

San Mateo County Harbor District Board of Harbor Commissioners Meeting Agenda

September 16, 2015
6:30 p.m.

**Municipal Services Building
33 Arroyo Drive
South San Francisco, CA 94080**

All Harbor District Commission meetings are recorded and posted at www.PacificCoast.tv within 24-48 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 physical disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400.

A.) Roll Call

Commissioners

Tom Mattusch, President
Nicole David, Vice President
Robert Bernardo, Secretary
Pietro Parravano, Treasurer
Sabrina Brennan, Commissioner

Staff

Glenn Lazof, Interim General Manager
Marcia Schnapp, Interim Administrative
Services Manager
Scott A. Grindy, Harbor Master
Debbie Nixon, Deputy Secretary
Steven Miller, District Counsel

B.) Public Comments/Questions –

The Public may directly address the Board of Harbor Commissioners for a limit of three 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, Board of Harbor Commissioners that is not on the regular Agenda. If a member of the public wishes to address the Board on an Agenda Item, that person must complete a Public Speaker Form and wait until that Item comes up for discussion. Agenda material may be reviewed at the administration offices of the District, 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018 or online at www.smharbor.com.

C.) Staff Recognition-

D.) Consent Calendar

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calendar are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda.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

- 1 **TITLE:** **Minutes of Meeting June 17, 2015**
 REPORT: Draft minutes
 PROPOSED ACTION: Approval

- 2 **TITLE:** **Approve Phase I of Project with San Mateo County
Resource Conservation District Agreement for First Flush
Program for \$5,000**
 REPORT: Lazof, Memo, Resolution
 PROPOSED ACTION: Adopt Resolution 41-15 to contract for Water Quality
Assistance and Monitoring at Pillar Point Harbor, Subsequent
Phases will require approval at a future Board Meeting

- 3 **TITLE:** **Approve Participation in Lead Worker Training Course
Offered by Regional Government Services (RGS)**
 REPORT: Grindy, Memo, Resolution
 PROPOSED ACTION: Approve Participation in Lead Worker Training as
Recommended by Harbormaster (Commission Review and
Approval Requested by Interim General Manager, an RGS
employee)

- 4 **TITLE:** **Extend Interim IT Support Services with CASPIAN IT
GROUP for 92 days from September 30, 2015 to
December 31, 2015**
 REPORT: Schnapp, Memo, Resolution
 PROPOSED ACTION: Adopt Resolution 43-15 to extend interim IT support services

- 5 **TITLE:** **Approve Third Amendment to Interagency Agreement
with Regional Government Services (RGS) Increasing the
Not to Exceed Amount of by \$20,000 to \$200,000**
 REPORT: Lazof, Memo, Resolution
 PROPOSED ACTION: Adopt Resolution 44-15 to increase Amount of Interagency
Agreement with RGS

- 6 TITLE: **Authorize Amendment To Contract With GHD Inc. in the Amount of \$26,906.00 for the Completion of Design and Permitting for the West Trail Culvert Repair Project**
REPORT: Lazof/Grindy, Memo, Resolution
PROPOSED ACTION: Adopt Resolution 39-15 to authorize an amendment to the contract with GHD Inc. for the completion of the West Trail Culvert and Repair Project
- 7 TITLE: **Authorize The Interim General Manager To Execute A Grant Agreement With The California State Parks, Division Of Boating And Waterways For An Amount Not To Exceed \$169,200.00 From The Abandoned Watercraft Abatement Fund**
REPORT: Lazof/Grindy, Memo, Resolution
PROPOSED ACTION: Adopt Resolution 42-15 authorizing the General Manager to execute the grant agreement
- 8 TITLE: **Authorize Up to \$22,000 towards Purchase and Installation of Pillar Point Launch Ramp Pay Station**
REPORT: Schnapp/Grindy, Memo, Resolution
PROPOSED ACTION: Adopt Resolution 46-15 to authorize \$22,000 toward purchase and installation of Pillar Point launch ramp pay station

E.) Old Business

- 9 TITLE: **Oyster Point Marina/Park Bait Shop Lease: Information and Status Update**
REPORT: Schnapp/Grindy, Oral Report
PROPOSED ACTION: Information item only

F.) New Business

- 10 TITLE: **Closed Session: Public Employee Appointment. Government Code Section 54957(b)(1), and Conference with Labor Negotiator Pursuant to Government Code Section 54957.6**
DISTRICT REPRESENTATIVES: Steven Miller
TITLE OF UNREPRESENTED EMPLOYEE: General Manager

b) Operations

18 Oyster Point Marina/Park and Pillar Point Harbor – Grindy

K.) Board of Harbor Commissioners

19 A. Committee Reports

B. Commissioner Statements and Requests

1. The Board of Harbor Commissioners may make public statements limited to five (5) minutes.

2. Any Commissioner wishing to place an item on a future agenda may do so. For additional items, any Commissioner may make a motion to place the item on the Agenda and must have a majority vote to pass.

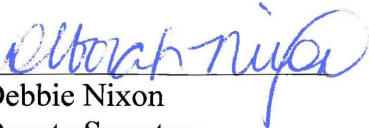
G.) Closed Session, Continued

20 TITLE: Conference with Labor Negotiator Pursuant to Government Code Section 54957.6
DISTRICT Scott Grindy, Deborah Glasser, Glenn Lazof
REPRESENTATIVES:
EMPLOYEE Operating Engineers Local Union 3 and Teamsters Local
ORGANIZATIONS: Union 856

L.) Adjournment

The next scheduled meeting will be held on October 7, 2015 at the Sea Crest School, Think Tank, Room #19, 901 Arnold Way, Half Moon Bay, CA 94019 at 6:30 PM.

Agenda Posted As Required:
September 11th at 12:45 p.m.


Debbie Nixon
Deputy Secretary

**San Mateo County Harbor District
Board of Harbor Commissioners
Meeting Minutes**

June 17, 2015

6:30 p.m.

**Municipal Services Building
33 Arroyo Drive
South San Francisco, CA 94080**

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A.) Roll Call

Commissioners

Tom Mattusch, President
Nicole David, Vice President
Robert Bernardo, Secretary
Pietro Parravano, Treasurer
Sabrina Brennan, Commissioner

x-absent

Staff

Glenn Lazof, Interim General Manager
x Debra Galarza, Director of Finance
Marcia Schnapp, Interim Human Resource Manager
Scott A. Grindy, Harbor Master
Debbie Nixon, Deputy Secretary
Steven Miller, District Counsel

B.) Public Comments/Questions — John Ullom said he had spoken with Nancy Cave with California Coastal Commission and there were no permits applied for The Mavericks Contest in the last few years. (0:47)

Michael Stogner asked if Item 11 could be removed from the Agenda because it was placed by the Interim General Manager and the issue was complicated. He was also concerned about the police presence at the meeting on the April 25, 2015. (2:58)

Cynthia Knolls who is a Pollution Prevention Specialist discussed safe disposal of hazardous waste. She was working with Pillar Point Harbor regarding proper disposal among boaters, the program is called The Dockwalker program. (6:17)

Sabrina Brennan read a letter dated June 17, 2015 written by her. The letter was regarding the open meeting on May 26, 2015 and the public's right to video tape

public meetings and also about her concerns about having public meetings in the same space that alcohol is being served. Her letter that she read is attached. (7:54)

Lamont Phemister commented on the May 26 meeting and stated that it is very important to not interfere with recording of public meetings. He added that this is a very serious issue and wanted to make sure it doesn't happen again. (10:37)

C.) Staff Recognition- None

D.) Consent Calendar

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

(12:59)

- 1 TITLE: **Minutes of Meeting April 15, 2015 – 6:30 p.m.**
REPORT: Draft minutes
PROPOSED ACTION: Approval
- 2 TITLE: **Minutes of Meeting April 30, 2015**
REPORT: Draft minutes
PROPOSED ACTION: Approval
- 3 TITLE: **Minutes of Meeting May 4, 2015**
REPORT: Draft minutes
PROPOSED ACTION: Approval
- 4 TITLE: **Updated Signatory Card List for the San Mateo County Harbor District's Financial Institution Accounts**
REPORT: Memo, List of signatures, Resolution
PROPOSED ACTION: Adopt Resolution 19-15 to authorize execution of financial institution generated signature forms for the San Mateo County Treasurer's office and U.S. Bank
- 5 TITLE: **Authorizing the Renewal of the San Mateo County Harbor District's Liability, Property and Other Insurance Policies for Fiscal Year 2015-16**
REPORT: Memo, Policies Resolution
PROPOSED ACTION: Adopt Resolution 21-15 approving renewal of liability, property and other insurance policies for Fiscal Year 2015-16
- 6 TITLE: **Bad Debt Write-Offs**
REPORT: Memo, Resolution

PROPOSED ACTION: Adopt Resolution 17-15 to Approve Write-Offs of uncollectable berthing accounts for current and past years in the amount of \$83,671.07

7 TITLE: **Turbo Data Contract for Parking Citation Processing**
REPORT: Memo, Resolution
PROPOSED ACTION: Adopt Resolution 08-15 to approve the contract with Turbo Data

8 TITLE: **Oyster Point Marina/Park Trash Compactor Purchase**
REPORT: Grindy, Memo, Resolution
PROPOSED ACTION: Adopt Resolution 22-15 to approve purchase of Marathon compactor

Action: Motion by Mattusch, second by Parravano to approve the consent calendar. The motion passed unanimously.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

E.) New Business

(13:21)
9 TITLE: **Proclamation for Oyster Point Yacht Club in Recognition of the 50th Anniversary**
REPORT: Proclamation
PROPOSED ACTION: Approval

Action: Motion by Parravano, second by Bernardo to approve the Proclamation for Oyster Point Yacht Club in Recognition of the 50th Anniversary. The motion was passed unanimously.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

F.) Public Hearing

(14:16)
10 TITLE: **Final Operating and Capital Budget for Fiscal Year 2015/16 by Resolution 20-15 Pursuant to Harbors and Navigation Code §6093.1**

- A. Declare Hearing Open: President Mattusch
- B. Report of Notice Given: Debbie Nixon, Deputy Secretary
- C. Staff Report and Recommendation: Budget FY 2015/16
- D. Public Comment:

E. Commission Deliberation:

H. Recommended

Commission Action: Adopt Resolution 20-15 to Adopt the Final FY2015/16 Operating and Capital Budget

(15:35)

Public Comment:

Support

Budd Ratts

Action: Motion by David, second by Bernardo to adopt Resolution 20-15 to adopt the Final FY2015/16 Operating and Capital Budget. The motion passed unanimously.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

Action: Motion by Brennan, second by David to make the following changes to the transmittal letter. 1) Mention move from accrual budget to reporting depreciation. 2) Change the mention of robust fishing season. 3) Desire for 5 year capital budget plan. 4) Budget change moving from an accrual budget to a cash budget. The motion passed unanimously.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

G.) New Business

(32:06)

11 TITLE:

Policy Regarding Elected Officials' Conduct and Communication with District Staff

REPORT:

Lazof, Memo

PROPOSED ACTION:

Approve proposed policy

(36:45)

Public Comment:

Oppose

John Ullom

Action: Motion by Bernardo, second by Parravano to approve the policy regarding Elected Officials' Conduct and Communication with District Staff with the following changes: 1) Paragraph A. Remove Poor behavior from sentence Poor Behavior towards staff is not acceptable, 2) Paragraph 4. Remove often from sentence but may often be secondary to the District's operational needs, 3) Remove paragraph 7(a) Routine Requests for Information. 4) Remove paragraph 8. Non-Routine Requests Requiring Special Effort.

Ayes: Bernardo, David, Mattusch, Parravano

Nays: Brennan

(1:08:39)

12 TITLE: **Contract with Regional Government Services: Approval of Adding Additional Staffing: Public Information and Transparency Officer; Human Resources Support**
REPORT: Lazof, Memo
PROPOSED ACTION: Approve proposed policy

(1:13:36)

Public Comment:

Oppose

John Ullom

Action: Motion by Mattusch, second by David to approve the contract with Regional Government Services: Approval of Adding Additional Staffing: Public Information and Transparency Officer; Human Resources Support. The motion passed.

Ayes: Bernardo, David, Mattusch, Parravano

Nays: Brennan

(1:26:17)

13 TITLE: **New/Revised Job Descriptions:**
1) **Administrative Services Manager (New)**
2) **Harbor Master – Assistant General Manger Operations (Revised)**
REPORT: Lazof, Memo
PROPOSED ACTION: Approve job descriptions; Administrative Services Manager Salary set at Human Resources Director level, on interim basis. Assistant General Manager Salary to be unchanged from prior to description revision.

Action: Motion by Mattusch, second by David to approve #1 adding grant writing to the administrative service manager in addition and also deferring #2 until we look into a better job title and job specifications. The motion passed unanimously.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

(1:38:44)

14 TITLE: **Process for Approval of District Response to LAFCo Municipal Service Review**
REPORT: Lazof, Memo
PROPOSED ACTION: The Commission may authorize the President to issue the final letter of response, or may call a Special Meeting to review this response, proposed for June 23, 2015.

(1:41:57)

Public Comments:

and permit fees for event

Action: Motion by Brennan, second by David to allow Half Moon Bay Fish and Fleet Festival Event at Pillar Point Harbor on Sunday, September 27, 2015 from 10:00 AM to 6:00 p.m. and waive the fee. Action passed unanimously.

Public Comment:

Support

Lisa Damrush

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

(2:16:36)

- 17 TITLE: **Commercial Activity Permit For California Canoe & Kayak, Rate And Fee Structure**
REPORT: Grindy, Memo
PROPOSED ACTION: Approve the proposed rate structure as noted below for California Canoe & Kayak for the period starting April 15, 2015 and ending July 17, 2015 during the temporary permit period \$2.25 per person per day or \$25.00 per week

Action: Motion by Bernardo, second by David to approve the proposed rate structure as noted below for California Canoe & Kayak for the period starting April 15, 2015 and ending July 17, 2015 during the temporary permit period \$2.25 per person per day or \$25.00 per week. Action passed unanimously.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

- 19 TITLE: **Status Report: Bills and Claims Paid in the Amount of \$386,564.09 from May 7, 2015 Through June 17, 2015 as Authorized on May 6, 2015 to Cover Payments Due to the Cancellation of the May 20, 201 and June 3, 2015 Meetings**
REPORT: Bills and Claims Summary
PROPOSED ACTION: Information only

No action taken. Information only.

Action: Motion to extend meeting until 11:00 p.m. Motion was passed unanimously.

Ayes: Bernardo, Brennan, David Mattusch, Parravano

Action: Motion to extend meeting until 11:30 p.m. Motion was passed unanimously.

Ayes: Bernardo, Brennan, David Mattusch, Parravano

Item 21 was taken up prior to item 20.

(2:20:22)

- 21 TITLE: **Consideration and Direction to Staff Regarding a Social Media Plan**
REPORT: Lazof, Memo; Additional Information: Brennan
PROPOSED ACTION: The Commission may provide direction to Staff regarding a Social Media Plan for the District

(2:21:54)

Public Comments:

Support

Joe Falcone

Undeclared

Martha Poyatos provided information only

Action: The Commission discussed creating a social media plan and directed the Interim General Manager to work with Phondini at an amount of \$1,000 per month and to create a social media plan. The Interim General Manager will then bring a Request for Proposal back to the Board at a later meeting for direction and action. No formal action was taken.

(2:42:36)

- 20 TITLE: **Discussion of Role of the San Mateo County Harbor District through the Beach Replenishment Committee as Potential Lead Agency in a Sand Replenishment Effort at Surfer's Beach**
REPORT: David, Memo
PROPOSED ACTION: Approve San Mateo County Harbor District as local lead agency in this effort

Action: Motion by David, second by Brennan for District to become the lead agency in the sand replenishment effort at Surfers Beach. The motion passed unanimously.

Public Comment:

Supports

John Dooley

Action: Motion by Brennan, second by Bernardo to extend meeting to 11:00 p.m.

Adjourn to closed session at 9:44 p.m.

Action: Unanimous vote to extend meeting to 11:30 p.m.

J.) Closed Session

- 27 TITLE: Closed Session—Public Employment Pursuant to Government Code Section 54957(b). Title: Labor Negotiator

Item 28 was not taken up.

- 28 TITLE: Conference with Legal Counsel—Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2). One Case

K.) New Business, Continued

- (2:56:49)
- 29 TITLE: Award Contract for Labor Negotiator Services
REPORT: Lazof
PROPOSED ACTION: Authorize the General Manager to enter into an agreement for services in support of labor negotiations under terms deemed by the General Manager to be in the District's best interest and in a form approved by legal counsel.

Action: Move by David, second by Parravano to award contract to Deborah Glasser for labor negotiator services. The motion passed.

Ayes: Bernardo, David, Mattusch, Parravano

Nays: Brennan

These following items were not taken up at the meeting.

H.) Staff Reports: a) Administration and Finance

- 22 Interim General Manager – Lazof
23 Director of Finance – Galarza
24 Interim Human Resources Manager – Schnapp

b) Operations

- 25 Oyster Point Marina/Park and Pillar Point Harbor – Grindy

I.) Board of Harbor Commissioners

26 A. Committee Reports

- 1) Water Quality and Public Safety Committee (May 14, 2015)
- 2) Beach Replenishment Committee (May 19, 2015)

B. Commissioner Statements and Requests

1. The Board of Harbor Commissioners may make public statements limited to five (5) minutes.
2. Any Commissioner wishing to place an item on a future agenda may make a motion to place such an item on a future agenda

L.) Adjournment

Action: Motion by Mattusch, second by Parravano to adjourn the meeting. The motion passed at 11:28 p.m.

