis of sex, race, color, religion, ancestry, national origin, age, disability, medical condition, genetic information, marital status, or sexual orientation in public accommodations; now therefore, be it

**RESOLVED BY THE CALIFORNIA STATE LANDS COMMISSION** that it supports equal access for all athletes in all sports competitions held on public trust lands under its jurisdiction in terms of pay, competition time, and in all other respects regardless of gender or any other basis protected from discrimination under California law; and further be it

**RESOLVED**, that the Commission's Executive Officer transmits copies of this resolution to the Governor of the State of California, the Speaker of the California State Assembly, the President pro Tempore of the California State Senate, the Assembly and Senate Minority Leaders, and to each Member of the California State Legislature.

## Bill List for San Mateo

[AB 65](#)

**(Petrie-Norris D) Coastal protection: climate adaption: project prioritization: natural infrastructure: local general plans.**

**Status:** 8/22/2019-From Consent Calendar. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require specified things of the State Coastal Conservancy when it allocates any funding appropriated pursuant to the The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, including that it prioritize projects that use natural infrastructure, as defined, to help adapt to climate change. The bill would require the conservancy to provide information to the Office of Planning and Research on any projects funded pursuant to the above provision to be considered for inclusion into the clearinghouse for climate adaption information. The bill would authorize the conservancy to provide technical assistance to coastal communities to better assist them with their projects that use natural infrastructure.

**Position**

[AB 352](#)

**(Garcia, Eduardo D) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.**

**Status:** 8/14/2019-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on EQ.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$3,920,000,000 pursuant to the State General Obligation Bond Law to finance a wildlife prevention, safe drinking water, drought preparation, and flood protection program. The bill would provide for the submission of these provisions to the voters at the November 3, 2020, statewide general election. The bill would provide that its provisions are severable.

**Position**

Watch

[AB 467](#)

**(Boerner Horvath D) Competitions on state property: prize compensation: gender equity.**

**Status:** 8/27/2019-Enrolled and presented to the Governor at 3:30 p.m.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House					Enrolled		

**Summary:** Would require the Department of Parks and Recreation, the State Lands Commission and the California Coastal Commission to include in permit or lease conditions, for a competition event to be held on land under the jurisdiction of the entity, as described, and that awards prize compensation, as defined, to competitors in gendered categories, a requirement that the prize compensation be identical between the gendered categories at each participant level.

**Position**

Neutral

[AB 552](#)

**(Stone, Mark D) Coastal resources: Program for Coastal Resilience, Adaptation, and Access.**

**Status:** 8/30/2019-In committee: Held under submission.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would establish the Program for Coastal Resilience, Adaptation, and Access for the purpose of funding specified activities intended to help the state prepare, plan, and implement actions to address and adapt to sea level rise and coastal climate change. The bill would create the Coastal Resilience, Adaptation, and Access Fund in the State Treasury, and would authorize the California Coastal Commission and specified state agencies to expend moneys in the fund, upon appropriation in the annual Budget Act, to take actions, based upon the best scientific information, that are designed to address and adapt to sea level rise and coastal climate change, as prescribed.

**Position**

Watch

[AB 825](#)

**(Mullin D) San Mateo County Flood and Sea Level Rise Resiliency District.**

**Status:** 8/30/2019-Senate amendments concurred in. To Engrossing and Enrolling. (Ayes 74. Noes 0.).

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House					Enrolled		

**Summary:** Would rename the San Mateo County Flood Control District the San Mateo County Flood and Sea Level Rise Resiliency District, and would add addressing and protecting against the impacts of sea level rise to the powers of the district. The bill would require, commencing January 1, 2020, the district to be governed by a board of directors, as provided, which would replace the Board of Supervisors of the County of San Mateo as the governing board of the district.

**Position**  
Watch

**[AB 975](#) (Calderon D) Environmental protection: California Coastal Resilience and Adaptation Leadership and Coordination Act of 2019.**

**Status:** 8/30/2019-In committee: Held under submission.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would establish the California Coastal Resilience and Adaptation Leadership and Coordination Act of 2019, which would require the Secretary of the Natural Resources Agency, in collaboration with the Director of State Planning and Research and other state entities, to communicate with other countries, states, regional collaboratives, and subnational governments to support and promote the state’s goals and policies relating to ocean, coastal, and near-shore terrestrial adaptation and resilience, and would require the secretary to take all action necessary when collaborating with other countries, states, regional collaboratives, and subnational governments related to accomplishing those goals and policies, as prescribed.

**Position**

**[AB 1080](#) (Gonzalez D) California Circular Economy and Plastic Pollution Reduction Act.**

**Status:** 8/30/2019-From committee: Do pass. (Ayes 5. Noes 1.) (August 30). Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the California Circular Economy and Plastic Pollution Reduction Act, which would require the department, before January 1, 2024, to adopt regulations that require producers, as defined, (1) to source reduce, to the maximum extent feasible, single-use packaging and priority single-use plastic products, as defined, (2) to ensure that all single-use packaging and priority single-use plastic products manufactured on or after January 1, 2030, and offered for sale, sold, distributed, or imported in or into the California market are recyclable or compostable, and (3) to collectively achieve and maintain, by January 1, 2030, a statewide 75% reduction of the waste generated from single-use packaging, and a statewide 75% reduction of the waste generated from priority single-use plastic products, offered for sale, sold, distributed, or imported in or into the state through source reduction, recycling, or composting. T

**Position**

**[AB 1298](#) (Mullin D) Climate Resiliency, Fire Risk Reduction, Recycling, Groundwater and Drinking Water Supply, Clean Beaches, and Jobs Infrastructure Bond Act of 2020.**

**Status:** 8/30/2019-Re-referred to Com. on RLS. pursuant to Assembly Rule 96.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the Climate Resiliency, Fire Risk Reduction, Recycling, Groundwater and Drinking Water Supply, Clean Beaches, and Jobs Infrastructure Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in an unspecified amount pursuant to the State General Obligation Bond Law to finance a climate resiliency, fire risk reduction, recycling, groundwater and drinking water supply, clean beaches, and jobs infrastructure program. The bill would require the bond act to be submitted to the voters at the November 3, 2020, statewide general election.