Debbie Nixon
Deputy Secretary

Tom Mattusch
President

Staff Report

APPROVE PHASE I INTERAGENCY AGREEMENT WITH SAN MATEO RESOURCE CONSERVATION AGREEMENT FOR FIRST FLUSH PROGRAM FOR \$5,000

Glenn Lazof: Interim General Manager (IGM);

Background: The San Mateo Resource Conservation District (SMRCD) has requested that we approve the First Flush portion of the program to authorize their work and payment on the first portion of water quality monitoring which will take place after rainfall is received.

Analysis: The remainder of the program will come before the commission for further approval at a later date.

While the IGM's purchase authority is not exceeded by First Flush, staff is bringing this before you to specifically document that the commission is aware that agreement is being split into two portions at the request of the SMCRD, to avoid the appearance that staff is improperly splitting a large contract as a work around procurement rules. An interagency agreement will be required for the continuing phases of the project.

Recommendation: Approve Resolution 41-15 approving Phase I of 2015-2016 First Flush Agreement with SMRCD and signifying Commission approval for splitting the project into two portions, per the request of the RCD.

Phase I consists of the following tasks:

- Volunteer recruitment (emails, newsletters, flyers, social media)
- Purchasing supplies
- Developing materials such as checklists, instructions, data sheets, maps, site directions, etc.
- Planning and coordinating two volunteer training events
- Preparing for the First Flush event (weather forecasts, distributing materials/supplies etc.)
- Managing the First Flush water quality sampling event and delivering samples to the laboratory
- Analyzing and presenting results
- Program and budget management

Fiscal Impact: The First Flush program cost is \$5,000. \$57,500 is included in the 2015/2016 Fiscal Year budget to continue water quality efforts in the Harbor and in partnership with the RCD.

Resolution 41-15
of the
San Mateo County Harbor District
to

**Approve Agreement with the Resource Conservation District (RCD) for Phase I
of the First Flush Program in the Amount of \$5,000**

Whereas, the Resource Conservation District (RCD) and the San Mateo County Harbor District (SMCHD) initially entered into an Inter-Agency Agreement in 2006 to carry out an initiative for the collection and testing of water samples for a variety of physical parameters and pollutants ; and

Whereas, in the SMCHD FY15/16 budget, the amount of \$57,500 was allocated for these on-going water quality monitoring efforts; and

Whereas, the RCD is preparing to perform the First Flush study of the 2015/2016 year, Phase I of which could take place as early as the end of September 2015.

Now, Therefore, Be It Resolved, that the Board of Harbor Commissioners of the San Mateo County Harbor District (Board) approves an agreement between the RCD and SMCHD in the amount of \$5,000 for Phase I of the First Flush program.

Approved this 16th day of September 2015 at the regular meeting of the Board of Commissioners by a recorded vote as follows:

For:
Against:
Absent:
Abstention:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Nixon
Deputy Secretary

Tom Mattusch
President

First Flush 2015 Memo

Background

First Flush is the first big rain of the season where pollutants from the landscape enter the stormwater system and flow into rivers, creeks and the ocean. The Monterey Bay National Marine Sanctuary hosts a program to collect water samples during First Flush at various locations within San Mateo, Santa Cruz and Monterey counties. The San Mateo County Resource Conservation District (RCD) has been involved in the First Flush program since 2003 and implementing the program in San Mateo County since 2008.

The First Flush program is a year-long long initiative that involves recruiting and training volunteers to record data and collect water samples from various locations between Montara and Half Moon Bay, including Pillar Point Harbor. The samples are evaluated for a variety of physical parameters and pollutants such as bacteria, metals, and nutrients. Results are compared to water quality objectives for human health impacts and impacts to aquatic ecosystems and wildlife.

The First Flush program provides valuable information through generation of a continuous and consistent water quality dataset. This dataset helps identify what pollutants are of greatest concern and where. It also provides information to help inform management decisions and support water quality improvements.

Recommendation

First Flush has been a part of Harbor District water quality initiatives for six years and is a key component of the new water quality program to be proposed in December 2015. It is recommended that the First Flush component of the new Harbor District agreement receive pre-approved funding of \$5,000 for First Flush monitoring at Deer Creek, Capistrano Beach, West Point Ave and Vassar Ave. Pre-approved funding is needed to complete planning tasks that must take place before First Flush occurs. First Flush can happen as early as the end of the September so funding is needed as soon as possible for the following tasks:

- Volunteer recruitment (emails, newsletters, flyers, social media)
- Purchasing supplies
- Developing materials such as checklists, instructions, data sheets, maps, site directions, etc.



- Planning and coordinating two volunteer training events
- Preparing for the First Flush event (weather forecasts, distributing materials/supplies etc.)
- Managing the First Flush water quality sampling event and delivering samples to the laboratory
- Analyzing and presenting results
- Program and budget management

Staff Report

APPROVE PARTICIPATION IN LEAD WORKER TRAINING COURSE OFFERED BY REGIONAL GOVERNMENT SERVICES RECOMMENDATION

Approve the attendance at the 3 day training program for Lead Workers via Regional Government Services for James Smith, Lead Maintenance Specialist at Oyster Point Marina/Park in the amount of \$750.

Background

This program is an excellent educational opportunity for our newly promoted Lead Maintenance Specialist at Oyster Point Marina/Park. It will provide additional depth and leadership skills to his abilities in his new role.

This recommendation is at the initiative of the Harbor Master. While the authority to engage training is within the General Manager's scope the IGM requests Board review and approval to avoid the appearance of conflict of interest as he is also an employee of Regional Government Services.

Analysis

Class is a 3 day course spread over 3 months (1 day per month) so as not to have major schedule impact to the employee time needs.

Fiscal Impact

Training is budgeted for this activity of staff training for the 2015-16 year. Cost of the course is \$750. It is possible the employee would be reimbursed for mileage to and from the training site.

Conclusion

Training and curriculum such as this provides a strong enhancement to the employee, and being the employee works with contractors, public, tenants, and other agencies, it can only enhance the quality of our staffing.

Alternatives

There are few courses of this nature that can provide leadership abilities with such low impact to staff scheduling.



ACADEMY FOR LEAD WORKERS

Hands-On Leadership Skill Building
-Designed for New or Experienced Leaders in Local Government
-By Trainers with Extensive Involvement in Local Agencies

Coming Fall
2015

LEARNING OUTCOMES/ SKILL BUILDING IN:

- Getting Work Done Through People
- Engaging Employees to Create a Positive & Productive Workforce
- Understanding the Many Hats of Lead Workers
- Situational Leadership
- 3 Keys to Communicate Effectively as a Leader
- How to Conduct Difficult Workplace Conversations
- Creating a Culture of Accountability- the Lead Worker's Role

"The Academy makes you sit back and analyze your situation personally and strive to make positive changes"

Academy Graduate

"This Academy was by far the most helpful and interesting training I have attended"

-Academy Graduate

Dates: September 24
October 22
November 19

Time: 9:00-4pm

Location: City of Oakland
150 Frank H Ogawa Plaza
2nd Floor, Classroom # 1
Oakland, CA 94612

Includes: Lunch
Performance Management Guide
Follow-up Coaching
Certificate of Completion

Tuition: \$750 per Person for all 3 Non Consecutive Days

Registration:
Email- Danielle Oliveira
doliveira@rgs.ca.gov

For Questions about the Academy:
Email- Anne Oliver aoliver@rgs.ca.gov
Sally Rice srice@rgs.ca.gov
Or Call (650) 587-7309



STAFF REPORT

TO: San Mateo County Harbor District Commissioners

VIA: Glenn Lazof, Interim General Manager

FROM: Marcia Schnapp, Interim Administrative Resources Manager

DATE: September 11, 2015

SUBJECT: Board to Approve Resolution 43-15 Authorizing the Extension of Interim IT Support Services with Caspian IT Group through December 31, 2015

Recommendation: Approve resolution 43-15 authorizing the extension of IT support services with Caspian IT Group through December 31, 2015, for \$3,100 a month for basic IT support services, plus \$100 an hour for additional server related maintenance.

Background: On July 1, 2015, via Resolution 27-15, the Board authorized interim IT services support from Caspian IT Group from July 1, 2015 – September 30, 2015 for \$3,100 a month for basic IT support services, plus \$100 an hour for additional server maintenance related issue.

Staff has prepared an RFP for the purpose of identifying and hiring a permanent IT support services vendor. That RFP is expected to be posted and advertised the last week in September. The deadline for response is the latter part of October, with expected initial Board review by the second meeting in November. Staff is anticipating the new vendor to start on or about January 1, 2016.

Fiscal Impact: The FY2015/16 budget has \$48,500 for services for the entire fiscal year, therefore there is enough money in the budget to cover IT services through December 31, 2015. Depending upon the bids received from the RFP, staff may need to amend the budget in the latter half of the fiscal year.

Alternatives:

Stop IT Support Services for the District.

Resolution 43-15
of the
San Mateo County Harbor District
to

**AUTHORIZE AN EXTENSION TO THE AGREEMENT FOR IT
SUPPORT SERVICES WITH CASPIAN IT GROUP FOR 92 DAYS
FROM OCTOBER 1, 2015 THROUGH DECEMBER 31, 2015**

Whereas, on July 1, 2015, via Resolution 27-15, the Board of Harbor Commissioners of the San Mateo County Harbor District (District) approved an agreement with CASPIAN IT GROUP to provide interim IT support services, from July 1, 2015 through September 30, 2015 for a fee of \$3,100 per month for basic IT support services, plus \$100 an hour for additional server maintenance issues;

Whereas, the District requires continued service until December 31, 2015 by which time it is hoped that a long term IT vendor can be selected as the result from the RFP process; and

Whereas, CASPIAN IT is willing to continue its services at its current fee structure for basic IT support services.

Now, therefore, be it resolved, the Board of Harbor Commissioners approves an extension of the agreement with CASPIAN IT GROUP LLC through December 31, 2015, under the same terms and conditions of \$3,100 per month for basic IT support services, plus \$100 an hour for additional server maintenance issues.

Approved this 16th day of September 2015 at a regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:
Against:
Absent:
Abstaining:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Nixon
Deputy Secretary

Tom Mattusch
President

Staff Report

Approve Third Amendment to Increase Not to Exceed Amount of Interagency Agreement with Regional Government Services (RGS) Increasing the Not to Exceed Amount of by \$20,000 to \$200,000.

Glenn Lazof: Interim General Manager (IGM)

Background: This agreement has provided, in addition to the Interim General Manager, the part time services of a Public Information Transparency Officer, Human Resources (Director Level Support) and Finance Project Manager, on an as needed basis.

Analysis: The recommended level would permit a continuation of the as needed services at the current level through most of the month of October. It is hope that by that time, the new GM will be able to tailor additional extensions, if any to their assessment of District needs.

The General Manager also has the option to reduce any of these services and not utilize the full contract amount.

Recommendation: Approve resolution 44-15 increasing the interagency agreement with RGS to \$200,000.

Fiscal Impact: Salary savings from vacant positions will cover this increase. Appropriation revisions from the Salary Series to Contract services will be recommended at first quarter budget review.

**Resolution 44-15
of the
San Mateo County Harbor District
to**

**Approve the Third Amendment to the Interagency Agreement with Regional
Government Services (RGS) to Increase the Not to Exceed Amount by \$20,000
for an Agreement Total of \$200,000**

Whereas, on May 7, 2015, the San Mateo County Harbor District, (District) entered into a contract with RGS to provide the services of the interim General Manager; and;

Whereas, the Board of Harbor Commissioners has approved two amendments to the agreement with RGS to modify its term, increase the not-to-exceed contract amount, and authorize additional part time services such as a Public Information Transparency officer, Human Resources support, and a Finance Project Manager; and

Whereas, given the District's present staffing needs, the current not-to-exceed contract amount needs to be increased in order to allow for continued services through the present term, which expires on November 6, 2015.

Now, Therefore, Be It Resolved, that the Board of Harbor Commissioners approves the third amendment to increase the not to exceed amount of the Inter Agency Agreement with RGS by an additional \$20,000 for a total contract amount of \$200,000.

Approved this 16th day of September, 2015 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:
Against:
Abstain:
Absent:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Nixon
Deputy Secretary

Tom Mattusch
President

**San Mateo County Harbor District
Board of Harbor Commissioners
Special Meeting Agenda**

August 24, 2015

6:00 p.m.

**Oyster Point Marina/Park
95 Harbormaster Road
South San Francisco, CA 94080**

All Harbor District Commission meetings are recorded and posted at www.PacificCoast.tv within 24-48 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 physical disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400

Roll Call

Commissioners

- Tom Mattusch, President
- Nicole David, Vice President
- x Robert Bernardo, Secretary
- Pietro Parravano, Treasurer
- Sabrina Brennan, Commissioner

Staff

x - absent

Closed Session

- 1 TITLE: **Public Employee Appointment, Government Code Section 54957(b)(1): General Manager**

There was no reportable action from closed session.

Adjournment

Meeting adjourned at 7:00 P.M.

The next regular scheduled meeting will be held on September 2, 2015 at Sea Crest School, Think Tank, Room #19, 901 Arnold Way, Half Moon Bay at 6:30 p.m.

Debbie Nixon
Deputy Secretary

Tom Mattusch
President

Staff Report

AUTHORIZE THE INTERIM GENERAL MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE CALIFORNIA STATE PARKS, DIVISION OF BOATING AND WATERWAYS FOR AN AMOUNT NOT TO EXCEED \$169,200.00 FROM THE ABANDONED WATERCRAFT ABATEMENT FUND

Recommendation

Adopt Resolution 42-15 authorizing the Interim General Manager to execute a grant agreement with the California State Parks, Division of Boating and Waterways for an amount not to exceed \$169,200.00 from the Abandoned Watercraft Abatement Fund.

Background

The Division of Boating and Waterways has approved the Harbor District's grant application for \$169,200.00 of Abandoned Watercraft Abatement Fund money to remove selected vessels from Oyster Point Marina/Park and Pillar Point Harbor. This is another of a continuing series of grant requests for boat removal at both District Harbors.

The District has just received the grant Agreement, which must be executed and accompanied by a Resolution stating that the District agrees with the terms and conditions of the grant Agreement and authorizes the Interim General Manager to execute the Agreement.

In order to expedite receipt of the grant funds and remove of the vessels as quickly as possible, staff presents this recommendation for immediate Commission action. For the past grant cycle, the district was awarded \$143,800.00.

Analysis

Through the collection process, staff has retained vessels from lien and has legally declared said vessels abandoned. These vessels are in danger of sinking and may become a hazard to navigation and/or the environment. These vessels have no sales value.

Fiscal Impact

The District will be reimbursed for costs spent on removal and/or demolition of boats from Oyster Point Marina/Park and Pillar Point Harbor of up to \$169,200.00

Conclusion

Staff recommends the Board of Harbor Commissioners adopt Resolution 42-15 and authorize the Interim General Manager to enter into a contract with California State Parks, Boating and Waterways for a grant no to exceed \$169,200.00.

Resolution 42-15

of the

San Mateo County Harbor District

to

Authorize the General Manager to Execute a Grant Agreement with the California State Parks, Division of Boating and Waterways for an Amount not to exceed \$169,200.00 from the Abandoned Watercraft Abatement Fund

Whereas, there are abandoned vessels at Pillar Point Harbor and Oyster Point Marina/Park which may be a hazard to navigation and/or the environment; and,

Whereas, the California Division of Boating and Waterways has approved the San Mateo County Harbor District's (District) grant application to fund the removal and/or demolition of these vessels, in the amount of up to \$169,200, through the Abandoned Watercraft Abatement Fund Program.

Now, therefore, be it resolved that the Board of Harbor Commissioners approves the terms and conditions of the grant agreement with the Division of Boating and Waterways, authorizes the General Manager to enter into the grant agreement, and further authorizes the General Manager to take all other actions necessary to effectuate the grant from the Division of Boating and Waterways.

Approved this 16th day of September 2015 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:

Against:

Abstaining:

Absent:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Nixon
Deputy Secretary

Tom Mattusch
President

State of California – Natural Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
 DIVISION OF BOATING AND WATERWAYS
GRANT AGREEMENT - CERTIFICATE OF FUNDING

GRANTEE: San Mateo County Harbor District
GRANT TITLE: FY 2015/2016 Surrendered and Abandoned Vessel Exchange (SAVE)
GRANT AMOUNT: \$169,200.00
GRANT NUMBER: C15S0615
GRANT TERM: October 1, 2015 through September 30, 2017
FULLY EXECUTED: To be advised

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The General and Special Provisions attached are made a part of and incorporated into the Agreement.

Grantee: San Mateo County Harbor District ATTN: John Draper Address: PO Box 1449, El Granada, CA 94018	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Susan Sykes Address: One Capitol Mall, Suite 500 Sacramento, CA 95814
_____ Authorized Signature ,	_____ Authorized Signature Ramona Fernandez, Chief of Operations
_____ Printed Name and Title of Authorized Representative	_____ Printed Name and Title
_____ Date	_____ Date

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: San Mateo County Harbor District
GRANT TITLE: FY 2015/2016 Surrendered and Abandoned Vessel Exchange (SAVE)
GRANT AMOUNT: \$169,200.00
GRANT NUMBER: C15S0615
GRANT TERM: October 1, 2015 through September 30, 2017
FULLY EXECUTED: To be advised

CONTRACT NO C15S0615	AMENDMENT NO	CALSTARS VENDOR NO 4000000105-09		PROJECT NO AWAF:170003 VTIP:170004
AMOUNT ENCUMBERED BY THIS DOCUMENT \$169,200.00	FUND TITLE Abandoned Watercraft Abatement Fund 0577		AGENCY BILLING CODE NO 053706	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0	ITEM 3790-101-0577	CHAPTER 10	STATUTE 2015	FISCAL YEAR 2015/16
TOTAL AMOUNT ENCUMBERED TO DATE \$169,200.00	INDEX 1706	OBJECT CODE 702	PCA CODE 69006	PROJECT/WORK PHASE N/A
T.B.A. NO	I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.			
B.R.NO 77-1	ACCOUNTING OFFICER'S SIGNATURE		DATE	

STATE OF CALIFORNIA

Department of Parks and Recreation, Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

EXHIBIT A
SURRENDERED AND ABANDONED VESSELS EXCHANGE (SAVE)
FISCAL YEAR 2015/2016
SCOPE OF WORK

Grantee agrees to provide to the Division of Boating and Waterways (DBW) as described herein:
See Grant Application: Letters of Intent, Scope of Work and Work Plan of Exhibit A.