**Position**  
Watch

**[AB 1472](#) (Stone, Mark D) California Dungeness Crab Commission.**

**Status:** 8/13/2019-Read second time. Ordered to third reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would create the California Dungeness Crab Commission. The bill would specify the membership, powers, duties, and responsibilities of the commission. The commission would be authorized to approve the payment of a stipend to commission members, as specified. The commission also would be authorized to carry out programs of education, public information, promotion, marketing, and research relating to Dungeness crab. The bill would authorize the commission to levy an

assessment, as specified, on Dungeness crab fishers, as defined, and would authorize the expenditure of those moneys for the purposes of carrying out the commission's powers, duties, and responsibilities, thereby making an appropriation.

**Position**

**[AB 1486](#) (Ting D) Surplus land.**

**Status:** 8/30/2019-From committee: Amend, and do pass as amended. (Ayes 5. Noes 2.) (August 30). Read second time and amended. Ordered returned to second reading.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "local agency" for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. This bill would expand the definition of "local agency" to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land. The bill would specify that the term "district" includes all districts within the state, and that this change is declaratory of existing law.

**Position**

**[SB 45](#) (Allen D) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.**

**Status:** 8/30/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$3,999,000,000 pursuant to the State General Obligation Bond Law to finance projects to finance a wildfire prevention, safe drinking water, drought preparation, and flood protection program.

**Position**

**[SB 54](#) (Allen D) California Circular Economy and Plastic Pollution Reduction Act.**

**Status:** 8/30/2019-From committee: Do pass. (Ayes 12. Noes 4.) (August 30).

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the California Circular Economy and Plastic Pollution Reduction Act, which would require the Department of Resources Recycling and Recovery, before January 1, 2024, to adopt regulations that require producers, as defined, (1) to source reduce, to the maximum extent feasible, single-use packaging and priority single-use plastic products, as defined, (2) to ensure that all single-use packaging and priority single-use plastic products manufactured on or after January 1, 2030, and offered for sale, sold, distributed, or imported in or into the California market are recyclable or compostable, and (3) to collectively achieve and maintain, by January 1, 2030, a statewide 75% reduction of the waste generated from single-use packaging, and a statewide 75% reduction of the waste generated from priority single-use plastic products, offered for sale, sold, distributed, or imported in or into the state through source reduction, recycling, or composting.

**Position**

Watch

**[SB 69](#) (Wiener D) Ocean Resiliency Act of 2019.**

**Status:** 8/30/2019-August 30 hearing postponed by committee.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires the Fish and Game Commission to establish fish hatcheries for the purposes of stocking the waters of California with fish, and requires the Department of Fish and Wildlife to maintain and operate those hatcheries. This bill would require the department to develop and implement a plan, in collaboration with specified scientists, experts, and representatives, as part of its fish hatchery operations for the improvement of the survival of hatchery-produced salmon, and the increased contribution of the hatchery program to commercial and recreational salmon fisheries.

**Position**

**[SB 262](#)**

**(McGuire D) Marine resources: commercial fishing and aquaculture: regulation of operations.**

**Status:** 8/30/2019-From committee: Do pass as amended. (Ayes 16. Noes 1.) (August 30).

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law regulating commercial fishing imposes, or authorizes the imposition of, various license, permit, and registration fees. Current law requires specified persons to pay landing fees relating to the sale of fish quarterly to the Department of Fish and Wildlife, based on a rate schedule applicable to listed aquatic species. Existing law authorizes the department to assess a fee on persons growing aquaculture products on public lands and in public waters based on the price per pound of the products sold, not to exceed the rates provided in the rate schedule applicable to wild-caught aquatic species. This bill would make that landing fee rate schedule applicable to the 2020 calendar year, and require that the schedule be adjusted annually thereafter pursuant to that specified federal index.

**Position**

**[SB 576](#)**

**(Umberg D) Coastal resources: Climate Ready Program and coastal climate change adaptation, infrastructure, and readiness program.**

**Status:** 8/30/2019-From committee: Do pass. (Ayes 14. Noes 4.) (August 30).

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law establishes the State Coastal Conservancy with prescribed powers and authorizes the conservancy to address the impacts and potential impacts of climate change on resources within its jurisdiction. Current law authorizes the conservancy to undertake, among other things, projects that reduce greenhouse gas emissions, address extreme weather events, sea level rise, storm surge, and other coastal hazards that threaten coastal communities, infrastructure, and natural resources. Current law authorizes the conservancy to award grants to public agencies and nonprofit organizations for these authorized activities. This bill would recast these provisions as the Climate Ready Program to be administered by the conservancy as described above.

**Position**

**Total Measures: 15**

**Total Tracking Forms: 15**

# San Mateo County Harbor District

<b>Policy Title:</b> Legislative Advocacy	<b>Number:</b> 3.4	<b>Date of Approval:</b> 03/28/19
<b>Other Revisions:</b> N/A	<b>Prepared By:</b> Julie van Hoff	

## 1. Purpose

The purpose of the policy is to guide San Mateo County Harbor District (District) officials and staff in considering legislative or regulatory proposals that are likely to have an impact on the District, and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited, the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds.

The purpose for identifying Legislative Advocacy Policy is to provide clear direction to District staff with regard to monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Policy will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the identified Advocacy Priorities adopted by the Board of Commissioners. The Legislative Advocacy Policy and Advocacy Priorities will provide the District General Manager, or other designee, discretion to advocate in the District’s best interests in a manner consistent with the goals and priorities adopted by the Board of Commissioners. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of the District.

## 2. Policy Goals

- A. Advocate for the District’s legislative interests at the State, County, and Federal levels.
- B. Inform and provide information to the Board of Commissioners and District staff on the legislative process and key issues and legislation that could have a potential impact on the District.
- C. Serve as an active participant with other local governments, the California Special Districts Association, and local government associations on legislative and regulatory issues that are important to the District and the region.
- D. Seek grant and funding assistance for District projects, services, and programs to enhance services for the community.

### **3. Policy Principles**

- A. The Board of Commissioners recognizes the need to protect District interests and local control, and to identify various avenues to implement its strategic and long-term goals. It is the policy of District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Commissioners.
- B. This policy provides the District General Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Commissioners to set Advocacy Priorities to provide policy guidance. The Board of Commissioners shall establish various Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff is authorized to take a position without board approval.
- C. Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the District, the matter shall be brought before the Board of Commissioners at a regularly scheduled board meeting for formal direction from the Board of Commissioners. The Board of Commissioners may choose to establish a standing committee of two Commissioners, known as the “Legislative Advocacy Committee”, with the authority to adopt a position when consideration by the full Board of Commissioners is not feasible within the time-constraints of the legislative process.
- D. Generally, the District will not address matters that are not pertinent to the District’s local government services, such as social issues or international relations issues.