The services shall be performed in the jurisdiction of: San Mateo County Harbor District

State Agency: Division of Boating and Waterways	Grantee (Agency Name): San Mateo County Harbor District
Name: Susan Sykes	Grantee Representative*: John Draper
Title: Derelict Vessel Programs Administrator	Title: Operations Manager
Address: One Capitol Mall, Suite 500 Sacramento, CA 95814	Address: PO Box 1449, El Granada, CA 94018
Phone: (916) 327-1825	Phone: (650) 726-4382
Fax: (916) 327-1772	Fax: (650) 726-7740
Email: Susan.Sykes@parks.ca.gov	Email: jdraper@smharbor.com

* Grantee representative information may only be changed by giving 30 days written notice to DBW.

EXHIBIT B

Surrendered and Abandoned Vessels Exchange (SAVE) Grant Program

1. NEEDS AND OBJECTIVES OF DBW

- a. Pursuant to its authority under Harbors and Navigation Code section 525, the Division of Boating and Waterways (DBW) wishes to contract with Grantee for the removal and disposal of abandoned, wrecked or dismantled vessels, or parts thereof, or any other partially submerged objects (hereinafter "eligible water hazards") which pose a substantial hazard to navigation within Grantee's jurisdiction as listed on the Questionnaire, found in Exhibit A.
- b. Pursuant to its authority under Harbors and Navigation Code Section 525, the Division of Boating and Waterways (DBW) wishes to contract with Grantee for the removal and disposal of surrendered vessels, or parts thereof, which are in danger of being abandoned and has a likelihood of causing environmental degradation or becoming a hazard to navigation within Grantee's jurisdiction as specified according to the Grantee's Work Plan, found in Exhibit A.

2. WATER HAZARDS ELIGIBLE FOR REMOVAL AND DISPOSAL

The funds provided under this Agreement shall be used for the combined purposes of Surrendered and Abandoned Vessels Exchange (SAVE) as follows:

- a. **Abatement, removal, storage and/or disposal of eligible water hazards.** For purposes of this Agreement, "abandoned" is defined in Harbors and Navigation Code section 522(a):
"Any hulk, derelict, wreck, or parts of any ship, vessel, or other watercraft sunk, beached, or allowed to remain in an unseaworthy or dilapidated condition upon publicly owned submerged lands, salt marsh, or tidelands within the corporate limits of any municipal corporation or other public corporation or entity having jurisdiction or control over those lands, without its consent expressed by resolution of its legislative body, for a period longer than 30 days without a watchman or other person being maintained upon or near and in charge of the property, is abandoned property".
- b. The funds provided under this Agreement shall not be utilized for abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.
- c. If Grantee is reimbursed for the costs related to the abatement, removal, storage, and/or disposal of an eligible water hazard by the registered or legal owner or other person or entity known to have an interest in the water hazard, then the water hazard shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all funds disbursed by DBW to Grantee with respect to such water hazard immediately.
- d. **Abatement, removal, storage and disposal of eligible surrendered vessels.** For purposes of this Agreement, "surrendered" is defined in Harbors and Navigation Code section 526.1(a):
- e. "'surrendered vessel' means a recreational vessel that the verified titleholder has willingly surrendered to a willing agency under both of the following conditions:

- (1) The public agency has determined in its sole discretion that the vessel is in danger of being abandoned, and therefore has a likelihood of causing environmental degradation or becoming a hazard to navigation.
 - (2) The decision to accept a vessel is based solely on the potential of the vessel to likely be abandoned and cause environmental degradation or become a hazard to navigation.”
- f. The funds provided under this Agreement shall not be utilized for surrender, abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.
 - g. If Grantee is reimbursed for the costs related to the removal, storage, and/or disposal of a surrendered vessel by the registered or legal owner or other person or entity known to have an interest in the vessel, then the vessel shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all funds disbursed by DBW to Grantee with respect to such vessel immediately.

3. RIGHT OF INSPECTION

Grantee shall allow DBW and other state agency representatives, at any reasonable time, to inspect any site where Grantee or its subcontractors are performing work under this Agreement.

4. ANNUAL MEETING

Grantee's representative or alternate shall participate in an annual one-day video or phone conference conducted by DBW during the term of this agreement. Should the Grantee or representative be unable to attend the meeting and cannot provide a substitute from the agency, the Grantee must forward a letter to DBW stating the reason why they cannot attend. DBW must grant approval in writing in order for the Grantee not to be in breach of this Agreement for failure to attend.

5. ACTIVITY/NON ACTIVITY: REPORTING REQUIREMENTS

- a. Grantee shall provide quarterly reports to DBW describing the status of existing issues known, pending, or in progress.
- b. Lack of quarterly reporting and/or removal activity within any twelve month period during the term of this agreement is subject to possible revocation of grant.

6. OVERLAPPING ANNUAL GRANT AWARDS

A minimum of fifty percent (50%) of an existing AWAFF grant must be utilized and reported for reimbursement to DBW to qualify for a new fiscal year grant.

7. HAZARDOUS MATERIALS

Grantee shall be responsible for securing any necessary or prudent studies, permits, or authorizations associated with treatment, removal, storage, or any other handling of hazardous substances including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances, prior to the removal of any vessel and water hazard pursuant to this Agreement.

Grantee shall be responsible for the proper and lawful handling, abatement, removal, storage,

and/or disposal of any hazardous substances encountered in the execution of this Agreement.

8. TITLES AND LIENS

- a. **Abandoned vessels:** Grantee shall comply with all relevant provisions of the Harbors and Navigation Code regarding notices, hearings and liens in the performance of this Agreement. Grantee (in conjunction with local law enforcement) shall conduct a title search for all vessels presumed to be abandoned, as provided by Harbors and Navigation Code section 526.
- b. **Surrendered vessels:** Grantee shall comply with all relevant provisions of Harbors and Navigation Code section 526.1 in the performance of this Agreement, requiring that a surrendered vessel be that of the "verified titleholder."

9. MEDIA

Grantee agrees to acknowledge DBW's financial support whenever work funded by this Agreement is publicized in any news media, brochures, or other type of promotional material.

10. MEDIA MATERIALS RELEASE

Grantee agrees to irrevocably grant to California State Parks, Division of Boating and Waterways, its employees, officers, agents, and assigns (hereinafter referred to as "DBW"), the non-exclusive, royalty-free, perpetual and worldwide right and permission to use, reproduce, publish, copy, distribute, alter, license, adapt, and display the photographs, motion pictures, caption information, and/or written quotes (hereinafter referred to collectively as "Photographs"), that the Grantee has submitted to DBW for art, editorial, advertising, marketing, trade, broadcast, print, educational programs, or any other lawful purpose whatsoever, in any and all media. In connection with the foregoing license, the Grantee agrees not to use, reproduce, adapt, or display the Photographs, or allow others to do so, in a manner that tends to subject DBW or its AWAFF, VTIP and/or SAVE programs to ridicule, disparagement, mockery, satire, or that could tarnish the image of the DBW's AWAFF, VTIP, and/or SAVE programs. Grantee hereby releases and discharges DBW from any and all claims and demands arising out of or in connection with the use of the Photographs, including without limitations, any and all claims for libel, defamation, invasion of privacy, and/or publicity rights. DBW assumes no responsibility for lost or damaged Photographs or for the use of same. DBW may sell, assign, license, or transfer all rights granted to it hereunder.

Grantee also grants DBW and its licensees the unrestricted right to use and disclose its name in connection with use of the Photographs. The Grantee understands that it will not be paid for any use or right granted herein.

The Grantee understands and agrees that the Photographs may be used in whole or in part, at any time. The license granted herein to DBW includes the right and permission to conduct or have conducted such alterations to the Photographs as DBW deems necessary. Grantee releases and discharges DBW and agrees to indemnify and hold DBW harmless from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, loss or damage, whether intentional or otherwise, that may occur in the use of the Photographs. The Grantee waives any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

The Grantee declares and avows that the Photographs it is submitting to DBW are its own original work in all respects. The Grantee is the sole and exclusive owner of the Photographs;

they are free, clear, and unencumbered. No part of them is taken from or based on any other work; no part infringes the copyright or any other right of any person; and the reproduction, publication, exhibition, or any other use by DBW of the Photographs in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person. The Grantee agrees to indemnify and hold DBW harmless from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by DBW by reason of (1) any violation or infringement of any proprietary right or copyright; or (2) any libelous or unlawful matter contained in the Photographs. Grantee also agrees to indemnify and hold DBW harmless for any such amounts arising from its breach of any covenant, representation, or warranty of this agreement.

11. PERMITS AND DOCUMENTATION

Prior to the removal of any abandoned vessel, eligible water hazard, or surrendered vessel, the Grantee shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

12. SECURING OF BIDS

Grantee shall comply with any applicable laws and regulations governing the competitive bidding process when awarding subcontracts to marine salvage companies under this Agreement.

13. SUBCONTRACTORS

The Grantee warrants and guarantees that any marine salvage company performing work under this Agreement holds a valid business license and carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement. Grantee agrees that it shall guarantee and shall be responsible for ensuring that any and all of its contractors and subcontractors holds a valid business license and carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement; and Grantee agrees that if any of Grantee's contractors or subcontractors fail to fulfill any of these requirements, that Grantee itself carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement, whether performed by the Grantee, Grantee's contractor(s), or Grantee's subcontractor(s). Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement.

14. TRAFFIC CONTROL AND TRAFFIC SAFETY

The Grantee shall provide for adequate traffic control and safety measures at any site where Grantee and its subcontractors will perform any work under this Agreement.

15. AIR OR WATER POLLUTION VIOLATION

Grantee warrants that it is not (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

16. ENTIRE AGREEMENT

This Agreement consists of the terms of this Agreement and all attachments, which are expressly incorporated herein. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

17. APPROVAL OF AGREEMENT AND AMENDMENTS

This Agreement and any variation thereto is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Commencement of performance prior to approval of this Agreement will be at the Grantee's own risk.

18. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

There are no Disabled Veteran Business Enterprise participation requirements with this agreement.

19. AUTHORITY TO CONTRACT

Grantee must provide DBW with evidence of its authority to enter into this Agreement. Grantee may provide a delegation of contracting authority from its local governing body that by law has authority to contract. Alternatively, Grantee shall provide DBW with a resolution, order, motion, or ordinance of its local governing body that by law has authority to contract, authorizing execution of this Agreement.

20. COMPLIANCE WITH LAW AND REGULATIONS

Grantee and its subcontractor(s) shall comply with all applicable laws and regulations of the State of California for all work to be performed under this Agreement. By signing this Agreement, Grantee certifies its compliance and the compliance of all subcontractors with: (a) applicable provisions of the California Environmental Quality Act; (b) Nondiscrimination Program requirements of Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 8103 (and section 8113 in contracts over \$5,000) along with section 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code section 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code section 10296; (e) Workers' Compensation requirement of Labor Code section 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 U.S.C. section 12101 et seq.

21. INDEPENDENT CONTRACTOR

Grantee and its employees are independent contractors and shall not be considered officers or employees of DBW or agents of the State of California.

22. INSURANCE REQUIREMENTS

The abatement, removal, storage, and /or disposal of vessels under this Agreement is a hazardous activity. Grantee therefore must maintain commercial general liability insurance in an amount and of a type acceptable to DBW and to the Department of General Services/ Office of Risk and Insurance Management (ORIM).

1. General provisions applying to all policies

a. Coverage Term

Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the grant, a new certificate must be received by the Division at least ten (10) days prior to the expiration of this

insurance. Any new insurance must still comply with the original terms of the grant.

b. Policy cancellation or termination & notice of non-renewal

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the Division. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the Division may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

c. Deductible

Grantee is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary clause

Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

e. Insurance carrier required rating

All insurance companies must carry a rating acceptable to ORIM. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by DBW or ORIM.

f. Endorsements

Any required endorsements requested by the Division must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance

Inadequate or lack of insurance does not negate the Grantee's obligations under the Agreement.

h. Use of Subcontractors

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Grantee.

2. Insurance Requirements

a. Commercial General Liability

The Grantee shall maintain general liability on an occurrence form with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent subcontractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of

liability. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Grantee.

b. Automobile Liability

The Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

c. Watercraft Liability

The Grantee shall maintain watercraft liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of any watercraft (owned, hired or non-owned). The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed that is connected with or related to the activities contemplated in this Agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

d. Workers Compensation and Employers Liability

The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to certificate.

If applicable, Grantee shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this contract, Grantee acknowledges compliance with these regulations.

e. Environmental/Pollution Liability

Grantee shall maintain Pollution Liability for limits not less than \$1,000,000 occurrence covering the Grantee's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this

contract. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form or equivalent.

3. **Self-Insurance**

If the Grantee is self-insured for a portion or all of its insurance, the Grantee shall provide evidence of self-insurance. Review of financial information including a letter of credit may be required. The Division reserves the right to request financial information.

23. **TERMINATION**

- a. DBW may terminate this Agreement for any reason upon thirty (30) days written notice to Grantee.
- b. If the Grantee fails to keep the required insurance in effect at all times during the term of this agreement, DBW may, in addition to other remedies it may have, terminate this agreement upon two days written notice.
- c. DBW may, by two-day written notice to Grantee and without any prejudice to its other remedies, terminate this agreement because of failure of Grantee to fulfill any of the requirements of this agreement.
- d. Upon receipt of any notice terminating this Agreement, Grantee shall immediately discontinue all removal and disposal activities affected, unless the notice directs otherwise. In such event, DBW shall pay Grantee only for removal and disposal activities completed prior to the termination date.
- e. Upon termination of this agreement, Grantee shall promptly return all advanced funds. At DBW's sole discretion, DBW may offer an opportunity to cure any breach prior to terminating for default.

24. **ASSIGNMENT**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

25. **MATCHING REQUIREMENT**

- a. Section 525(C) of the Harbors and Navigation Code states, "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10-percent contribution from the local agency receiving the grant."
- b. The 10-percent contribution is in addition to funds awarded in the grant.
- c. The burden of proof in complying with the 10-percent contribution requirement is the responsibility of the grantee. Grant funds will not be disbursed until the grantee has provided DBW with acceptable documentation that it complied with the 10-percent contribution requirement for each disbursement.

26. BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

- a. DBW will reimburse the grantee for actual expenditures within the scope of the AWAf program upon written request by Grantee.
- b. Invoices from service providers and subcontractors to Grantee, submitted by Grantee to DBW for reimbursement, must contain the following:
- c. **AWAF Claim Requests to Include** (Use the [AWAF claim form](#) provided on DBW's website at www.dbw.ca.gov under Grants & Loans, or the online grant system, OLGA, available on this website):
 1. Name and address of Grantee
 2. Contract or invoice number
 3. Description of service performed
 4. Date the service was performed
 5. Location of each service
 6. Vessel name, CF# or HIN# if available; otherwise, description of vessel.
- d. Documents to submit with AWAf reimbursement claims:
 1. Invoices from subcontractors to Grantee
 2. Proof of payment from Grantee to subcontractors for services received
 3. Statement of 10% match contribution if using in-kind services, with supporting verification of in-kind contribution. If using personnel hours for in-kind match, include hours, purpose or action, date of action, and/or other as requested by DBW. Please use the form provided on DBW's website at www.dbw.ca.gov under Grants & Loans, or the online grant system, OLGA, available on this website.
 4. Photos of vessels with CF numbers (if available)
 5. Department of Motor Vehicles (DMV) documents (if available)
- e. **VTIP Claim Requests to Include** (Use the [VTIP claim form](#) provided on DBW's website at www.dbw.ca.gov under Grants & Loans, or the online grant system, OLGA, available on this website):
 1. Name and address of Grantee
 2. Contract or invoice number
 3. Description of service performed
 4. Date the service was performed
 5. Location of each service
 6. Vessel name, CF# or HIN#
- f. Documents to submit with VTIP reimbursement claims:
 1. Invoices from subcontractors to Grantee
 2. Proof of payment by Grantee to subcontractors for services received
 3. Statement of 10% match contribution if using in-kind services, with supporting verification of in-kind contribution. If using personnel hours for in-kind match, include hours, purpose or action, date of action, and/or other as requested by DBW. Please use form provided on DBW's website at www.dbw.ca.gov under

- Grants & Loans, or the online grant system, OLGA, available on this website.
4. Photos of vessels (if available)
 5. Statement of Release completed and signed by owner(s). A sample of this form is provided on DBW's website at www.dbw.ca.gov under Grants & Loans, or the online grant system, OLGA.
 6. Department of Motor Vehicles (DMV) documents: Certificate of Ownership signed by owner, or DMV Notice of Transfer and Release of Liability Form, completed and signed by owner(s).
- g. Reimbursement claims and support documents (as indicated above) are to be submitted to DBW at::
- Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814
Attention: AWAFF Unit
- h. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture of all funds advanced and provided under this Agreement.
- i. All requests for payment must be submitted to DBW no later than 45 days prior to the expiration date of the agreement. DBW is not obligated to make payment on any reimbursement request(s) received or for any services completed after this date.

27. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, DBW shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DBW shall have the option to either cancel this Agreement with no liability occurring to DBW, or offer an agreement amendment to Grantee to reflect the reduced amount.

28. INDEMNIFICATION

Grantee shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Grantee, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Grantee shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Grantee or Grantee's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers, and/or employees.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.

2. EFFECTIVE DATE:

Effective date means either the start date or the approval date by the Department of General Services (DGS), whichever is later. In cases where DGS approval is not required, this Agreement is of no force or effect until the date of the last DBW signature. No work shall commence until the effective date.

3. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

4. ASSIGNMENT:

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

5. AUDIT:

Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. INDEMNIFICATION:

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor or Grantee in the performance of this Agreement.

7. DISPUTES:

Grantee shall continue with the responsibilities under this Agreement during any dispute.

8. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner

deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

9. RECYCLING CERTIFICATION:

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, as outlined in Exhibit B, item #1.

14. GOVERNING LAW:

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Grantee by signing this agreement hereby certifies that if these services or goods are

obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
San Mateo County Harbor District		94-6050405
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	
	San Mateo	

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to

carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

EXHIBIT E

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE:

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT F

Bid/Proposal Attachment regarding the Darfur Contracting Act of 2008

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act's certification requirements of bidders and proposers.

EXHIBIT F – DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
San Mateo County Harbor District		94-6050405
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	
	San Mateo	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED

Staff Report

AUTHORIZE INTERIM GENERAL MANAGER TO HAVE THE PILLAR POINT HARBOR LAUNCH RAMP PAY STATION REPLACED IN AN AMOUNT NOT TO EXCEED \$22,000, INCLUDING PURCHASE AND INSTALLATION

Recommendation

Authorize the Interim General Manager to have the Pillar Point Harbor Launch Ramp Pay Station replaced in an amount not to exceed \$22,000, including equipment purchase and installation.

Background

The Pillar Point Launch Ramp Pay Station is over 10 years old. The pay station was manufactured in Canada; parts also come from Canada. The pay station is now failing to accept cash on a regular basis. It is well past its useful and needs to be replaced.

The District would like to utilize one of the various government procurement entities to purchase the equipment, such as the State of California Department of General Services (“DGS”), the Western States Contracting Alliance (“WSCA”) or the National Association of State Procurement Officials (“NASPO”). These entities have already completed the RFP process and selected the vendors that meet the requirements for purchasing for public agencies. The equipment and services are approved for public agency purchase, allowing local public agencies the ability to expedite equipment purchases, saving time and resources.

The District will still need to have the new pay station equipment installed. In addition, at the appropriate time, the Board will need to authorize the current pay station be designated as surplus equipment to be disposed of in the most cost efficient manner.

Fiscal Impact

The cost of the launch ramp will be paid for from the Pillar Point Harbor repairs and maintenance budget. There are no additional budget dollars required at this time. The Commission may want to discuss an increase in the launch ramp fee at a future meeting to help offset the cost of the new machine.

Conclusion

Immediate replacement is needed to keep revenues from the Pillar Point Harbor Launch Ramp Pay Station flowing.

Alternatives

Don't replace the pay station; forego the additional revenues that it generates.

Resolution 46-15
of the
San Mateo County Harbor District
to

**Authorize Up to \$22,000 towards Purchase and Installation of Pillar Point Launch Ramp
Pay Station**

Whereas, the Pillar Point Harbor Launch Ramp Pay Station has been inoperable since July 2015 and is in need of replacement; and

Whereas, the State of California Department of General Services ("DGS"), the National Association of State Procurement Officials ("NASPO"), and the Western States Contracting Alliance ("WSCA") administer previously bid and approved commodity contracts at prices that have been assessed to be fair, reasonable, and competitive; and

Whereas, any local governmental entity in the State of California that is empowered to expend public funds, including the San Mateo County Harbor District (District), may utilize designated State Contracts, per Public Contract Code Section 10298, et.seq., and

Whereas, the replacement pay station equipment needed by the District is available for purchase through the State-sponsored programs that the District is authorized to use as described above.

Now, Therefore, Be it Resolved, that the Board of Harbor Commissioners authorizes the General Manager to replace the Pillar Point Harbor Launch Ramp Pay Station with pay station equipment purchased by way of a State-sponsored contract in an amount not to exceed \$22,000, including purchase and installation.

Approved this 16th day of September 2015 at the regular meeting of the Board of Commissioners by a recorded vote as follows:

For:

Against:

Absent:

Abstention:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Nixon, Deputy Secretary

Tom Mattusch, President

RESOLUTION 46-15
A RESOLUTION TO AUTHORIZE PROCUREMENT OF LAUNCH RAMP PAY STATION EQUIPMENT IN THE NOT TO EXCEED AMOUNT
OF \$22,000.

SAMPLE PAY STATION PHOTOS AND COST







VenTek International
 1260 Holm Road, Suite A
 Petaluma, CA 94954
 707-773-3373

Prepared By: Victoria Iacovetto
 Account Manager: Victoria Iacovetto
 Release Date: 9/11/2015

Automated Revenue Collection & Management

San Mateo Harbor District
 Scott Grindy
 Boat Ramp & Parking
 Oyster Point Marina Park
 Pillar Point Harbor

Thank you for Choosing VenTek
 Quote Valid for 90 days

Automated Revenue Collection Equipment		QTY/UNITS	SUB QTY	Price	Total
E1	venSTATION or M600 Pay & Display - Includes 1 year Warranty Power Configuration: AC Connectivity: WiFi Payment Mode: Credit Card Bill Acceptance Coin Acceptance Change Giving with Dollar or Quarter Hopper	1	1	\$11,200.00	\$11,200
		1	1	\$3,112	\$3,112
TOTAL EQUIPMENT PRICING				\$14,312.00	\$14,312

Installation, Training and Shipping		QTY/UNITS	SUB QTY	Price	Total
I1	Installation & Training	1			\$1,000.00
SH1	Shipping Estimate - Actual costs will be billed upon shipment	1			Included
SH2	Inside Delivery or Lift Gate - \$130 each	Lot		\$130.00	
INSTALLATION, SHIPPING AND TRAINING					\$1,000.00

Annual Recurring Software Fees - Cloud Based System Management, Data Storage and Connectivity		QTY/UNITS	SUB QTY	Price	Total
ARS1	venVUE System Management Software / Annual Subscription Per System (Primary User)	1	1	\$495	\$495
ARS2	venVUE System Management Software / Annual Subscription Per System (Secondary Users)	0	1	\$295	\$0
ARS3	venSTATION Data Hosting Service / Annualized monthly fee - Per Pay Station	1	12	\$45	\$540
ARS4	CDMA Cellular Connectivity Service / Annualized monthly fee - Per Pay Station	1	12	\$45	\$540
PCI	Payment Gateway - PCI Compliant Secure Electronic Payment Processing				\$495
Cloud Based System Management, Data Storage and Connectivity					\$2,070

venSTATION Multi-Space Meter **\$14,312.00**
 Installation, Training & Shipping **\$1,000.00**
 Annual Recurring Fees, excluding Credit Card Payment Gateway **\$2,070.00**
Total \$17,382.00

Common Pay Station Optional Features				Price	w/New Unit
O1	Solar Power Charging System	per unit	1	\$895	\$895
O2	Hybrid Power Switching Module (Primary - AC, Secondary - Solar)	per unit	1	\$295	\$295
O3	Bill Acceptance	per unit	1	\$1,760.00	\$1,100
O4	Coin Acceptance	per unit	1	\$1,400.00	\$750
O5	Pay-by-License - Alpha Numeric Key Pad	per unit	1	\$495.00	\$495.00
O6	EMV Smart Card Ready - Includes Pin Pad & RFID Near Field	per unit	1	\$2,495	\$2,495
O6a	EVM Smart Card - Onsite Activation - If Required	per unit	1	\$1,500	\$0
O7	Light Bar	per unit	1	\$600	\$600

Notes:

- 1 Payment Gateway Switching Service - As a Level 1 PCI Service Provider VenTek offers a Secure Electronic gateway operating on its certified, fully-managed, Direct Transaction Processing System ("TPS"). Payment Gateway Switching Service allow VenTek's customers to establish a direct connection between the VenTek System and their Payment Card Processor. VenTek warrants that its TPS product will remain PCI-compliant for the duration of service delivery and that our pricing will be lower than comparable transaction gateway products. Includes Cyber Insurance coverage with client named as an Additional Insured.
- 1a "Per Transaction" Gateway Switching Services are billed monthly in arrears. Annual transaction volume must be over 100,000 transactions
- 1b "System Level" Transaction Gateway Software Subscription Service is billed annually in advance.
- 2 VenVUE System Management, venSTATION Data Hosting and CDMA Cellular Connectivity are billed Annually
- 3 ADA Compliant for height, control and reach
- 4 (1) year factory warranty included
- 5 Installation Includes securing the unit to a prepared surface, connecting the existing electrical inside the unit, installing software, network programming and configuration, and installation of all parts and peripherals necessary for unit operation.
- 5a Onsite Training is conducted during and/or after installation
- 5b venVUE System Management training conducted remotely via WebEx
- 5c Installation Quote does not include Site Prep: Concrete or Conduit Work, pulling electrical or communication cables or removal of existing equipment
- 6 All funds due are in U.S. dollars. Terms Net 30 from date of delivery. 1.25% finance charge (15% per annum) applied to balances over 30 days past

OPTIONAL FEATURES, CONSUMABLES, SPARES & SERVICE

PAY STATION OPTIONAL FEATURES					
O8a	Change Dispensing	per unit	1	\$1,712.00	
O8b	Change Dispensing \$1.00 Hopper	per unit	1	\$1,400.00	
O9	Custom Graphics venSTATION	per unit	1	\$630.00	
O9a	Custom Graphics M600/SVI	per unit	1	\$1,720.00	
O10	Stainless Steel Cabinet - (Quantity must be over 10)	per unit	1	\$595.00	
O11	Custom Color	per unit	1	\$450.00	
O12	Custom Wrap	per unit	1	\$795.00	
O13	Braille Graphics	per unit	1	\$995.00	
O14	Contactless Payment Acceptor (Additional Lead Time Required)	per unit	1	\$665.00	
O15	Pay-by-License Key Pad	per unit	1	\$495.00	
O16	Bar Code Reader	per unit	1	\$2,495.00	
O17	QR Code Reader	per unit	1	\$2,495.00	
O18	CR80 Card Dispensing	per unit	1	\$3,695.00	
O19	Sticker Dispensing (Additional Lead Time Required)	per unit	1	\$3,695.00	
O20	Audio Help	per unit	1	\$616.00	
O21	Security Shutter (venSTATION)	per unit	1	\$673.00	
O22	venSTATION Overhead Sign (AC Systems only)	per unit	1	\$495.00	
O23	Satellite Transceiver	per unit	1	\$3,495	
S1a	venVUE System Management Software / Annual Subscription (Secondary Users)	per user	1	\$295.00	
S1b	venVUE System Management Unlimited Users Credentials	Unlimited	1	\$1,995.00	
S4	Electronic Coupon - Value Card, Coupon Code, Annual Pass - Provides discounted fees	per pay station	12	\$10.00	
S5	Remote Validation - Pay By Space	per pay station	12	\$10.00	
S6	venMOBILE Subscription Fee - Mobile Permitting	per unit	1	\$995.00	
PBS	venPHONE - Pay-by- Smartphone - Charge to End User (Additional Lead Time Required)	per call	1	\$0.37	
PBSa	Pay-By-Phone via ParkNow, Passport Parking, PayByPhone, etc... - Charge to End User	per call	1	Varies by Vendor	
VenMOBILE PERMITTING & CITATION					
VM	venMOBILE (Samsung Smart Device & Zebra Mobile Printer) Permitting or Citation	per unit	1	\$1,995.00	
VM1	venMOBILE Cellular Connectivity	per unit	12	\$60.00	
PM	venMOBILE Subscription Fee - Mobile Permitting	Annual Fee	1	\$595.00	
CP1	venMOBILE Subscription Fee - Compliance includes Violation Data and Citation Processing	Annual Fee	1	\$1,595.00	
CP1a	Violation Pay-By-Space/Pay-By-License (included in CP1)	per unit	1	\$995.00	
CP1b	Citation Processing (Included in CP1)	per unit	1	\$995.00	
CP3	Citation Processing -Per Transaction	\$2.00 per Citation			
CP4	Citation Processing with DMV Look-up & Past Due Communication (Future Capability)	\$3.00 per Citation			
CONSUMABLES					
C1	Custom VenTek Annual Pass/Value Cards - Lot of 1000	per card	1000	\$1.40	
C2	Standard Ticket Paper Rolls (Order quantity 10+ rolls) 1" core	per roll	10	\$45.00	
C3	Custom Ticket Paper Rolls (Order quantity 55+ rolls)	per roll	55	\$70.00	
C4	Cleaner - Thermal Printer, box of 25	per cleaner	25	\$1.00	
C5	Cleaner - Credit Card Reader, box of 50	per cleaner	50	\$1.00	
C6	Bill Acceptor, box of 15	per cleaner	15	\$2.50	
C7	Canned Air	per unit	1	\$5.00	
SPARES					
SP1	Spare 40A Battery	per unit	1	\$179.00	
SP2	Spare Credit Card Reader	per unit	1	\$450.00	
SP3	Spare Bill Acceptor	per unit	1	\$956.00	
SP4	Spare Coin Acceptor	per unit	1	\$615.00	
SP5	Spare venSTATION Controller	per unit	1	\$1,775.00	
SP6	Spare venSTATION Display	per unit	1	\$755.00	
SP7	Spare Printers, Including Cable	per unit	1	\$1,495.00	
SP10	Spare keypads 1x4	per unit	1	\$134.00	
SP11	Spare keypads 3x4	per unit	1	\$180.00	
SP12	Spare Modern GSM/GPRS	per unit	1	\$522.00	
SP13	Spare Coin Locking Revenue Collection Unit	per unit	1	\$113.00	
SP13a	Spare Locking Coin Vault Metal	per unit	1	\$625.00	
SP14	Spare Bill Locking Revenue Collection Unit	per unit	1	\$211.00	
SP14a	Spare Bill Locking Revenue Collection Unit - Bill Recycler	per unit	1	\$750.00	
SP15	Spare Coin Locking Revenue Collection - 6 Coin Replenisher	per unit	1	\$143.00	
SP16	Spare Hopper \$.25 or \$1.00	per unit	1	\$1,267.00	
SP17	Recommended Spares - Configuration dependent	1 per 10	1	Quote	
SERVICES					
SW1	Standard Warranty: Free Unlimited Tech Support for 3 Months / Warranty issues for 12 months	Incl.	incl.	incl.	incl.
EW2	Extended 1 Year Factory Warranty (Recommended for years 2+)	1	1	\$895.00	\$895.00
ES1	Essential Support Plan: 12 Hours of Technical Support (phone/email)	per unit	1	\$521.25	
SL1	Safety Net Loaner Plan: spares provided until part is repaired.	per pay station	1	\$547.50	
OL1	Onsite Hourly Labor Rate \$125.00/hr.	per hour		\$125.00	
AH1	After Hours Telephone Support Hourly Labor Rate \$150.00/hr. (Billed in 15 min increments)	per hour		\$150.00	

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Innovation and excellence

PAY & DISPLAY

PAY BY SPACE

PAY ON FOOT



REAL-TIME PAYMENT PROCESSING & CENTRALIZED SYSTEM MANAGEMENT

- PCI-DSS Level 1 & PA-DSS Data Security Certifications
- Real Time Payment Authorization & Automated Settlement
- Relational System Database
- Central Communications Facility

MULTIPLE APPLICATIONS

- Parking
- Parks & Recreation
- Transit
- Amusement Rides
- Electrical Metering
- Liquid Metering

MULTIPLE PAYMENT METHODS

- Coins & Bills
- SmartCards & Value Cards
- Validations: Cards & Remote
- Credit Cards
- Debit Cards
- Electronic Coupons

MULTIPLE VENDING MODES

- Permit Only
- Pay for Space Receipt
- Entrance Passes
- Permit & Receipt
- Payment/Credential Gate Access
- Turnstile Access

NETWORK SUPPORT FOR 2 TO 200+

- DSL, Cable, Frame Relay
- Wi-Fi 802.11 (WPA/WPA2)
- Satellite and Dial-up for Remote Locations
- Digital Cellular Wireless (GPRS/CDMA)

REMOTE RATE MANAGEMENT PROGRAMMABLE BY...