### **4. Legislative Advocacy Priorities**

- A. It is the policy of District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Commissioners. This process involves interaction with local, state, and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the District.
- B. Monitoring legislation is a shared function of the Board of Commissioners and General Manager or designated staff. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The General Manager, or other designee, will act on legislation utilizing the following procedures:
  - 1. The General Manager or other designee shall review requests that the District take a position on legislative issues to determine if the legislation aligns with the District’s current approved Advocacy Priorities.



2. The General Manager or other designee will conduct a review of positions and analysis completed by the California Special Districts Association and other local government associations when formulating positions.
3. If the matter aligns with the approved priorities, District response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the District, including but not limited to letters, phone calls, emails, and prepared forms, will be communicated through the General Manager or designee. The General Manager or designee shall advise staff to administer the form of advocacy, typically via letters signed by the General Manager, or designee, on behalf of the Board of Commissioners.
4. All draft legislative position letters initiated by the General Manager or designee shall state whether the District is requesting “support”, “support if amended”, “oppose”, or “oppose unless amended” action on the issue, and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the District, e.g. “the funding the District will lose due to this bill could pay for X capital improvements.”
  - a. Support – legislation in this area advances the District’s goals and priorities.
  - b. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for the District, or does not advance the District’s goals and priorities.
5. The General Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the General Manager or designee.
6. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the District shall be included as a copy or “cc” on the letter. The appropriate contacts at the California Special Districts Association and other local government associations, if applicable, shall be included as a cc on legislative letters.
7. A position may be adopted by the General Manager or designee if any of the following criteria is met:
  - a. The position is consistent with the adopted Advocacy Priorities;
  - b. The position is consistent with that of organizations to which the District is a member, such as the California Special Districts Association; or

- c. The position is approved by the Board of Commissioners or the Legislative Advocacy Committee.
8. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Commissioners at the next regularly scheduled Board Meeting. When appropriate, the General Manager or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Commissioners.

## **5. Advocacy Priorities**

### **A. Revenue, Finances, and Taxation**

Ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts' property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the district to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs.

Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the district to maximize local revenues, offset and leverage capital expenditures, and maintain district goals and standards.

### **B. Governance and Accountability**

Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits-all approaches.

Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding

voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

**C. Human Resources and Personnel**

Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special districts' ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

**D. Infrastructure, Innovation, and Investment**

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet California's changing demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.



## Board Report

**TO:** Board of Harbor Commissioners

**FROM:** Virginia Chang Kiraly, Commissioner

**DATE:** September 18, 2019

**SUBJECT:** Discussion of Scheduling of Projects related to the Capital Improvement Program

**Background:**

District Policy 3.3. states “If any Commissioner wishes to place an item on a future agenda, he or she shall first suggest the item under the Future Agenda Items portion of the Harbor District meeting agenda; and shall make a motion to that effect. If the motion is passed by the Board, the item will be placed on a future agenda.”

At the July 17, 2019 Harbor District meeting Commissioner Chang Kiraly requested an item to discuss the Scheduling of Projects related to the Capital Improvement Program (CIP). For reference, the attachment contains relevant information from the current CIP.

**Attachment:**

[Capital Improvement Program Summary – FY 2019-20 Budget \(pages 29-31, 35\)](#)



## Five-Year Forecasts

### Capital Improvement Program Summary

<b>COST ESTIMATES</b>	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Pillar Point Harbor	\$ 1,469,300	\$ 7,989,000	\$ 17,350,000	\$ 3,200,000	\$ 3,250,000	\$ 3,916,000
Oyster Point Marina	88,285	37,800	315,000	3,700,000	2,600,000	200,000
Administration	1,300,000	480,000	2,460,000	-	-	-
<b>TOTAL</b>	<b>\$ 2,857,585</b>	<b>\$ 8,506,800</b>	<b>\$ 20,125,000</b>	<b>\$ 6,900,000</b>	<b>\$ 5,850,000</b>	<b>\$ 4,116,000</b>
<b>FUNDING SOURCES</b>	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
FEMA Funding	\$ 59,500	\$ 427,000	\$ -	\$ -	\$ -	\$ -
DBW Grant	-	800,000	-	-	-	450,000
OPC Grant	75,000	-	-	-	-	-
Grants (TBD)	-	-	7,000,000	-	-	-
Working Capital	2,723,085	7,279,800	13,125,000	4,611,681	2,783,492	3,005,562
Funding (TBD)	-	-	-	2,288,319	3,066,508	660,438
<b>TOTAL</b>	<b>\$ 2,857,585</b>	<b>\$ 8,506,800</b>	<b>\$ 20,125,000</b>	<b>\$ 6,900,000</b>	<b>\$ 5,850,000</b>	<b>\$ 4,116,000</b>

### Working Capital

<b>SOURCES (USES)</b>	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Working Capital- Beginning Balance	\$ 18,434,636	\$ 14,250,403	\$ 11,048,051	\$ 1,894,831	\$ 1,258,081	\$ 1,287,954
Operating Revenue	4,382,000	4,441,000	4,574,000	4,711,220	4,852,557	4,998,133
Non-Operating Revenue	7,444,000	7,564,000	7,715,280	7,869,586	8,026,977	8,187,517
Salaries/Wages & Benefits	(4,952,000)	(5,270,000)	(5,533,500)	(5,810,175)	(6,100,684)	(6,405,718)
Non-Personnel Expenditures	(3,112,700)	(3,080,000)	(3,234,000)	(3,395,700)	(3,565,485)	(3,743,759)
One-Time/Biennial	(3,150,000)	-	(600,000)	-	(400,000)	-
Annual Increase in Working Capital	611,300	3,655,000	2,921,780	3,374,931	2,813,365	3,036,173
Working Capital used for CIP	(2,723,085)	(7,279,800)	(13,125,000)	(4,611,681)	(2,783,492)	(3,005,562)
Encumbrances	(2,072,448)	(1,650,000)	(600,000)	-	-	-
Encumbrances Released	-	2,072,448	1,650,000	600,000	-	-
<b>TOTAL ENDING WORKING CAPITAL</b>	<b>\$ 14,250,403</b>	<b>\$ 11,048,051</b>	<b>\$ 1,894,831</b>	<b>\$ 1,258,081</b>	<b>\$ 1,287,954</b>	<b>\$ 1,318,565</b>

Beginning in FY 2021/22, the total ending Working Capital Balances equals 10% of the projected annual revenues. This amount is to be held in reserves as required by the District's Reserve Policy 4.4.3. These reserves constitute the District's contingency and emergency reserves.