- Variable Rates
- Flat Rates
- Multiple Picks
- Variable Time Durations
- Times of Day
- Days of Week
- Specific Dates (Special Events)

REAL-TIME LOCAL/ REMOTE REPORTING & NOTIFICATION

- Audit Reports
- Sales Reports
- Cash Collection Reports
- Service Alerts
- Intrusion Detection
- Enforcement Reports



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Proudly built in the USA

Interface

Large, easy to read LCD display
ATM-style menu driven interface
Custom graphics & colors available

Payment Processing

US & Canadian & International Currency
Customer-controlled electronic pay cards
PCI Compliant Credit Card Processing
VISA, Mastercard, AMEX and Discover
Tokens: Programmable value

Change Giving (Optional)

All Coin Denominations
Programmable Coin Acceptor
600 Coin Capacity Coin Hopper

Ticket Printer

Low maintenance thermal printer
In excess of 5,000 tickets per paper roll

Security

10 Gauge steel with 1/4" steel reinforcement
Maximum security Medeco lock
Audible & remote alarm capability
Sealed cash system
High-strength, Double-locking Coin bag
1,000 Note Double-locking Bill Cassette
Audit reports & Complete Transaction Log History

Dimensions

Approximately 25" w x 58" h x 15" d
Full ADA with max keypad height of 54"

Power Sources

110v A/C (w/optional Battery Backup)
Solar - Battery

1260 -A Holm Rd, Petaluma, CA 94954

Model 600

secure and reliable

PAY & DISPLAY

PAY BY SPACE

VARIABLE RATE

REAL-TIME PAYMENT PROCESSING & CENTRALIZED SYSTEM MANAGEMENT

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Interface

Large, easy to read LCD display
ATM-style menu driven interface
Custom graphics & colors available

Payment Processing

US & Canadian & International Currency
Customer-controlled electronic pay cards
PCI Compliant Credit Card Processing
VISA, Mastercard, AMEX and Discover
Tokens: Programmable value

Change Giving (Optional)

All Coin Denominations
Programmable Coin Acceptor
600 Coin Capacity Coin Hopper

Ticket Printer

Low maintenance thermal printer
In excess of 5,000 tickets per paper roll

Security

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Maximum security Medeco lock
Audible & remote alarm capability
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Power Sources

110v A/C (w/optional Battery Backup)
Solar - Battery

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San Mateo County Harbor District

ITEM 9

Board of Harbor Commissioners

Tom Mattusch, President
Nicole David, Vice President
Robert Bernardo, Secretary
Pietro Parravano, Treasurer
Sabrina Brennan, Commissioner

Glenn Lazof, Interim General Manager

INFORMATION ONLY



San Mateo County Harbor District

ITEM 10

Board of Harbor Commissioners

Tom Mattusch, President
Nicole David, Vice President
Robert Bernardo, Secretary
Pietro Parravano, Treasurer
Sabrina Brennan, Commissioner

Glenn Lazof, Interim General Manager

**CLOSED SESSION
NO SUPPORTING DOCUMENTS**



San Mateo County Harbor District

ITEM 11

Board of Harbor Commissioners

Tom Mattusch, President
Nicole David, Vice President
Robert Bernardo, Secretary
Pietro Parravano, Treasurer
Sabrina Brennan, Commissioner

Glenn Lazof, Interim General Manager

TO FOLLOW



San Mateo County Harbor District

ITEM 12

Board of Harbor Commissioners

Tom Mattusch, President
Nicole David, Vice President
Robert Bernardo, Secretary
Pietro Parravano, Treasurer
Sabrina Brennan, Commissioner

Glenn Lazof, Interim General Manager

TO FOLLOW

Staff Report

PERFORMANCE-BASED COMPENSATION AGREEMENT TO BE COMPLETED FOR SURFER'S BEACH PILOT PROJECT (COMMISSIONER DAVID); CONCEPTUAL APPROVAL ONLY

Glenn Lazof: Interim General Manager (IGM);

Background: Commissioner David will be presenting a conceptual plan for receiving services without the expenditure of District Funds.

Recommendation: Policy.

If conceptual approval is granted, staff and counsel will return to the Commission with necessary documents and approvals.

Fiscal Impact: None for granting conceptual approval.

Memo

Date: September 16, 2015

To: Board of Harbor Commissioners

From: Nicole David
Harbor Commissioner

Re: Discussion of a Performance-based Compensation Agreement

Recommendation

Consider Performance-based Compensation Agreement to be completed.

Problem statement

While two harbors in the Santa Cruz Littoral Cell have optimized dredging operations with beneficial use of sand on adjacent beaches, the third one, Pillar Point Harbor, remains one of the few harbors on the coast of California without a beach nourishment effort. Because of this, much-needed sand gets trapped behind the Harbor breakwater, and is not allowed to continue on its natural north-to-south path, resulting in sand-starved beaches down the coast.

Over the past 50 years, an estimated 250,000 cubic yards of sand has been deposited in the Harbor, the same sand that should have continued to replenish the coast to the south. At the same time, beach erosion accelerated from inches to several feet per year to the south of the Harbor. This significant, rapid erosion and beach loss have threatened sandy beach habitat, greatly diminished opportunities for public recreation, and continues to put beaches, roadways, bike paths, and structures at risk.

The need for a project to mitigate these issues has been identified for decades and now the Harbor District has strong support for such a project from the community, Monterey Bay National Marine Sanctuary, Greater Farallones National Marine Sanctuary, and others. The Coastal Regional Sediment Management Plan for the Santa Cruz Littoral Cell recommended Surfer's Beach as a site for beach replenishment. However, while there is widespread support for a Pilot Project, there is currently no funding available to plan for and implement this project.

Background

A Performance-based Compensation Agreement (PBCA) could establish a framework for the coordination and alignment of resources to support the San Mateo County Harbor District in

conducting a sand replenishment pilot project at Surfer's Beach (Pilot). An agreement like this could be the basis for improving beach sand replenishment, maintenance, and access.

The Harbor District could enter into an agreement with a consultant with the goal to successfully secure grant money as a funding source for planning, permitting, and implementation of the San Mateo County Harbor District's Surfer's Beach pilot project. The consultant would have no expectations of compensation unless grant money for beach replenishment is successfully secured. After funding has been secured the consultant will be reimbursed at an hourly rate of \$100, but not exceeding the amount of the grant.

Proposed scope of work

The consultant will apply for and receive grant(s) or other sources of funding to finance this pilot project. The grant(s) will pay for all consulting efforts made by consultant, including coordinating the environmental review and permitting process, project planning and engineering, and the implementation and monitoring phase of sand replenishment at Surfer's Beach. The consultant will also address key partnering efforts that impact the collective ability to plan for, permit, and complete such a project successfully. This effort will require extensive communication and coordination with all involved local, state, and federal agencies, participation in San Mateo County Harbor District Beach Replenishment Committee meetings, and brief quarterly progress updates with an anticipated timeline.

The agencies and jurisdictions that would need to be engaged in review and permitting of this project include: NOAA's Monterey Bay National Marine Sanctuary and National Marine Fisheries Service, US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Minerals Management Service, California Coastal Commission, California State Lands Commission, California Department of Fish and Wildlife, State Water Resources Control Board, Regional Water Quality Control Board, and Air Pollution Control District.

Other organizations and stakeholders that would be engaged as part of this process include County of San Mateo, City of Half Moon Bay, Caltrans, etc. A complete list of agencies and stakeholders involved would be submitted with the performance-based compensation agreement.

Fiscal Impact

Staff time to complete agreement/contract.

Brief introduction of interested consultant

Brad Damitz (DBA Damitz, Bradley Scott) is a coastal management consultant based out of San Rafael, CA.

869 Estancia Way

San Rafael, CA 94903

415-259-5766

brad.damitz@me.com

Brad Damitz has more than fifteen years of experience working on environmental policy issues for the National Oceanic and Atmospheric Administration's Monterey Bay and Gulf of the Farallones National Marine Sanctuaries. Brad now works as an independent marine and coastal policy consultant. His specialty is developing and implementing collaborative plans, guidelines, and policies addressing a variety of natural resource protection issues, including coastal erosion and sea level rise, vessel management, clean boating/marinas, desalination, cruise ship discharges, water resources planning, and other emerging issues. Brad also gained extensive permitting and regulatory experience, while serving as Permit Coordinator for GFNMS and Environmental Policy Specialist for MBNMS; in these roles, he collaborated with numerous federal, state and local agencies on a variety of issues. Brad recently worked on the Coastal Regional Sediment Management Plan for the Santa Cruz Littoral Cell (Moss Landing to Pillar Point) where he coordinated the public outreach process for the development of the plan and was responsible for the sections of the plan addressing regulatory and permitting considerations and implementation planning and governance structure development. Mr. Damitz holds a Master's Degree in International Environmental Policy from the Monterey Institute of International Studies, and a Bachelor's Degree in Psychology from the University of Rhode Island.

Project Example 1: Southern Monterey Bay Coastal Erosion Workgroup

Brad served as Project Manager and Coordinator of this collaborative effort between 2005 and 2012, through contracts with NOAA's Monterey Bay National Marine Sanctuary and the Monterey Bay Sanctuary Foundation.

This 20-member workgroup is made up of scientists, federal and state agencies, and local government representatives, conservation interests and other local experts. The workgroup was established to address the issues of coastal erosion and armoring and develop a regional planning approach in the Southern Monterey Bay region of California's central coast and to develop a proactive and comprehensive regional shoreline management and adaptation plan with selected site-specific and broader area-wide recommendations for responding to coastal erosion that minimize environmental and socioeconomic impacts to the maximum extent feasible.

While managing this project, Brad has worked closely with State of California, Association of Monterey Bay Area Governments, and local jurisdiction representatives in the development of the *Coastal Regional Sediment Management Plan for the Southern Monterey Bay*, this plan, developed as part of a pilot process for the State of California Coastal Sediment Management Workgroup, is the first of its kind to be completed and will serve as an example for many more Coastal RSM Plans throughout California. Other key studies overseen for this project include an *Alternatives Study*, which included an in-depth assessment and cost-benefit analysis of potential coastal erosion mitigation measures, and a *Sea Level Rise Vulnerability Study for the Monterey Bay Area*.

Project Example 2: Tomales Bay Vessel Management Plan Process.

Working for NOAA's Gulf of the Farallones National Marine Sanctuary (GFNMS), Brad has coordinated and served as lead facilitator for this comprehensive project effort since 2008. Brad was also the lead author of a Draft Vessel Management Plan and Environmental Assessment/Initial Study, which was finalized in the summer of 2012. Brad's role has been to develop and implement a collaborative vessel management and permitting program for Tomales Bay, including facilitation of a multi-stakeholder Working Group on Tomales Bay Vessel Management and an Interagency Committee of 11 state, federal and local agencies. It also involved the development of the Tomales Bay Mooring Program, initiated in August 2015, which provides a permitting process and resource protection criteria for private vessels on Tomales Bay. This process was a partnership between GFNMS (federal lead agency) and California State Lands Commission (state lead agency), so it was necessary to ensure compliance with both NEPA and CEQA policies and regulations.

Memorandum

TO: Harbor Commissioners

FROM: Belen Cruz & Marcia Schnapp



RE: Bills & Claims for Period Ending 9/16/15

Total Disbursements being submitted for your review: \$ 376,598.22

These include:

Handchecks in the amount of: \$ 275,501.38

Payables in the amount of: \$ 101,096.84

<u>Dept. Code</u>	<u>Description</u>		<u>Page Reference</u>
101	Harbor Commission	\$ 142,874.50	2
103	Administration	\$ 44,732.77	2
201	Pillar Point Harbor	\$ 49,306.69	2
301	Oyster Point Marina	\$ 55,763.01	2
	Payroll Related	\$ 83,921.25	2
	Total for Review	\$ 376,598.22	2

Notes:

Handchecks Written for:

Legal Items \$ 120,377.86

Utilities \$ 30,171.14

Invoices with Due Dates on or Before Board Meeting \$ 125,952.38

Total Handchecks Written \$ 275,501.38

BILLS CLAIMS FOR 9/16/15 BOARD MEETING

VENDOR	DESCRIPTION	AMOUNT	PAYROLL RELATED	HARBOR COM 101	ADMIN 103	PILLAR POINT 201	OYSTER POINT 301
ACQUITEMPS	SALARIES & WAGES - TEMPORARY	813.75			813.75		
ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	144.87					144.87
BAY AREA NEWS GROUP-EAST BAY	ADVERTISING EXPENSES	378.23			37.06	341.17	
BLUE RIBBON SUPPLY	JANITORIAL SUPPLIES	234.87					234.87
CALIFORNIA WATER SERVICE COMPANY	UTILITIES	64.96					64.96
FEDEX	CONTRACTUAL SERVICES	75.04		75.04			
HANSON BRIDGETT	LEGAL SERVICES	27,625.00		27,625.00			
BRENT H. IVES	GM SEARCH	5,612.75			5,612.75		
KONICA MINOLTA	EQUIPMENT LEASE	346.13			346.13		
KONICA MINOLTA BUSINESS	REPAIRS & MAINTENANCE	305.20			224.44	80.76	
NORTHERN CALIFORNIA COMPACTORS, INC	TRASH COMPACTOR	30,865.00					30,865.00
PACIFICA COMMUNITY TELEVISION, INC	CONFRENCES & MEETINGS	500.00		500.00			
PG&E	UTILITIES	252.34					252.34
RECOLOGY OF THE COST	GARBAGE SERVICES	8,377.88				8,377.88	
SOUTH SF SCAVENGER COMPANY	GARBAGE SERVICES	1,145.80					1,145.80
STAPLES	OFFICE SUPPLIES	67.75					67.75
TEAMSTERS LOCAL 856- H & W COBRA	HEALTH INS PREMIUMS - OCT COBRA	10,443.34	10,443.34				
U.S.BANK CAL-CARD	CAL-CARD EMPLOYEE PURCHASES	13,843.93			6,085.78	6,307.90	1,450.25
SUB-TOTAL OF PAYMENTS TO BE PROCESSED 9/16/15		101,096.84	10,443.34	28,200.04	13,119.91	15,107.71	34,225.84
AT & T LONG DISTANCE	TELEPHONE / COMMUNICATIONS	189.49				140.39	49.10
AT&T	TELEPHONE / COMMUNICATIONS	2,318.15			181.58	1,403.69	732.89
BLUE RIBBON SUPPLY	OPERATING SUPPLIES	407.57					407.57
KONICA MINOLTA	EQUIPMENT LEASES	760.36				760.36	
NAUTICAL SOFTWARE SOLUTION	REPAIRS & MAINTENANCE	1,125.00					1,125.00
UNITED SITE SERVICES, INC.	CONTRACTUAL SERVICES	3,967.30				3,967.30	
CALIFORNIA WATER SERVICE	UTILITIES	129.92					129.92
DEBORAH GLASSER	LABOR NEGOTIATOR	7,025.00			7,025.00		
JAMES CASTRO	CONTRACTUAL SERVICES	100.00					100.00
NEXTEL COMMUNICATIONS	TELEPHONE / COMMUNICATIONS	144.40					144.40
WORKING DIRT MANAGEMENT, INC.	OFFICE RENTS	7,000.00			7,000.00		
DAVID WYATT	REFUND DEPOSIT	185.15					185.15
ADP, LLC	PAYROLL PROCESSING	1,231.52		125.52	246.76	490.58	368.66
ALTERNATIVE SAFETY & TESTING	ADMINISTRATIVE EXPENSES	50.00				50.00	
ALX TECHNOLOGY	CONTRACTUAL SERVICES PROFESSIONAL	600.00					600.00
ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	255.52				98.24	157.28
AT & T LONG DISTANCE	TELEPHONE / COMMUNICATIONS	20.90					20.90
AT&T	TELEPHONE / COMMUNICATIONS	36.86				36.86	
AT&T	TELEPHONE / COMMUNICATIONS	85.00					85.00
KELLY BALAMUTH	REFUND DEPOSIT	307.31				307.31	
BAYGREEN MARINE SANITATION	CONTRACTUAL SERVICES	1,600.00				800.00	800.00
BLUE RIBBON SUPPLY	OPERATING SUPPLIES	1,385.84				1,385.84	
CALIFORNIA WATER SERVICE	UTILITIES	3,967.91					3,967.91
CALPERS SUPPLEMENTAL INCOME	PAYROLL DEDUCTION PAYABLE	4,993.00	4,993.00				
CALPERS	PAYROLL DEDUCTION PAYABLE	13,364.36	13,364.36				
COASTSIDE COUNTY WATER DIST	UTILITIES	8,880.68				8,880.68	
DON COATS	REPAIRS & MAINTENANCE	62.10				62.10	
COMCAST	TELEPHONE / COMMUNICATIONS	199.89			199.89		
DOODYCALLS, LLC	OPERATING SUPPLIES	499.65				499.65	
FEDEX	CONTRACTUAL SERVICES	154.61		121.08	33.53		
DEBORAH GLASSER	LABOR NEGOTIATOR	5,066.00			5,066.00		
GOPHER BUSTERS	CONTRACTUAL SERVICES	495.00				495.00	
GRAINGER	REPAIRS & MAINTENANCE	41.15				41.15	
GREENLEAF COMPACTION, INC.	GARBAGE SERVICES	1,001.46				1,001.46	
LIEBERT, CASSIDY & WHITMORE	LEGAL SERVICES	22,627.86		16,494.86	6,133.00		
MARINE LIEN SALE SERVICE	LIEN SALES	480.00					480.00
TOM MATTUSCH	REIMBURSE TRAVEL EXPENSES	183.00		183.00			
MISSION UNIFORM	UNIFORM SERVICES	365.52				365.52	
MOFFATT & NICHOL ENGINEERS INC.	ROMEO PIER STUDY/ RENOVATION	230.00				230.00	
PACIFIC FIRE SAFE	REPAIRS & MAINTENANCE	494.00				494.00	
PENINSULA PUMP & EQUIPMENT INC	REPAIRS & MAINTENANCE	637.50				637.50	
PG&E	UTILITIES	17,322.55			3,016.95	9,965.06	4,340.54
PITNEY BOWES, INC.	POSTAGE EXPENSES	5.00			5.00		
RECOLOGY OF THE COAST	GARBAGE SERVICES	304.02				304.02	
SAFETY KLEEN SYSTEMS INC.	REPAIRS & MAINTENANCE	349.26				349.26	
STAPLES ADVANTAGE	OFFICE RENTS	637.83			426.46	105.68	105.69
TEAMSTERS 856 H & W FUND COBRA	HEALTH INS PREMIUMS - SEPT COBRA	11,386.55	11,386.55				
VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTION PAYABLE	1,800.00	1,800.00				
VERIZON WIRELESS	TELEPHONE / COMMUNICATIONS	297.27			76.76	181.03	39.48
AT&T	TELEPHONE / COMMUNICATIONS	36.99					36.99
COASTSIDE NET	TELEPHONE / COMMUNICATIONS	399.00				399.00	
COMCAST	TELEPHONE / COMMUNICATIONS	1,172.69				747.30	425.39
HALF MOON BAY REVIEW	ADVERTISING EXPENSE	75.00			75.00		
HOROWITZ & RUBINOFF TRUST	LEGAL CLAIMS TRUST ACCOUNT	97,750.00		97,750.00			
MCCOY'S PATROL SERVICE	CONTRACTUAL SERVICES	7,235.30					7,235.30
OPERATING ENGINEERS LOCAL 3	UNION DUES	1,080.00	1,080.00				
OPERATING ENGINEERS TRUST	HEALTH INSURANCE PREMIUMS	31,044.00	31,044.00				
PITNEY BOWES	POSTAGE EXPENSES	568.64			568.64		
REGIONAL GOVERNMENT SERVICES	CONTRACTUAL TEMPORARY -GM & HR	1,558.29			1,558.29		
TEAMSTERS LOCAL 856- HEALTH & WELFARE FUND	HEALTH INSURANCE PREMIUMS	8,944.00	8,944.00				
TEAMSTERS UNION LOCAL 856	UNION DUES	866.00	866.00				
TOTAL HANDCHECKS		275,501.38	73,477.91	114,674.46	31,612.86	34,198.98	21,537.17
TOTAL BILLS & CLAIMS		376,598.22	83,921.25	142,874.50	44,732.77	49,306.69	55,763.01
			PAYROLL	COMM	ADMIN	PPH	OPM