The five-year Working Capital projection assumes annual increases as follows: 1) Operating Revenues 3%, 2) Non-Operating Revenues 2%, 3) Salary/Wages & Benefits 5%, and 4) Non-Personnel Expenditures 5%.

The amount shown for One-time/biennial in FY 2018/19 includes \$2,300,000 for paying down the CalPERS unfunded long-term retirement liability and \$850,000 in election costs. The FY 2020/21 and FY 2022/23 include estimates of the biennial election costs. This cost is expected to be less in future years due to the District moving towards districted elections.

Encumbrances is a reserve of funds set aside for a particular contract. See page 35 for details.



## Five-Year CIP Detail

PILLAR POINT HARBOR		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
<b>Johnson Pier Terminus Repairs</b>							
	Design/Engineering	\$ 10,000	\$ 32,000				
	Construction		500,000				
<b>Johnson Pier Terminus/Fuel Dock /H Dock</b>							
	Design/Engineering	170,000	1,280,000				
	Construction			14,000,000			
	Grant (TBD)			(7,000,000)			
<b>Johnson Pier G Dock</b>							
	Design/Engineering			200,000			
	Construction				3,000,000		
<b>Johnson Pier F Dock</b>							
	Design/Engineering				200,000		
	Construction					3,000,000	
<b>Johnson Pier E Dock</b>							
	Design/Engineering					200,000	
	Construction						3,000,000
<b>Fishing Pier</b>							
	Design/Engineering	50,000					
	Construction		1,000,000				
<b>West Trail</b>							
	Design/Engineering	76,000	618,000				
	Construction		750,000	750,000			
<b>Launch Ramp Dredging</b>							
	Permitting/Bid Docs	59,500	27,000				
	Dredging		400,000				
	FEMA Funding	(59,500)	(427,000)				
<b>Harbormaster Bldg.</b>							
	CDP/Bid Docs	50,000					
	Construction		300,000				
<b>Parking Lot B, C2, C3</b>							
	Design/Engineering		50,000				
	Construction			400,000			
<b>Launch Ramp Impr./Restroom/Boat Wash</b>							
	Design/Engineering		200,000				
	Construction			1,500,000			
<b>Surfers Beach Restoration</b>							
	Design/Engineering	104,000	107,000				
	Construction		1,500,000	500,000			
	OPC Grant Funding	(75,000)					
	DBW Grant Funding		(800,000)				
<b>Vehicles/Vessels</b>							
	Trucks					50,000	
	All-Terrain Vehicle		25,000				
	Rescue Vessel						900,000
	DBW Grant Funding						(450,000)
	Golf Carts (2)						16,000
	Two PWCs (purchased)	27,500					
<b>Completed Projects</b>							
	Lessee Sidewalk	448,000					
	Romeo Pier Demo	460,500					
	Transformers A-C	13,800					



## Five-Year CIP (continued)

PILLAR POINT HARBOR (cont)		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Habitat Restoration			\$ 400,000				
EV Parking Places			200,000				
RV Restroom Project			400,000				
Coastal Trail Improvements			200,000				
<b>TOTAL PILLAR POINT HARBOR</b>		\$ 1,334,800	\$ 6,762,000	\$ 10,350,000	\$ 3,200,000	\$ 3,250,000	\$ 3,466,000
OYSTER POINT MARINA		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
<b>Dock 12</b>							
Design/Engineering				\$ 200,000			
Construction					1,400,000	600,000	
<b>Dock 13</b>							
Design/Engineering					200,000		
Construction						2,000,000	
<b>Dock 14</b>							
Design/Engineering							200,000
Construction							
<b>Evaluation of Dock 16 in Accordance with MOU</b>							
					100,000		
<b>40k sq. ft. Parcel Building</b>							
Design/Engineering				100,000			
Construction					2,000,000		
<b>Vehicles/Vessels</b>							
Repower Challenger	4,200	37,800					
Electric Golf/Dump Cart			15,000				
<b>Completed Projects</b>							
Bait Shop Building	26,983						
Transformers Dock 1-6	57,102						
<b>TOTAL OYSTER POINT MARINA</b>		\$ 88,285	\$ 37,800	\$ 315,000	\$ 3,700,000	\$ 2,600,000	\$ 200,000
ADMINISTRATION		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
<b>Admin Office/Land Purchase</b>		\$ 1,300,000					
Design/Engineering			80,000				
Construction				2,000,000			
<b>Enterprise Resource Planning System</b>							
Consulting Services			400,000	400,000			
Software Price				60,000			
<b>TOTAL ADMINISTRATION</b>		\$ 1,300,000	\$ 480,000	\$ 2,460,000	\$ -	\$ -	\$ -
SUMMARY		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
<b>Pillar Point Harbor</b>		\$ 1,334,800	\$ 6,762,000	\$ 10,350,000	\$ 3,200,000	\$ 3,250,000	\$ 3,466,000
<b>Oyster Point Marina</b>		88,285	37,800	315,000	3,700,000	2,600,000	200,000
<b>Administration</b>		1,300,000	480,000	2,460,000	-	-	-
<b>TOTAL</b>		\$ 2,723,085	\$ 7,279,800	\$ 13,125,000	\$ 6,900,000	\$ 5,850,000	\$ 3,666,000

The above summary information presents total estimated costs (uses) net of grants/funding (sources).



## CIP Appropriations & Estimated Encumbrance Re-appropriations

Capital Improvement Projects typically take longer than a fiscal period to complete. The Harbor Commission approves capital project contracts for design/engineering services and construction throughout the fiscal year. Finance staff sets aside District resources to fund the contract by entering an encumbrance (purchase order) into the accounting system. At the end of a fiscal year there are open contracts for projects that have not been completed. The last column of the following list represents the **estimated** outstanding balance \$(2,072,448) of each of the projects listed. Upon adoption of the Final Capital Improvement Program, **the Harbor Commission approves the re-appropriation of the actual encumbrance amount outstanding.**

For example, the design/engineering phase of the Johnson Pier Pile Repairs may be completed by June 30, 2019 and the actual open amount may be \$0 instead of \$32,000. The Harbor Commission's approval for re-appropriation of encumbrances for this project in FY 2019/20 would be \$0.

In addition, **with the adoption of the CIP, the Harbor Commission approves appropriations of \$200,000.** The appropriations will be used at the discretion of the General Manager for the repowering of the Harbor Patrol Boat at OPM, the purchase of an all-terrain vehicle at PPH, and any contracts that meet the definition of a Capital Asset and are within the General Manager's purchasing authority of \$25,000.