LEGAL EXPENSES 2009-3/31/2015

<u>YEAR</u>	<u>Liebert, Cassidy & Whitmore</u>	<u>Aaronson, Dickerson, Cohn &</u>	<u>Richard, Watson & Gershon</u>	<u>Jay Resendez, Attorney at law</u>	<u>Wulfsberg Reeses Covlig</u>	<u>Amy Oppenheimer</u>	<u>Karen Kramer</u>	<u>Hanson, Bridgett LLP</u>	<u>Cox, Wooton, Lerner, Griffin</u>	<u>Cost Per Year</u>
2009	\$ 85,349.67	\$ 65,969.51	\$ 19,368.42	\$ -	\$ -	\$ -	\$ -			\$ 170,687.60
2010	\$ 39,345.37	\$ 40,158.14	\$ 4,662.00	\$ -	\$ -	\$ -	\$ -			\$ 84,165.51
2011	\$ 31,407.92	\$ 51,905.37	\$ 13,249.25	\$ -	\$ -	\$ -	\$ -			\$ 96,562.54
2012	\$ 7,157.99	\$ 118,980.12	\$ -	\$ 735.00	\$ -	\$ -	\$ -			\$ 126,873.11
2013	\$ 9,879.20	\$ 86,084.87	\$ -	\$ -	\$ 1,056.00	\$ -	\$ -			\$ 97,020.07
2014	\$ 110,930.35	\$ 56,172.80	\$ -	\$ -	\$ -	\$ 24,381.00	\$ 13,803.00	\$ 59,628.00	\$ 9,933.43	\$ 274,848.58
2015	\$ 28,199.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,851.29	\$ -	\$ 113,050.29
Cost Per Vendor	\$ 312,269.50	\$ 419,270.81	\$ 37,279.67	\$ 735.00	\$ 1,056.00	\$ 24,381.00	\$ 13,803.00	\$ 144,479.29	\$ 9,933.43	\$ 963,207.70

*No Billing from Margaret Kotzebue Received as of yet

Administration/Operations

Memo

To: Board of Harbor Commissioners
 From: Glenn Lazof, Interim General Manager
 Date: September 10, 2015; covering the period August 27- September 10, 2015
 Re: September 16, 2015 Activity Report

Administration

- Prioritization continues, we have spent much of this period focused on maintaining Finance functions with minimal presence by regular staff positions (See Personnel Below).

Meetings: Doing our best to be prepared for meetings of Commissioners and assist with meeting legal requirements has to take precedence over much of our work. Below is a list of planned public meetings where preparation, support, and/or attendance occurred during this period:

Board of Harbor Commissioners:

- Special Meeting of September 2, 2015
- Regular Meeting of September 2, 2015
- Regular Meeting of September 16, 2015

Finance Committee

- Tentative Scheduled and Cancellation Meeting for September 1, 2015, now planned for regular meeting time of September 24.

Fish Buyer Tenants Workshop September 15, 2015

- Noticed as a Special Meeting to comply with Brown Act, so that we are in compliance should more than two commissioners choose to attend.

Oyster Point Marina Liaison Committee:

- We are in touch with the City and have been given a tentative date for September 30. We need to confirm with committee members both here and with the city.

Other Board Mandated- Time Sensitive Activities

Legal Mandates/Issues:

- Public Records Act – 4 requests pending
- Teamster Health Insurance 3 – (see 1&2 below). They have noticed that they will terminate a covered dependent, for reasons unrelated to unrepresented status. Seems the issue is that COBRA requires this, but COBRA was only a convenience to permit continued coverage, as many of these employees have not had a true COBRA precipitating event.

Working environment, long term health of District: As an Interim General Manager one of my most important goals is to make as much progress as possible towards creating a work environment

that will support the recruitment and retention of a successor of the highest quality and professionalism.

- Preparing for transition to regular GM including handoff of projects, commission directives, and personnel, and legal matters as best I can.

These are tasks that can be described as completed: 2016-2021 Mavericks Permit

- Completed improved identification of permit area as mutually desired by District and Permittees
- Executed Permit
- Permit uploaded to District Web Site.

These are tasks where adequate progress was made during this period.

- Phondini agreement for development of social media plan should be executed the week of this meeting. The Commission had determined that these services needed to be expedited in the best interest of the District. The plan is to obtain proposals for a long term Social Media contract in 90-120 days, with Phondini providing service in the interim. Phondini, Bobbi Bennett (Transparency Officer), and Julie Sherman HB Legal specialist have been doing a great job for the district, but staff bandwidth hampered progress.
- Selected alarm and security services and equipment for the Administrative Offices. We are verifying that lowest cost provider meets prevailing wage requirements.
- Staff has been working on Social Media Policy to bring to the Commission for review and approval, planning on bringing it forward next regular meeting.
- 2015 Mavericks Surf Contest Conditions and Permits
 - Clarified with permittees that they should not rely on the District to report all necessary permits as the District has no authority or control over other agencies that may require Cartel/Mavericks obtain permits for the surf event. Of course we will still share information that we do receive with interested parties.
 - Interagency Event Planning meetings have begun.
 - IGM still did not have final permit to execute as of this report.
- Health Insurance 1 – We are looking for alternative coverage. (The Teamster Health and Welfare Trust dropped 12 individuals from the regular plan. The Trust had offered to maintain these individuals and families as if they were on COBRA continuation health coverage, for 18 months, or until the Teamsters elect to rescind the coverage.)
- Health Insurance 2 – The District has received and reviewed the formal agreement with this Health Plan and is working with Counsel to craft our initial protest letter. The “COBRA” payments were made for September, although paid on time, it was not paid soon enough to prevent the mailing of letters by the teamsters to the seven individuals covered by this program (This is the issue where the Teamsters Health Welfare Trust billed us for “retroactive Health Insurance Payments” going back as far as 2012, totaling nearly \$77,000, even though the district has always paid as billed).
- Reviews of routine financial and personnel documentation, prior to authorization
- All minutes are up to date, with the exception of those for the meeting of June 17, which are awaiting an attachment from a commissioner.
- Five Year Capital Improvement Plan (CIP) begun consolidating the interim list adopted August 19.
- Briefings on Labor Negotiations

These are items in which some progress was made, but not as much as we would like.

- Developing Public Financing RFP's for Financial Advisor
- Developing long term RFP for IT Services.
- Preparations to solicit proposals from potential Oyster Point Bait Shop Lessees have been forwarded for final legal review

These are items in which some progress was made, but far less than is required to limit exposures and forestall future issues:

- Approval of City of Menlo Park Successor Agency, Las Pulgas Project Area subordination request regarding payment of bonds to agency to agency tax share, in the event of inadequate tax increment. We have asked the amount of the additional tax revenue the district is expected to receive before signing off and continue to follow up as there has been no response. Even if we take no action the subordination will occur after September 18.
- Creation of a Summary document consolidating JPA agreement and the two amendments.
- Providing documents requested by Commissioner Brennan:
 - All Jan. and Feb. 2015 bills/invoices and all June 2012 bills/invoices as presented to the District Treasurer
 - Just under 300 documents with attachments, checks
 - 7% complete, estimated staff time to complete full task – 40 hours

These are tasks in which no progress was made

- Cost Accounting Enterprise and Public Purpose Activities-Staffing issue in Finance will delay, operational issues are primary at this time
- Working with Open Gov. to set up web site - Staffing issue in Finance will delay, operational issues are primary at this time.
- Letter to City of South San Francisco requesting reasonable period to prepare a thorough response to their concerns (although preference is that Liaison Group meets first).
- Mavericks Store Lease - end date is June 30.
- Review of Pillar Point restaurant lease regarding any requirement to conduct business in leased area.
- Updating District's Reserve Policies
- Developing Public Financing RFP's for Bond Counsel, and Underwriter/Placement Agent.
- Review of Fees and Charges for increased revenue coverage of District costs including consideration of proposing:
 - Fees/ permits for Large Truck Impact on Johnson Pier
 - Greater clarity between market rates fees and those limited by law to cost of service
 - Consistency between fees for similar services
 - Environmental Fee
- Moving to a "Paperless" environment
 - Investigating issuance of IPADs for Board Meeting Use
- Reviews and updates of all Policies and Procedures
 - Including New Policies and Procedures for District Treasurer

These are tasks which have been paused, either due to other priorities, and other reasons as described herein:

- **Previously Reported:**
 - Four responses received to the RFP legal services, prior to my appointment. Additional reasons for pause: complex pending and potential legal matters need to proceed with labor negotiations. It seems appropriate to wait to take this up after the successful recruitment of a new GM, permitting his or her participation in these important selections. The RFP may need to be redone if too much time has elapsed since these were submitted.
 - Completion of Office Move - Looking for a third party opinion to resolve the disagreement between staff and committee recommendation regarding the placement of the wall to maximize meeting space and protect confidential documents is at impasse as we have been unable to find a reasonably priced space planner willing to work us. This decision will be left for the new General Manager, who is likely as good an unbiased third party as anyone.

Personnel

- Beginning Sept 25, there will be no regular hire staff in the administrative office. Primary objective is to meet basic operating needs while taking as few steps as possible that would impair the new GM's ability restructure and select longer term staff. Therefore we are continuing to use temporary hires and a staffing firm.
- The Director of Finance voluntarily resigned effective September 4, 2015. The Interim Administrative Service Manager, who was formerly the District's Finance Director, is largely filling that role, requiring that some previous administrative duties assigned to her are further delegated, while other projects will become backlog.
- Deputy Secretary, Debbie Nixon, has given her notice as of the writing of this report. This will be her last meeting. Her last day will be September 25.
- We have one full vacancy due to a retirement and a temporary vacancy due to an employee health matter
- We continue to address ongoing matters requiring confidentiality pertaining to individual positions including one grievance from a represented employee.

Transparencies

- RFP for District Engineering, Design, and Permitting Services – One of the bottlenecks we face in moving projects forward is that we have several firms providing engineering, design, and permitting services for different projects. Some of these contracts have been repeatedly amended over a long span of time, (working on one which goes back to 2006), either for the same project or to amend for new projects. This is administratively inefficient and lacks transparency. Staff will be developing an RFP for a firm to act as District Engineer. The firm would only act on approved projects within the approved budget. This would allow us to do a clean procurement for all such services we require for a 3-5 year period and help remove one step of the process for new projects.

Commodore's Report

Sometimes less power is better, especially when it comes to electricity use at OPYC. The 36 lights in the dining room, which used to draw over 2,100 Watts of power, have now been replaced with low power LED lights that will draw less than 400 Watts. This change will definitely help reduce our electrical usage. Thanks to **Jeff Stevens, Michael Gonzalez, and Mike Chapman** for making this happen!

By now, all members should have received an invoice for the annual minimum spend. It is interesting to note that many country clubs have a quarterly minimum spend. Minimum spend is a great way to ensure organizations have additional operating capital to remain solvent. Although many members regularly spend much more than the minimum spend amount, there are other members who are out of the area and others who don't participate in club activities on a

regular basis. For these members, I would like to suggest that you designate your minimum spend to be deposited in the club's preservation fund where it will be used for club repairs and upgrades.

Most everyone agrees that our club's by-laws are out of date and need to be revised. In early August, I assembled a team of well respected club members to tackle the job of amending our by-laws. The proposed amendments to our by-laws were approved by the Board of Directors and ballots were sent to the voting general membership on August 26th. The proposed amendments clear up vague language in our by-laws and give the Board of Directors more authority to preserve the integrity of OPYC. I strongly urge a "Yes"



vote on the proposed amendments.

There has been interest by a number of Associate members in being allowed to upgrade to a Regular membership by paying the difference in fees, even though they do not currently own a boat. The club's by-laws are somewhat vague in this area, so I asked our Judge Advocate to make a ruling on this concept. The ruling from the Judge Advocate is that Regular members must own a vessel when applying for membership, including upgrading from Associate to Regular membership. This language is included in the proposed amendments to our by-laws.

Be safe on the water.



*Commodore
Ron Burns*

OPYC 50th Anniversary Burgee Goes to Victoria

At the request of Rear Commodore Sandi Gonzalez, **Steven Suen** took a 50th anniversary OPYC burgee with him when he and his wife, **Tina**, visited the Royal Victoria Yacht Club recently. Here they are in front of the club, and here's the burgee in the hands of Rosie Gibson in the RVYC office.



Ship's Store



There are a few items in the Ship's Store that have our new 50th anniversary burgee embroidered on them, and I will gladly take special orders.

All apparel in Oyster Point's Ship's store is 10% off on general membership meeting evenings!

*Janis Chapman,
Ship's Store*

That's Entertainment!

We all had a great time scooting our boots across the dance floor at the Spaghetti Western. I want to thank everyone who helped make the Spaghetti Western a success, and please forgive me if I forget anyone. **Tuti** and crew, **Cheryl, Janis, Maria, Linda, Dave, Ron,** and **Dayna**, without your help I would have had to work. I also want to thank my favorite cowboy for coming home early and dancing with me.


Our next shindig is on Sunday, September 27th. It's a Dog Patch/Oklahoma inspired luncheon. Ladies, I'm asking you to make a really special picnic lunch to auction off. We'll disguise all lunches under a box and then entice bidding with hints as to

what they'll be eating. Men, not only have you won a yummy lunch, but also the company of its creator. More details to follow.

October 31st is our Murder Mystery Dinner and Dance. Yep, there's going to be a murder at the club. Once again the plan is to go into the community and see if we can get non-members to come to our party. Who knows, maybe we'll get a new member or two.

Here's the hitch...the following weekend is the Installation Dinner. If you feel like this is too much "together" time or money, please let me know. I can proceed with the murder or give someone a reprieve based on your comments.

The holiday season is almost here, and that means rentals and rental income. Our rental contract asks all renters to be respectful to our members. I'm asking all members to extend the same courtesy and be respectful to our renters.

 **Anne Grindy,**
Entertainment Director

Mark your calendars!
September 27th – Sadie Hawkins Day Luncheon and Basket Auction

October 31st – There's going to be a murder at the club, so bring your best ghoul and be prepared to solve the mystery.

Oyster Point Dragons

Interested in learning more about dragon boating? It may be too late in the season to paddle, but it's not too late to join us for other fun.

Oyster Point Dragon's Fundraising Committee has been meeting virtually weekly for the last 6 months to assemble a fun evening with a live DJ, dancing, refreshments, and many incredible **desserts** for an End of Season – Sweet Celebration on Saturday, October 17, 2015 at the yacht club (OPYC).

Tickets are now available at the OPYC bar!

SAVE THE DATE
Oyster Point Dragons
~ End of Season Sweet Celebration ~

SATURDAY, Oct. 17th, 2015



LOCATION:
911 Marina Boulevard
So. San Francisco, CA 94080
Free Parking Available
TIME: 7PM – 11PM

TICKETS ~
PRE-SALE until Sept. 20th \$50
After Sept. 20th \$40

*Come join us and celebrate with
Dancing, Desserts, and Refreshments*

*For more details, contact OPDFRCcommittee@gmail.com
Like us on Facebook, www.facebook.com/oysterpointdragons*



**20TH KAISER PERMANENTE
SAN FRANCISCO
INTERNATIONAL
DRAGON BOAT FESTIVAL**

Saturday and Sunday Sept 19-20, 2015

Treasure Island, San Francisco

2016 Board of Directors Nominations

The following members have been nominated to serve on the OYPC Board of Directors for the 2015/2016 term.

Executive Staff

Commodore Kirby Combs
 Vice Commodore Sandi Gonzalez
 Rear Commodore Dave Parenti
 Staff Commodore Ron Burns

Directors

Entertainment Anne Grindy
 Race & Cruise Michael Gonzalez
 House Jeff Stevens
 Bar Bob Ramus
 Membership Steven Suen

Pursuant to the OYPC by-laws, at the September general membership meeting, additional candidates for the board may be nominated from the floor by voting members, provided that they have obtained the signatures of

at least seven (7) Regular, Life, or Family members in good standing who support the nomination of a candidate for a specific office.

This is a volunteer club, and we also have many staff positions to fill. If you are interested in supporting your club by volunteering for a staff position, please contact Vice Commodore Kirby Combs.



Cruise Out to South Beach YC

We had a good turnout for the cruise out to South Beach Yacht Club. Everyone took land transportation because there was no room for us at the dock, but that meant that Associate members felt welcome to join, and we had a great time. Present for dinner were Commodore Ron Burns and Cheryl Johnson, Bill and Karen Ferrera and Bill's dad, John and Marlene Prouty, John Forbes and Shirlee Smith, and George and Lelia Mazingo. (Photo to the left)

Cruising Schedule

These are scheduled cruise outs for the remainder of the year. Dates in **bold** are confirmed.