All other CIP appropriations will be approved when the Harbor Commission approves a CIP contract.

### Estimated Encumbrances to be Re-appropriated

Project	Approval Date(s)	Contractor	Original Contract	Change Orders	Total Contract	Estimated Spending thru 6/30/19	Estimated Encumbrance Re-appropriation
West Trail Erosion Protection	04/04/16 11/01/17 04/17/19	GHD, Inc	\$184,086	\$249,722 \$618,145	\$1,051,953	\$433,713	\$618,240
Surfers Beach Replenishment	11/16/17 04/17/19	Damitz	\$50,000	\$56,000	\$106,000	\$66,000	\$40,000
Surfers Beach Replenishment	09/19/18	Environmental Science	\$105,000	-	\$105,000	\$38,000	\$67,000
Surfers Beach Replenishment	04/11/19	Kinetic Labs	\$15,080		\$15,080	\$7,080	\$8,000
Johnson Pier Pile Repairs	03/20/19	Moffatt & Nichol	\$42,300	-	\$42,300	\$10,300	\$32,000
PPH RV Park Restroom	04/11/19	Matthews Architects	\$13,000	-	\$13,000	\$13,000	-
PPH Office Remodel	12/20/17	Matthews Architects	\$34,100	-	\$34,100	\$34,100	-
Johnson Pier & H-Dock Replacement	03/15/17 03/20/19	Moffatt & Nichol	\$143,700	\$1,318,000	\$1,461,700	\$181,492	\$1,280,208
Launch Ramp Dredge	01/18/17	Moffatt & Nichol	\$24,900	-	\$24,900	\$24,900	-
Launch Ramp Dredge	01/18/17 04/17/19	Damitz	\$13,993	\$47,700	\$61,693	\$34,693	\$27,000
Fishing Pier Rehab	10/18/17	Moffatt & Nichol	\$82,600	-	\$82,600	\$82,600	-
TOTAL ESTIMATED RE-APPROPRIATION							\$2,072,448





# Committee Report

**TO:** Board of Harbor Commissioners

**FROM:** Governance & Policy Committee (Commissioner Brennan & Larenas, Public Member Ratts)

**DATE:** September 18, 2019

**SUBJECT:** Policy for Board Meeting Agenda; Recommend Adoption

**Recommendation/Motion:**

Recommendation: Review information from District Counsel and staff regarding current policies in other governmental entities. Adopt Policy 3.3 'Board Meeting Agenda'.

**Policy Implications:**

Policy 3.3 'Rules for the Preparation and Distribution of Meeting Agendas' (Attachment 1) was amended on April 18, 2018. The current policy allows the following persons to place matters on the regular meeting agenda:

- 1) The Board of Harbor Commissioners, by majority vote (Board).
- 2) A committee of the Harbor District, on a matter within the scope of the committee, and approved by the committee as a whole.
- 3) The General Manager of the District.
- 4) The legal counsel of the Harbor District.

**Fiscal Implications/Budget Status:**

None

**Background:**

On August 21, 2019 at a Special Meeting, a discussion was held regarding as to whether or not the District should return to the previous policy which allowed all members of the Board of Harbor Commissioners to place matters on the agenda and did not require approval by the majority vote.

During the discussion of this item it was recommended to return to the Governance & Policy Committee, with instruction to General Counsel to prepare a matrix (Attachment 3) of policies of other governmental agencies. The attachment also includes information gathered by staff.

This item was discussed at the September 12, 2019 Governance & Policy Committee meeting and the Committee recommended that the CSDA Sample Policy be used as a template for a new District Policy. Attachment 2 presents the CSDA Sample Policy with redlines to show changes relevant to the District.

**Attachments:**

1. [Current Policy](#)
2. [CSDA Sample Policy \(marked up\)](#)
3. [Matrix from District Counsel/Staff](#)

**SAN MATEO COUNTY HARBOR DISTRICT**

<b><u>Policy Title:</u></b> Board Meeting Agenda	<b><u>Number:</u></b> 3.3	<b><u>Date of Approval:</u></b> XX/XX/XX
<b><u>Other Revisions:</u></b> Reso: 19-13 8/7/13 Reso: 18-06 4/18/18	<b><u>Prepared By:</u></b> Julie van Hoff	

**STATEMENT OF POLICY**

**I) Agenda preparation.** The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Commissioners in accordance with the Brown Act. Any Commissioner may contact the General Manager and request an item to be placed on the agenda no later than 5:00 P.M. on the day that is eight business days prior to the closing of the agenda for the next meeting date. The General Manager shall add any or all items requested by Commissioners unless it is not in compliance with the Brown Act or other laws or regulations.

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POLICY NUMBER: 4205

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**II) Public requests.** Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Commissioners, subject to the following conditions:

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4205.2.1

A) The request must be in writing and be submitted to the General Manager [or other responsible managing employee] together with supporting documents and information, if any, at least eight business days prior to the date of the meeting.

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B) The General Manager shall be the sole judge of whether the public request is or is not a "matter directly related to District business."

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C) The General Manager shall determine the timing of when the item will be placed on the agenda.

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D) The public member requesting the agenda item may appeal the General Manager's decision at the next regular meeting of the Board of Commissioners. Any Commissioner may request that the item be placed on the agenda of the Board's next regular meeting.

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E) No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy.

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F) The Board of Commissioners may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

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**III) Agenda descriptions.** All Board agendas shall include an unambiguous description of each item on the agenda to be discussed, including closed session items. The General

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Manager shall ensure that the description gives notice to the public of the essential nature of business to be considered.

**IV) Agenda posting.** Agendas for regular meetings shall be posted 72 hours in advance of the meeting and agendas for special meetings shall be posted 24 hours in advance of the meeting. The posting must occur in a place that is freely accessible to the public and on the District's website. A touch screen electronic kiosk may take the place of the paper posting. The internet posting shall occur on the District's primary website homepage through a prominent, direct link to the current agenda. The agenda shall also be accessible in an open format.

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**V) Agenda packages.** When distributing agenda packages and other materials to members of the Board of Directors, those materials should be provided to all members at the same time. Agenda packages, except for closed session materials, should also be made available to the public once distributed to the Board.

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**VI) Public comment.**

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**A)** For regular meetings the Board shall provide the public with an opportunity to address not only any item on the agenda but any item within the subject matter jurisdiction of the District.

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**B)** For special meetings, the Board shall provide the public with an opportunity to address any item on the agenda.

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**C)** The Board may not prohibit public criticism, but shall control the order of the proceedings, including placing reasonable time limits on public comment.

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**D)** The Board may not require members of the public to give names or sign a register as a condition of attendance or speaking.

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**VII) Closed sessions.** The Board may conduct a closed session during a noticed meeting for certain matters, as identified on the agenda, where it is necessary to conduct business in private. Major reasons for permissible closed sessions, as authorized by the Brown Act, include real property transactions, labor negotiations, and pending litigation. The Board shall allow public comment on any closed session item before going into closed session.

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**VIII) Items not on the agenda.** The Board shall not discuss or take action on any item that does not appear on the posted agenda except that the Board may act on items not on the agenda to address emergency situations, subsequent need items, and hold-over items from a continued previous meeting held within the prior five days. The Board may also respond to public comments and make announcements.

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**Governmental Entity**

<u>District</u>	<u>City</u>	<u>Notes</u>	<u>Only GM/City Mgr. can add item</u>	<u>The Board President can add item</u>	<u>Any Board Member can add an item</u>
City	Cupertino	The City Clerk prepares the agenda. "Every official, board, commission or other body, connected with the City government, and every citizen, individual, corporation, committee or civic group, having any reports, communications or other matters to be presented at a City Council meeting, shall be referred to the City Clerk in writing before nine a.m. of the sixth day (Sunday included) preceding the day of such meeting for it to be given consideration as an item of agenda business." It does not appear to be mandatory that the Clerk put a requested item on the agenda. See: Cupertino Municipal Code Section 2.08.080	n.a.	n.a	n.a
City	Half Moon Bay	The City Clerk prepares the agenda. The Mayor also participates in the preparation of the agenda. The Mayor, with the approval of a majority of the Council, can change the order of hearing of items on the agenda. City Councilmembers, the City Manager and the City Attorney may place matters on the agenda. A Councilmember may request an item be considered on a future agenda and, if a second Councilmember agrees with the request, staff will prepare a staff report. Councilmembers may make this request verbally during a meeting or may submit a written request. Members of the public may request Council take action in the following ways: write a letter to the City Council; speak during the public comment period at a City Council meeting; or attend annual Council Strategic Workshop and provide input. Upon agreement of a majority of the City Council, Council will determine whether to place an item requested by the public on a future agenda. See: City Council Rules of Procedure and Decorum, Chapter 5	No	Yes	Yes

City	Foster City	Staff, in consultation with the Mayor, prepares the agenda. While items are usually placed on the agenda at the request of the Council or Staff members, citizens who would like the Council to review an item should send a formal written request to the Mayor and City Council. The item will be reviewed to determine whether it should be handled administratively, referred to a commission or committee, or added to an upcoming City Council agenda. See: Foster City Agenda and Minutes	No	Yes	Yes & Public
San Lorenzo Valley Water District	Boulder Creek	The District Manager, in consultation with the President or Presiding Officer, prepares the agenda for upcoming Board of Directors or committee meetings. Persons wishing to have an agenda item scheduled should make their request known in writing to the President of the Board. All such written requests, including supplemental materials, must be delivered to the office of the district secretary by Thursday, 5:00 p.m., one (1) week preceding the date of the scheduled Board of Directors meeting. The President of the Board shall decide whether the subject matter is one which can and should be considered as part of a Board meeting agenda. Generally, such matters will be placed on the written correspondence portion of the agenda for discussion and consideration. However, no action may be taken by the Board of Directors on any written communications presented. The Board of Directors may request that the matter be placed on a future agenda for additional consideration and possible action. See: San Lorenzo Valley Water District Board Information	No	Yes	No

Cosumnes American Bear Yuba Joint Powers Authority	Auburn	The Secretary, in consultation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors. Any Director may request that the Secretary place an item on the agenda no later than 5 business days preceding the meeting. Additionally, any member of the public may request that matter directly related to the District business be considered for placement on the agenda of a regularly scheduled meeting of the Board of Directors, subject to conditions.	No	Yes	Yes & Public
Malaga County Water District	Fresno	The General Manager, in cooperation with the Malaga County Water District Board of Directors Chair, prepares an agenda for each regular and special meeting. Any Director may request any item to be placed on the agenda by contacting the General Manger at least 14 business days prior to the date of the meeting. Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled Board meeting, subject to conditions.	n.a.	n.a.	n.a.
Vallejo City Unified School District	Vallejo	The Board President and the Superintendent, as Secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Any Board Member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting.	No	Yes	n.a.
Santa Clara Valley Open Space Authority	San Jose	The Chairperson or the General Manager may place a matter on the agenda for Board consideration. The Chairperson, the General Manager and the Clerk of the Board shall confer one week prior to the preparation and posting of the agenda. Board members may request to place items on an agenda during a Board meeting, or make requests to the Chairperson to place a matter on the agenda. It is the responsibility of the Clerk of the Board to prepare written agendas for all meetings of the Board and to place matters on the agenda as requested by the Chairperson or the General Manager. See: Board Operating Rules and Procedures, section 2.20.040.	No	Yes	n.a.

Bayshore Sanitary District	Brisbane	Any Board or staff member can request an item be placed on the meeting agenda. If the request is made within 72 hours of the monthly meeting, the item may be discussed but no action can be taken. The exception to that is if the matter is of some urgency and cannot wait until the next monthly meeting. That being said, our Board very seldom feels the need to add an item to the agenda and when that right has been exercised there is not exhaustive discussion.	No	Yes	Yes
Coastside County Water District	Half Moon Bay	Under our policies, an agenda item can be added by the President and the GM (both must agree) or at the request of any two directors. No individual director, including the President, has the authority to add an item or to direct that one be added. We also have a standing item on our Board agenda for adding future agenda items.	No	No	No
Humboldt Bay Harbor Recreation & Conservation District	Eureka	The Executive Director prepares the Agenda and gives to the Board President.	No	Yes	No
Ladera Recreation District	Portola Valley	Any board member can direct the GM to add an agenda item.	No	Yes	Yes
San Mateo County Resource Conservation District	Half Moon Bay	Any board member can add an item.	No	Yes	Yes
Westborough Water District	Westborough	The GM will present the Agenda to the District Counsel and than it will be presented to the Board. He said they have never removed any item someone has added. They don't have anything in formal writing stating this.	No	Yes	Yes





# Activity Report

**TO:** Board of Harbor Commissioners

**FROM:** John Moren, Interim GM

**DATE:** September 18, 2019

**PERIOD:** August 2019

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## Pillar Point Harbor:

### Construction Update & General Status Updates:

- Misc. maintenance work in progress throughout the marina
- Landscaping in facility

### Miscellaneous:

- 838 Launches at boat ramp 8/1/19 thru 8/31/19
- Pacific Beach Coalition Clean-up on August 31st
- Ongoing training
- US Coast Guard Helo Training
- Cross training with OPM staff

### Occupancy Overview:

- Total occupancy: 99% 369 slips, 365 occupied.