Sept. 5-7 Half Moon Bay YC
 Depends on weather

Oct. 24-25 Corinthian YC
Dress code: pants & shirt

Nov. 21-22 Coyote Point YC

If you are interested in joining us for a cruise out, please contact John Prouty.



8 Bells

Larry Draper heard from Dolly Cannon that her husband, Past Commodore Byron Cannon (1987), passed away on August 7th. There will be a gathering at San Joaquin Yacht Club sometime in September. The burial will be private.

Past Commodore Fred Humphrey (1982) pass away August 24th. Fred was predeceased by his wife, Sadie. They were very active in the club before moving to El Dorado County.

Vera Kocher, wife of Past Commodore Jim Kocher (1990), is in long-term care. She has been ill for quite some time. Vera was very instrumental and a strong leader of the "First Mates" at OYPC.

Deanna Tomei

'15 Wheelchair Regatta



ANNUAL PICYA MARGO BROWN WHEEL CHAIR REGATTA

September 26, 2015 at Encinal Yacht Club



PICYA is hosting its 19th Annual Wheelchair Regatta. This event provides veterans, many confined to wheelchairs, with a rare opportunity to experience a powerboat cruise on the Oakland Estuary and San Francisco Bay along the San Francisco City front.

The cruise is followed by a picnic luncheon and entertainment on the grounds of Encinal Yacht Club. Most of the honored guests are U.S. Veterans residing in Northern California Veterans' Homes and Hospitals. To make this event a success, powerboat skippers/owners are needed to host one or more guests aboard their vessels.

Volunteers from each of the PICYA member clubs will make this a most memorable day for the guests and for those donating their assistance as well. Many volunteers are also needed ashore to assist in welcoming, boarding, preparing and serving lunch, and entertainment. This event is not possible without donations of items needed for the event, as well as tax deductible cash donations to pay for the many items that aren't donated. To volunteer, please go to the PICYA website at picya.org/15-wheel-chair and follow the links there to sign up online or download the form and mail it in.

Pictures from the Spaghetti Western

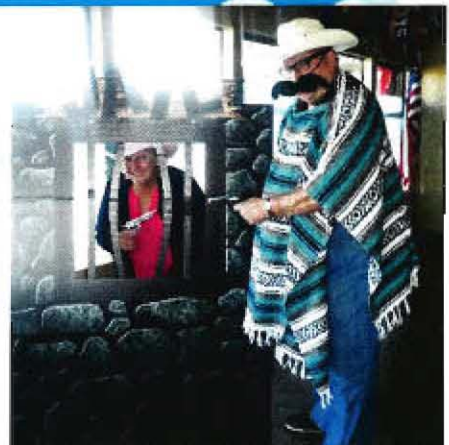
Lots of fun, lots of people, lots of great costumes!



Jallin' Janis Chapman



Indian Princess Jeannette Gregory



Awesome Entertainment Director Anne Grindy and her cowboy, Scott



OPYC member #1, John Tamburini, was there with a couple of generations of his family.



Upcoming Events Beyond the Club

South San Francisco Chamber of Commerce

OPYC is a member, and we're invited to these events:

Mixer & Tequila Tasting
Thursday, September 3rd
 5:00 p.m. to 7:00 p.m.
 La Nueva Perla Restaurant
 222 Lux Avenue
[Click here to register.](#)

Sunset Bay Cruise
 Sponsored by SF Ferry, California Life Sciences Association and the SSF Chamber of Commerce
Thursday, September 17
 5:00 p.m. to 7:00 p.m. Ferry departs promptly at 6:00 p.m.
 SSF Ferry Terminal
 911 Marina Blvd, SSF
[Click here to register.](#)



The Blue Angels are coming!

Friday, October 9th – Parade of Ships

Friday–Sunday, October 9-11th – Air Show

[Click here for details.](#)



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From the editor

Thanks to everyone who contributed to this month's *Dodger News*.

Photo credits this month go to Cheryl Johnson, Sandi Gonzalez, Ron Burns, and Anne Grindy.

The submission deadline for the October issue is September 25th. The editor needs a weekend to work on it.

Please send in your articles as early as possible. All submissions are subject to editing as needed.

House Work

Scenes from recent maintenance work at the club, starring Jeff Stevens and Michael Gonzalez



Disassembling the fan in the bar to clean above it



New disco ball above and its installation below



Oyster Point Yacht Club

911 Marina Boulevard
South San Francisco, CA 94080

Phone: (650) 873-5166
Fax: (650) 873-2833
Web site: www.opyc.com

Club Hours

Fridays 4 p.m. to 11 p.m.
Saturdays 12 noon to 11 p.m.
Sundays 10 a.m. to 8 p.m.

Monday–Thursday until 10 p.m. unless a sporting event runs later.

The club may close early any day if a minimum of 1 director or appointed officer plus 3 members are not present.



Officers

Commodore Ron Burns
Vice Commodore Kirby Combs
Rear Commodore Sandi Gonzalez
Staff Commodore Bill Ferrera

Directors

Bar Cheryl Johnson
House Jeff Stevens
Entertainment Anne Grindy
Race & Cruise John Prouty
Membership Shirlee Smith

Staff

Treasurer John Forbes
Secretary Deanna Tomei
Port Captain Michael Gonzalez
Power Captain Gary Karalius
Sail Fleet Captain Michael Gonzalez
Safety Officer
Sunshine Diane Lemke
Judge Advocate Arthur Park
Club Historian Jeanne Martin
Sergeant at Arms Ken Galbraith
Budget Chair Kirby Combs
Chaplin Janis Chapman
Publications Shirlee Smith
Ships Shore Janis Chapman



Calendars

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Janet Wong	3	4 Bill & Karen Ferrera* 6:30 Dinner 7:30 General Meeting	5
6	7 Frank Nisbett* Kurt & Judy Anslinger*	8 Dolly Cannon* Lynn Ewing Linda Parenti	9	10 Marty Hietala	11 6:30 Dinner	12
13	14	15	16	17 James Anchick	18 6:30 Dinner	19 George Yerby
20 Allan Diamond* Accordion Club Concert	21	22	23 Jeanette Cabalette*	24	25 6:30 Dinner	26 Wheelchair Regatta
27 Sadie Hawkins Day Luncheon	28 Ebony Boat Club Cruise In & Meatloaf Dinner	29 Ernie Filippo* Barry & Joyce Bignell	30 Terry Diamond*			

* indicates life member

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Lin Metz	2 Nancy Kaniuth 6:30 Dinner 7:30 General Meeting	3 Julie Lee
4 Jackie Davidson* Allan & Terry Diamond*	5 Tammy Keller Leon & Mara Milons*	6	7	8	9 6:30 Dinner	10 Lap Man Yam
11 Sandy Robinson*	12	13	14	15	16 6:30 Dinner	17 Steven & Tina Suen
18	19 Guy Garner*	20	21 Casey Cheng	22 John Tamburini* Jules Lloyd*	23 Jean Nisbett* 6:30 Dinner	24
25	26 Shirley Gourlay*	27 Wendell Lee	28 Scott Grindy Hoover Chan & Debra Liu	29	30 6:30 Dinner	31 Scott & Anne Grindy Murder Mystery Dinner/Dance





STAFF REPORT

TO: San Mateo County Harbor District Commissioners

VIA: Glenn Lazof, Interim General Manager

FROM: Marcia Schnapp, Interim Administrative Resources Manager

DATE: September 16, 2015

SUBJECT: General Report to Board

Staffing

In addition to the resignation of the General Manager at the end of last year, the resignation of the HR Manager at the end of March, the recent resignation of the Director of Finance, the announced retirement of the Accounts Payable specialist, the recently announced resignation of the Deputy Secretary of the Board, along with the long term leave of the Accountant, in short order there will be no permanent staff in the Administration office.

Finance Dept

With the resignation of the Director of Finance, the pending retirement of the Accounts Payable accounting specialist and the long-term leave of the Payroll accountant, Staff is doing its best to make sure the critical financial and accounting tasks of the District are completed; this includes predominantly payroll, accounts payable, mandatory compliance reporting to the state and federal agencies.

Temporary staff has been put in place but it will take time for these individuals to be trained adequately enough to work at a level to begin addressing the current tasks, not including any existing backlog that exists on any of the desks.

Items that still need to be addressed are:

Completion of the year-end close: need to finalize the fixed asset and depreciation input and schedules;
 California State Controller's Office (SCO) reporting for FY14-15 wages and financials;
 US Dept of Labor wage reporting;
 General Ledger re-design and implementation for public vs. enterprise accounting of revenues and expenses;
 OpenGov upload (requires a new GL (general ledger) that they can upload);
 Preparation for December 2015 \$1.4MM loan payment to DBW;
 DBW Loan Reconciliation;
 DBW Refinance;
 Updates to the Rates and Fees Schedules for both harbors.

The Administrative Services Manager, due to past experience with the Finance Department, has been asked to assist with the Finance and Accounting duties. However, fewer permanent staff resources means that there are fewer resources to address current day-to-day operations, much less any backlogs. Staff will be working with the Board to determine what projects they have tasked staff to do which are critical as opposed to those that can be postponed until current staffing shortages can be resolved.

Administrative Services Manager
General Report to Board
Harbor District Board Meeting
September 16, 2015
Page 2

Deputy Secretary/Administrative Assistant

The Deputy Secretary has given the District notice of her resignation. Her effective resignation date is mid-October. However due to available vacation/leave time, her last day in the office will be September 25th. The Deputy Secretary is actively training the current temporary administrative assistant to fill her position until the General Manager begins work and is available to have input into a permanent hire for the position.

Given the volume of turnover that the Administration unit is experiencing, Staff has once again hired a temporary Administrative Assistant to serve as back-up to the Temporary Administrative Assistant who will be assuming the more critical Deputy Secretary tasks.

Deputy Secretary Certified List

District has advertised for and received applications in order to create a certified list for the Deputy Secretary position. Once the General Manager has had time to acclimate themselves to the day-to-day workload of the District, Staff will schedule interviews with those that are selected from the recent advertisement for the both the Deputy Secretary position as well as the Certified List.

Deputy Harbormaster/Harbor Worker Certified Lists

The application period for these two harbor positions has closed. Staff will be working in conjunction with the Harbormaster to make a selection of the pool of applicants who applied who will be invited to go through the next step of a written and physical examination. This is tentatively scheduled to take place on Wednesday, September 23rd.

Accounting Technician

Staff advertised for this position earlier this year. With the notice of a vacancy due to retirement being received by the District, Staff will be scheduling an interview panel to complete this process to create the certified list for this position so that the District may immediately fill the position at the appropriate time.

RFPs

OPM Bait Shop Lease

Staff has sent the final draft of the Invitation to Bid to legal counsel. There is an item on the agenda to discuss the status of this item and some of the DBW statutory requirements for the bid process.

IT Services

The latter part of last week (September 10) Staff sent a final draft of the RFP for IT Services to legal for review and amendments. Legal has indicated they will review and return within the next week. Once that process is complete, Staff expects that RFP will be publicly noticed and posted shortly thereafter.

OPM Security Services (new)

RGS has been tasked with assisting Staff in developing an RFP for OPM Security Services once the PPH Public Hoist and IT Services RFPs have been completed, but in time to meet the November deadline for renewal.

Financial Advisory Firm RFP

Draft of the Financial Advisory Firm RFP has been completed; it is in the process of review and will be sent to legal for review shortly. It is scheduled to be released the end of September.

Bond/Tax Counsel Firm RFP

Still pending; not started.

Administrative Services Manager
General Report to Board
Harbor District Board Meeting
September 16, 2015
Page 3

Web Services

Staff has been put on a waitlist for website design and implementation. Staff still anticipates needing an outside consultant for more complex web maintenance issues. However Staff anticipates that the simpler tasks of posting items to the website may continue to be done in-house.

Insurance

Insurance RFP is scheduled to be released in January 2016.

District Policies

Staff is working closely with consultants to update District policies, including developing policies regarding communication and social media.

Memo

To: Board of Harbor Commissioners
From: Scott Grindy, Harbor Master
CC: Glenn Lazof, Interim General Manager
Date: September 8, 2015

Oyster Point Marina/Park

Construction Update & General Status Updates

- New Trash Compactor installation was on Sept. 3.
- HM preparing bid for annual electrical inspection to be performed in winter for best load factor review.

OPM Miscellaneous

- Staff working on vessel inspections to meet tenant requirements of which include updated insurance information.
- Working with staff & tenants on vessels that are pending lien actions.
- HM and AHM working through staff evaluations.
- OPM Staff and SSF Fire plus other related agencies had waterborne training on site at OPM. This is support of a major waterborne accident such as a jet plane in a water landing. Tyler Finch and James Smith assisted with the rescue/ swimmer training using SMCHD Patrol Vessel 'Challenger'. The rescue swimmers swam from our guest dock to the launch ramp. They also swam from the fishing pier to our launch ramp. The Oyster Point Patrol vessel was used to control boat traffic and secure a safe zone in the fairway. In addition, the vessel was used as a platform for rescue swimmers to board and simulate rescue scenarios. Exercises included a 500 meter swim, combative victim rescues, and proper ways to securely transfer a victim onto a boat. The participants included are as follows; South San Francisco Fire, City of Oakland Fire, Alameda County Fire, San Mateo County Fire, SMCHD, and San Mateo County Sherriff. SMCHD patrol vessel 'Challenger' and staff were praised by other agencies for outstanding performance and superior knowledge of the Bay.
- Staff is seeing a few boats moving from Redwood City area marina's to OPM for various reasons. Lots of compliments to our staff, and availability of larger slips.
- OPM staff will be at a SSF event providing marketing of the OPM and PPH marina locations on Sept 23.
- New Directional Signs to OPM and the Ferry are now being installed around the Hwy 101 corridor. The signs are bold and much larger which will be a great help to the Oyster Point Marina/Park location wayfinding efforts. Work is being performed by South San Francisco Engineering Department.

OPM –Continued

- A 10k run that passed through OPM on Sept 5.
http://dserunners.com/ai/lec_event/oyster-point-10k-2015/?instance_id=543
- HM and OPM staff (James Smith) member attended the county Sea Level Rise Vulnerability Assessment Technical Working Group Meeting on August 31, 2015. Next meeting date TBD for later this year.

Pillar Point Harbor

Construction Update & General Status Updates

- HM working with Moffat/Nichols and submitting documents for permits and related actions for the activity of Romeo Pier.
- Public Hoist, Contract Documents submitted to contractor for signature 9/3/2015, returned 9/4/2015, with insurance documents back 9/9/2015 and Notice to Proceed sent 9/9/2015.
- Fire hydrant that was near the harbor office and hit by a semi-truck backing up should be repaired by contractor, inspected by fire marshal and handled via the vehicles insurance coverage. Repair requires a full fires system shut down.
- HM working with GHD on pier coating failure. (See photos attached). On Sept 3, 2015 a conference call with engineering firm GHD, general contractor Valentine Corp. and the product representative from Sika. The original project in 2013 stripped the original coating and replaced with new as the lower cost option to full concrete resurface work of an approximate 3 inch layer of new concrete. The status is as follows from that discussion:
 - A. The project warranty expired at the end of 1 year as the project was completed mid-2013.
 - B. Sika Product did not fail, the underlying concrete substrate of the deck has and is continuing to fail from salt water, age and load bearing.
 - C. Temporary solution will be that Sika will provide a patch material to be used and installed by staff. This requires preparation work and a short curing time to patch the areas.
 - D. Continued heavy loads on the deck surfaces with hard tire versus pneumatic tire fork lifts is problematic to the surface. Hard tires on fork lifts versus pneumatic, force a higher pounds per square foot load on the deck. It is the recommendation that hard tire fork lifts be prohibited from use on the Johnson pier as soon as practical.
 - E. Staff will begin soon developing a CAPEX for the CIP work to be completed in the fall of 2016 using potentially a polymer polyester concrete mix as a surface repair. This type of concrete material is used by CALTRANS on freeway repairs where bridge and concrete structural failure has/is occurring. Additionally, inspections will soon begin for determining if the concrete plank surfaces have additional failure from the underside of the pier areas. There is high probability that areas of splash zone may have also begun to fail and/or to have rebar failure areas from under the deck. Cost range for the top side of the work could range from \$125,000 to \$150,000 and this is not counting underside failure work costs and or design.
- Coastal Commission has provided the SMCHD an Emergency Coastal Development Permit that expires July 28, 2016. The GHD additional work for project bid and completion is a separate agenda item.
- HM preparing bid for Fish Buyers building roof which is now in need of repairs.
- HM preparing bid for annual electrical inspection to be performed in winter for best load factor review.