### Search and Rescue Activity Highlights & Urgent Need Activities:

- 8/1 thru 8/31
  - 5 Search & Rescue
  - 17 Patrol Vessel

- 29 DHM Calls
- 2 Medical
- 3 Law Enforcement
- 8 Training
- 1 Event
- 2 Environmental Resource Protection Calls

**EMS-Clean Marina Activities:**

- Vessel inspections are ongoing
- Registration and Insurance enforcement
- Nonpayment enforcement
- Pacific Beach Coalition Beach Clean-Up – August 31, 2019



47 Volunteers spent part of their Labor Day Weekend to cleanup Harbor Beach and Surfer's Beach. A total of 121 lbs. of trash, 40 lbs. of recycle and 468 cigarette butts were collected.

### **Calendar Reminder Items of Events and Activities:**

- Fish and Fleet on September 15, 2019
- Coastal Cleanup on September 21, 2019

## **Oyster Point Marina/Park**

### **General Status & Construction Update:**

- Misc. maintenance work in progress throughout the marina.
- OPD project underway
- OPM has been on generator power since August 3<sup>rd</sup>. 2018
- New date for switch from generators to PG&E is Oct. 1st

### **Miscellaneous:**

- Crew Training continued to cross train with USCG and PPH staff.
- Registration, Liveaboard, insurance and operability enforcement efforts continue.
- Liveaboard waiting list updated; 80 applicants currently on list.
- Halibut and Striped bass fishing have slowed.

### **Occupancy Overview:**

- On 8/31/19 occupancy: 78.5% 408 slips, 320 occupied

### **Search and Rescue Activity Highlights & Urgent Need Activities:**

- 8/1 thru 8/31: 12 vessel activities, 3 Fire, 3 Police Business, 3 Coast Guard, 38 DHM Call Outs
- 1 SPCA, 2 Fish & Wildlife

### **EMS-Clean Marina Activities:**

- Vessel inspections for new tenants and for seaworthiness of existing tenants are ongoing.

### **Calendar Reminder Items of Events and Activities:**

- 9/21/19 Coastal Cleanup Day
- 10/10/19 through 10/13/19 Fleet Week

## **Administration:**

See related Staff Report for update on Capital Projects

### **District:**

- Executive Search firm RFP for GM concluded, hiring process has begun.
- First of two advertisements for RFP #2019-07 SMCHD Administration Building Design, Engineering, Architecture, Permitting, and Construction Support Services published on 8/28/19.
- First of two advertisements for ITB #2018-05 PPH Harbormaster Office Alteration published on 8/28/19.
- First of two advertisements for RFP #2019-08 Pillar Point RV Park Public Restroom and Green Space Design, Engineering, Permitting and Construction Support Services published on 9/4/19.
- First of two advertisements for RFP #2019-09 General Legal Services published on 9/4/19.

### **Grants:**

- Working with FEMA and CalOES for project funding assistance
- Continuing efforts to identify potential grant funding for all CIP's

### **ADA Coordinator:**

- Continued work on issues identified in the ADA Transition Plan/Self Evaluation. Incorporating CalOES "Strategies for Inclusive Planning Emergency Response" in our ERP. This addition to the ERP facilitates more comprehensive inclusion of planning for people with access and functional needs, including people with disabilities as well as other groups disproportionately impacted in emergencies.

### **District Training Officer, DHM Cary Smith:**

- CEAP (Coastside Emergency Action Program) Monthly Meeting, CERT Teamwork, Keynote Speaker
- Social Media Efforts: Assist with Media (Images and Messaging) Tours, Events
- Public Information Officer for Safety and Marine Related Education and Events
- Neptune Coalition Monthly Meetings (USCG Sector SF and Bay Area Allied Agencies)
- Citation Enhancement and Ordinance Code revision (Turbo Data)
- USCG Air Station SF on the water training
- Scheduling required recertification training
- DBW (BSEE) Boating Safety and Enforcement Equipment Grant: Workshop and Grant
- Community Outreach (CPR instruction) Harbor and Surf Communities
- DHM Training Matrix creation and ongoing record keeping
- Marine Flare Disposal Pilot Program with San Mateo County Environmental Health Planning and Outreach with OPYC and HMBYC
- Surf Rescue and RWC Safety Training for the Surf Community

- Training Program development, updates and vision moving forward
- OE3 MOU Training requirements and Equivalent Training discussion
- Harbor Community based CERT Team research
- Emergency Notification research for Harbor Communities and Future Outreach
- Tsunami Preparedness and Tabletop Training Planning for Administration and Operations
- Enhanced First Aid Certification and Upgraded Recertification
- Ordinance and Compliance Enhancement Research and Discussion
- Enhanced Allied Agency Training Opportunities on the Water OPMHP and PPHP
- San Mateo Public Safety Communications Updates and Enhancement Communications
- Other Meetings and Duties as assigned

**Activities and Training:**

- Allied Agency Training with PPHP/OPMHP and USCG
- CPR/AED/Blood Borne Pathogen Recertification Training OPMHP and PPHP
- DBW Class Training Scheduling
- USCG Air Station SF Allied Agency Training Day
- USCG Air Station SF Hoist and Rescue Swimmer Training
- BWRAG Potential Training and Support (October 2019)
- Deputy Harbormaster Recruitment and Testing planning and updates
- Sexual Harassment Training September and December 2019

**Future Objectives:**

- SMCHD Operations Training standardization
- SMCHD Patrol Boat Electronics Standardization
- SMCHD Water Based Recreational and Harbor Community Training
- SMCHD Enhanced Allied Agency Communications
- SMCHD Administration and Commission Safety and Boating Education Training
- SMCHD Operations Social Media Safety Messaging and Environmental Resource Protection Messaging
- SMCHD Operations Professional Image Development and Outreach
- SMCHD Operations Customer Service Training
- SMCHD Operations Mental Health and Self Medication Awareness and Officer Safety Training

**District Safety:**

- Target Solutions - OSHA courses, continuing to assign safety refresher courses for 2019.
- Updating Emergency Response Plans, copies will be placed on District website, additional emphasis on tsunami response.

- 2019 DBW Boater Safety Survey/Kits – Continuing to work with DBW at PPH and OPM to send out Dock Walker boater safety surveys with statements. Tenants will deliver completed surveys to the HM office for boater safety kits.
- Continuing increased training efforts to promote excellent Customer Service.
- Continued partnership with the San Mateo Resource Conservation District (RCD) to address pet waste as a cause of water pollution. Information on how pet waste is a pollutant is provided on the District’s website and on information flyers at both PPH and OPM Harbor Master Offices. Additionally, the link for the public to take the “Scoop-the-Poop” Pledge is on the District website. The District will be using its social media to further public awareness of the water pollution caused by pet waste and to encourage public to remove all pet waste.



# Activity Report

**TO:** Board of Harbor Commissioners  
**FROM:** Julie van Hoff, Director of Administrative Services  
**DATE:** September 18, 2019  
**PERIOD:** August 2019

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## **Harbor Commissioner Meetings**

- Regular Commission Meeting – August 21, 2019
- Special Commission Meeting – August 21, 2019
- Governance and Policy Committee- August 12 & August 21, 2019
- Attended site visits at Pillar Point Harbor and Oyster Point Marina – August 23, 2019

## **Public Record Act Requests**

- Received and completed requests from John Ullom and Emily Mibach on 8/21/19

## **Accounting/Finance**

- **Operations**
  - Accounts Payable (A/P)
    - Processed two A/P runs
    - Uploaded Positive Pay to US BANK
    - Processed recurring journal entries
    - Updated A/P vendor master lists, 1099 info, purchase orders, updating major contract reconciliations, updated CA Use Tax
    - Positive pay upload to US Bank
    - Recurring journal entries
    - Year-end Purchase Order cleanup
  - Accounts Receivable (A/R)
    - Month-end – The Marina Program (TMP) to general ledger reconciliation and rollover to next period
    - State of California Franchise Tax Intercept program – received and filed reports and payments
    - Assisted with collections of balances, filing of liens, sale of boats, and assisting Operations staff
    - Prepared and reviewed monthly A/R report for PPH and OPM

- Met with management to review “problem” accounts
  - Sent accounts to collections
  - Created procedure and made changes to TMP in order to implement Pump-out credit for berthers
  - Working on AR clean-up- PPH credit balances
- Banking
  - Reconciled bank and investment accounts
  - Prepared bank reconciliation adjustments
- Purchasing/Contracts
  - Updated contract summary and major contract reconciliations
- Payroll – biweekly
  - Processed two payroll cycles
  - Uploaded CALPERS/ICMA reports for 457 savings plans
  - Prepared flexible spending account invoices
  - Reported CALPERS pension plan information
  - Submitted annual SDRMA Workers’ Compensation reconciliation
- **Board Meeting – August 21, 2019**
  - Prepared Bills & Claims report
  - Prepared Legal Fees report
  - Prepared Bad Debt Write-Off
  - Assisted in preparation of 8/21/19 Board Packet and review of 9/18/19 staff reports
  - Attended agenda setting meetings
- **Grants**
  - Submitted SAVE Grant Fund Assist - \$4,347 from Port San Luis Harbor District
  - Ocean Protection Council reimbursement #9 in progress
- **Strategic Plan**
  - Reviewed and commented on draft plan
- **Year-end Accounting/Audit**
  - Capital Asset additions/transfers/disposals for FY18-19
  - Preparation and recording of final year-end adjustments
  - Audit checklist preparation, gathering items for auditors and updating workpapers
  - Employee Reimbursement Annual Report FY18-19 - In progress

## **Human Resources**

- **Prepared Check Request for Medical & Life Insurance**
  - OE3 Trust Fund
  - Teamsters
  - SDRMA Medical & Ancillary
  - Medicare reimbursement



- **Personnel**
  - Worked on filing personnel paperwork
  - Prepared one Personnel Action Form
  - Placed an order for additional California and Federal Labor Law posters
  - Prepared paperwork for employee evaluations
  - Teleconference with Employment and Labor legal counsel regarding OE3 Health & Trust Fund Agreement, HR Policy updates, sexual harassment training, and Anti-harassment, Anti-retaliation, Non-Discrimination Policy
  - RGS provided leave information to one employee
  - Investigated CalPERS reporting requirements for employees working out of class
  - Worked with RGS on employee leave notifications
  - Enrolled new employee in medical benefits
  - Continued to request medical enrollment information for employee who wants to make a switch from the pay-out benefit
  
- **Employment Recruitment**
  - Held interviews for Administrative Analyst- Communications on August 8 and second interviews on August 14
  - Held second interview for Accountant position. Sent out final letters for candidates not selected
  - Sent offer letters and background paperwork for the position of Deputy Harbormaster A and Administrative Analyst-Communications
  - Scheduled a new recruitment timeline for the position of Deputy Harbormaster A and worked on opening the recruitment
  - Assisted CPS HR with one of the recruitments they are managing

### Miscellaneous

- **Policy/Procedure Updates**
  - Updated staff report for the Policy 1.1.1- Code of Ethics and Values policy
  - Investigate Committee as a Whole Process
  - Reviewed LAFCO draft policy updates
  - Created draft policy for District Counsel Guidelines
  
- **Leases/CAPs/Special Events**
  - Requested Statement(s) of Earnings that were past due
  - Requested insurance certificates that were past due
  - Filed lease documents
  - Finalized rent increase letter to lessee and mailed out
  
- **Risk Management**
  - Coordinated SDRMA Safety training for administrative staff.
  - Downloaded and forwarded the District's new vehicle insurance cards from SDRMA to Pillar Point Harbor and Oyster Point Marina.
  - Updated vehicle insurance information.

- **Information Technology**
  - Continued bi-weekly Business Process Documentation & Improvement meetings - topics included commercial activity permits, special event permits, banking activities, and general ledger processes.
  - Worked with Caspian on computer inventory
- **Other**
  - Scanned incoming mail
  - Attended monthly staff meeting
  - Attended meeting with Social Media/Outreach Consultant
  - Created Request for Proposal for General Counsel, finalized and advertised. Proposals to be received 9/23/19.
  - Prepared background information for Special Counsel
  - Working with staff regarding Amazon accounts and setup
  - Attended meeting with BWRAG representative to discuss summit event