PPH Miscellaneous

- The Radon Search and Rescue vessel is again down with additional engine problems. The vessel has been taken out of service for diagnostics and emergency repairs on Sept 8, 2015.
- Planning discussions continue with organizers of Fish and Fleet event.
- Public Meeting on Fish Fee's and Commercial Fisherman preparing actions for working.
- Fuel Dock gas line failure. As many are already aware, the flexible gas line that feeds gasoline from the Johnson Pier to the fuel dock failed at the metal fitting Thursday Sept 3 in the late afternoon. KN Property staff and Harbor staff responded and assisted with containment. The valves were automatically closed however the flex line lost about 15 gallons of gas due to the gravity feed and angle of the fuel line. It was presumed that the recent night time visits of 10 plus sea lions to the fuel dock may have caused the line failure, noting the flex line was only about 2 months old. Diesel fueling was allowed to resume at about noon Friday 9/4/15 and gas continued to be shut off till parts arrived the following week. Inspections and testing's to again occur once the new flex line would be installed, prior full gas fueling operation could again occur.(see photo) Notifications to boaters and incoming yacht club event attendees were also notified of the closure. *At the time of this report being written, it was expected that mid-week of Sept. 9th the gas line and inspections would be completed and open again for service.*
- HM and AHM working through staff evaluations.
- Boat Ramp Pay Station is out of order and due to age will require replacement. Staff is preparing documents for proposals and bids.
- 15 year old boat ramp pay station machine has failed. HM and staff are working to specify a new unit for urgent purchase.
- GRANT AWARD NOTICE AND AGREEMENT INSTRUCTION LETTER
As the board may recall, annually staff submit for funds to the state for removal of sunken and abandoned type boats. We were just notified that we again have received funding for this 2015/16 calendar year period in the amount of \$169,200. There still is an amount of paperwork to process to finalize.
FY 2015/2016 Surrendered and Abandoned Vessel Exchange (SAVE)
Grant Agreement Number: C15S0615
Grant Amount: \$169,200.00
Grant Term: October 1, 2015 through September 30, 2017
Fully Executed Date: To be Advised*

Occupancy Overview (August/September)

PPH

- Total occupancy (inner harbor) –95% (this includes slips, end ties and walk way)
- Berth occupancy (inner Harbor)- 95% (351 slips out of 369 are occupied)
- Moorings (Outer Harbor) – 18% (7out of 38 moorings occupied)

OPM

- Total Berth Occupancy 66% (284 out of 428 are occupied)
- LAB count 42 LTT count 11

Calendar Reminder Items of District Events and Activities

- September 15th, Fish Buyer Workshop at 6:30pm Sea Crest School
- **September 19th**, Coastal Clean Up Day, event starts at HMB Yacht Club at 9am ends at Noon. Many thanks to Celine Gerakin, Carliane Johnson, and Suzanne Walker for their efforts on this event.
- **September 26**, Sustainable Seafood Saturday @ College of San Mateo, 10 am to 1pm
- **September 27 @ PPH** “Fish & Fleet” Event, 10am to 4pm
- **October 29-November 9**, Lady Washington Returns to PPH
- **December 5th** for OPM Decorated Boat & Holiday Tree Lighting.
- **December 12th** PPH “Holiday Boat Lighting” Event
- **January 30-February 6** “Crab Week” at PPH Areas
- **(Date TBD)** Blessing of the Fishing Fleet 2016

EMS-Clean Marina Activities-District Wide

- PPH/OPM-Vessel annual inspections and new vessel inspections on going. Tenants contacted regarding proof of insurance and sea worthiness activities.
- BayGreen Pump out Service PPH 14 provided by district program. 27 services provided by tenant request separate from district program.
- BayGreen Pump out Service OPM 14 provided by district program. 25 services provided by tenant request separate from district program.
- PPH/OPM pumpout stations fully functional, PPH bilge water pump being replaced.

**SAN MATEO COUNTY HARBOR DISTRICT
INCIDENT REPORT**

Date 9/3/2015


To: Harbormaster Grindy

From: DHM Walding

DESCRIPTION OF VESSEL OR VEHICLE INVOLVED

Name of Vessel		License or Identification		Make/Model	
Destiny		1118897			
Year	Propulsion	Gross Tonnage	Hull Material	Length	Draft
			fiberglass	46	6
Radio/Radar/Navigational Aids				Persons on Board	
Operator Name		Phone	Address		
Registered Owner		Phone	Address		
Jason Fox		650-743-1016	570 El Camino Rd. Redwood City CA 94063		

DESCRIPTION OF INCIDENT

Date of Occurrence		Location of Occurrence, Related to Fixed Objects			
9/3/2015		Fuel Dock			
Witness		Phone	Address		
N/A					
Time	Wind	Visibility		Sea	Swell
16:40hrs	15-20 kts NW	Clear		NA	NA
Vessel Operator Information			On scene Weather		
Type or Nature of Incident			Operation Engaged In at Time of Incident		
Fuel Release			Office Coverage		
Physical Damage Sustained, Brief Description			Additional Actions		
<p>At aprox. 16:40hrs Jason Fox owner of the vessel Destiny was completing vessel check in paperwork and reported to DHM Arrington that while on fuel dock he witnessed one of the fuel lines leaking fuel into the water. DHM Draper had contacted NRC, Fish and Wildlife and USCG. At aprox 16:45hrs I arrived on scene at fuel dock and found fuel dock attendants using buckets to catch fuel which was leaking from fuel line. I confirmed with the attendant that all valves from tanks had been secured. I then placed a secondary containment boom around leak and awaited Fish and Wildlife to arrive on scene. Fish and Wildlife arrived on scene at aprox. 17:20HRS and the fuel attendants were able to stop leak and plug. From the fuel printouts at beginning of the day and after release minus the fuel sold that day it was deduced that aprox 15 gallons were released into the water which evaporated fast due to the windy condition. No further action.</p>					
Billed for Service	YES	NO	Signed		Reviewed by
	<input checked="" type="checkbox"/>				





Debbie Nixon

From: no-reply@baygreen.net
Sent: Monday, September 07, 2015 6:00 AM
To: accounting@baygreen.com; Scott Grindy; Michelle Reloba; Katherine Fogarty
Subject: BayGreen Registered Liveboards: SMCHD Oyster Point Marina (Weekly Check)

BayGreen Registered Liveboards: SMCHD Oyster Point Marina (Weekly Check)

	Customer name	Vessel Names	Dock And Slips	Customer type name
1	ANDREWS Eric and Bettina	PASSION	11#022	Bi- Weekly
2	BONGIORNO Gian	VIDA MIA	14#033	Bi- Weekly
3	BYNUM Alan	OAXACA MISS TIFFANY	13#024 13#022	Bi- Weekly
4	CASSERLY James	KOOKABURRA	11#036	Bi- Weekly
5	FINTA Donel	SUZANNE	5#032	Monthly
6	FREZZA Joe	SEASCAPE	14#037	Bi- Weekly
7	GRINDY Scott	HMS BEAGLE 2	11#end	Bi- Weekly
8	LACHENMYER	SEA CLOUD	12#013	On Call

	Mike (PREPAY)			
9	LANCASTER Cory	KIZMUIT	12#026	On Call
10	LOPEZ Ruben	CRESENDO!	3#010	Monthly
11	MAXCY Dickson	REDOUBT	12#042	Monthly
12	McKENNA Vul	LEE WAY	6#009	Monthly
13	SIVER Kevin	CENTURION	13#038	Monthly
14	STRONG William	BITCH	3#026	Monthly

Fair Winds!
The BayGreen Team
415-621-1393

Debbie Nixon

From: no-reply@baygreen.net
Sent: Monday, September 07, 2015 6:00 AM
To: accounting@baygreen.com; Scott Grindy; Michelle Reloba; Katherine Fogarty
Subject: BayGreen Registered Liveboards: SMCHD Pillar Point Marina (Weekly Check)

BayGreen Registered Liveboards: SMCHD Pillar Point Marina (Weekly Check)

	Customer name	Vessel Names	Dock And Slips	Customer type name
1	ANDREWS Herrick	SEAFREE	C-034	On Call
2	CHAVEZ Bryan	ON Y VA	H-025	On Call
3	De CRISTOFORO R.J.	BELLA LUNA	C-033	Bi- Weekly
4	ESPY Richard	BELBIT	C-002	On Call
5	GERAKIN Zeno	VITRUM	C-037	Every 4 Weeks
6	HAFKER Dagny	WALKABOUT	B-039	Every 4 Weeks
7	HARRISON Mark	WALKABOUT	B-020	Every 4 Weeks
8	IONES Derek	ILINO	C-011	Ri-

				Weekly
9	MATEYKA Jackie	OUR GRAND PLAN	C-039	Bi- Weekly
10	MONNEY Leo	AMALIA	C-017	Bi- Weekly
11	MORAIS Thomas	TERRAPIN	C-013	Bi- Weekly
12	NAYFACK Nick	ANTARES	B-028	Every 4 Weeks
13	PECSVARADI Susan	NO NAME	C-024	Out of Service
14	POUNDERS William	MANANA II	B-036	Bi- Weekly
15	SANDSTROM Eric	NO NAME	B-017	Bi- Weekly
16	SCHUMAN Cara	KAIROS	A-040	Every 4 Weeks
17	SKELTON Chad	BY GEORGE	B-001 (recreational side)	Bi- Weekly
18	TRAUTWEIN Ann	REDEMPTION	B-026	Bi- Weekly
19	WEISS Steven	BESO DEL MAR	C-015	Bi- Weekly

Fair Winds!
The BayGreen Team
415-621-1393

Scott Grindy

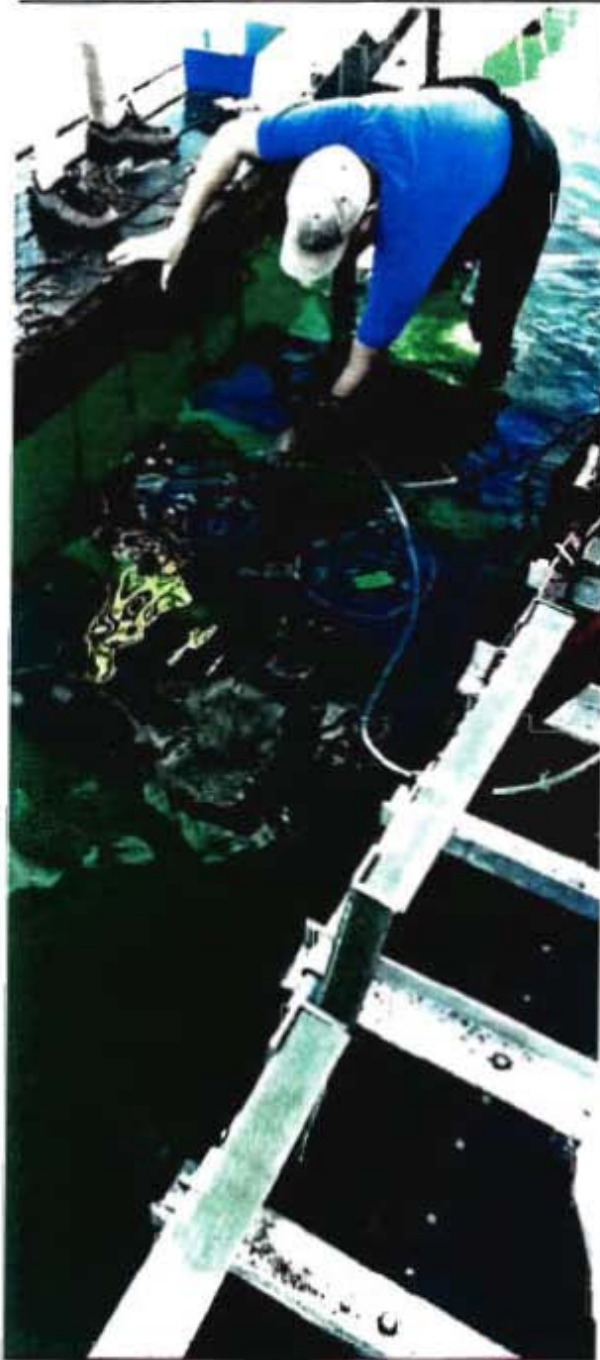
From: BayGreen Team <admin@baygreen.com>
Sent: Tuesday, September 01, 2015 5:09 PM
To: Scott Grindy; Katherine Fogarty; Michelle Reloba
Cc: Dan Augustine
Subject: BayGreen Monthly Report: SMCHD Summary Services

Pillar Point Marina:

- 14 LAB berther free services
 - Please see 9/1/15 email *BayGreen Monthly Report: Pillar Point Marina (LAB Free)* for full list and amounts.
- 27 overall services
 - Please see 9/1/15 email *BayGreen Monthly Report: Pillar Point (All Reporting Services)* for full list and amounts.
 - Please note this is for all LAB on the free monthly plan and only BayGreen clients who have opted to have their pumpout log records sent to the Harbormaster, other BayGreen services may have occurred outside of this report.
- Pumpout station
 - Volume moved: 15 seconds for 5 gallons
 - Vacuum test: Excellent
 - Suggested maintenance: None currently
- Tenant vessel issues (non-working systems, systems out of compliance, exploding tanks).
 - Waste spill of about 5 gallons, proper authorities were notified per our best management practices and San Mateo County Harbor District guidelines.

Oyster Point Marina:

- 14 LAB berther free services
 - Please see 9/1/15 email *BayGreen Monthly Report: Oyster Point Marina (LAB Free)* for full list and amounts.
- 25 overall services
 - Please see 9/1/15 email *BayGreen Monthly Report: Oyster Point (All Reporting Services)* for full list and amounts.
 - Please note this is for all LAB on the free monthly plan and only BayGreen clients who have opted to have their pumpout log records sent to the Harbormaster, other BayGreen services may have occurred outside of this report.
- Pumpout station
 - City maintained
- Tenant vessel issues (non-working systems, systems out of compliance, exploding tanks).
 - None currently



The Future of

Hull Fouling Management

in California

Contributing Authors:

April DaSilva and Nan Singhasemanon, California Department of Pesticide Regulation

Copper has been used to successfully control fouling on boat hulls for centuries. Recently, paint containing copper has been the product of choice to deter growth through the continuous release of copper ions. Joint research by the U.S. Navy, paint manufacturers, University of California, and California Department of Pesticide Regulation (DPR) has also shown that in-water hull cleaning activities with abrasive tools and techniques can cause a spike in copper leaching and release paint particles into the surrounding water. Today, copper is a widely recognized marina pollutant and its levels in some of the larger recreational boat marinas in California have the potential to effect sensitive marine life. In order to address high copper concentrations and their impact on aquatic environments, DPR set leach rate limits in 2014 for copper paints used on recreational boats.

DPR determined these rates (as directed by Assembly Bill 425, which was signed into law by Governor Brown in October 2011) by using computer models to predict the fate of copper in California marinas and considered factors such as marina size, docking period, and frequency of in-water hull cleaning. In the end, two product categories were created: (1) products with a lower leach rate that cannot be cleaned in the water more often than once a month; and (2) products with a higher leach rate that cannot be cleaned in the water at all. In the future, paint manufacturers will only be able to offer California boaters copper paints that fit in these two categories.

If you choose the low leaching copper paint option for your hull, you may need to reduce the frequency of in-water hull cleaning and rely on less abrasive practices to manage fouling. DPR scientists have estimated that if boaters in areas with heavy fouling pressures have divers clean their hulls no more frequently than once a month using soft-pile carpet (a best management practice that is being used by the California Professional Divers Association), significant reduction in copper loading can be achieved and at the same time, prolong the life of your paint. If you can get by with cleaning less often, no matter your current frequency, do so.

Continued on back page.

U.S. Navy SPAWAR and UC San Diego scientists collecting samples to measure leach rates from copper antifouling paint coated panels. In-water hull cleaning study, San Diego Bay, 2012.

Photo: Nan Singhasemanon, CDPR



The Future of Hull Fouling Management in California

If you are considering a new paint, a list of currently registered copper paints, categorized by their leach rate, is available on the [DPR website](#). This list should immediately aid you in choosing an appropriate low leaching copper paint for your boats (Note: your local boatyards or paint retailers may not carry some of these products). Although many low leaching copper paints are available, keep in mind that non-copper paints are becoming feasible substitutes. The [Port of San Diego's](#) website has resources to inform boaters of alternative non-copper paints, their associated costs and required maintenance. Future testing of new products should reveal even more alternatives.

With time, proper paint selection paired with proper cleaning practices will diminish the impact of copper on California's marinas. Remember - the choices you make today as individuals have very real future implications on our environment.



Copper antifouling paint coated panel that was recently cleaned underwater (three circular regions). In-water hull cleaning study, San Diego Bay, 2012

Photo: Nan Singhasemanon, C DPR

A California Clean Boating Network Publication presented by The Bay Foundation, Division of Boating And Waterways, California Coastal Commission, and the Delta Clean Boating Act Education Program and the Federal Clean Vessel Grant Act Program. Printed on recycled and post-consumer paper with soy inks.



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The Bay Foundation
 320 W. 4th Street, Suite 200
 Los Angeles, CA 90013



The Changing Tide newsletter is a great resource for you to get California's latest clean boating information. Help to reduce our carbon footprint and the amount of trash added to the waste stream by going paperless. To go paperless, contact Victoria Gambele at vgambele@santamonibay.org or 213-620-2271



California Coastal Cleanup Day is Saturday, September 19, 2015



ABOUT THE CLEANUP:

WHAT IS COASTAL CLEANUP DAY?

Every year, on the third Saturday in September, people join together at sites all over California to take part in the State's largest volunteer event, California Coastal Cleanup Day. In 2014, nearly 67,000 volunteers removed more than 1,190,000 pounds of trash and recyclables from California's beaches, lakes, and waterways. Families, friends, coworkers, scout troops, school groups, service clubs, and individuals come together to celebrate and share their appreciation of California's fabulous coast and waterways. The event is part of the international Coastal Cleanup, organized by the Ocean Conservancy, which is the largest volunteer event on the planet!

- [History and Past Cleanup Results](#)
- [California Coastal Cleanup Day 2015 Poster Art](#)
- [California Coastal Cleanup Day Photo Gallery](#)
- [Media Center](#)



WHY ARE BEACH CLEANUPS IMPORTANT?

Vast amounts of plastic debris litter the world's oceans causing all manner of harm, and most of this debris comes from land. Our beaches are collecting spots for trash from city streets and highways. Trash travels - via inland waterways, storm drains, sewers, and on the wind, and eventually ends up on the coast. If not removed, this debris will end up in the ocean. Beach cleanups are a last line of defense - to prevent debris from causing harm to our oceans, to wildlife, to our coastal economies, and even to beach-goers (ouch!). [Read more...](#)

CAN'T GET ENOUGH OF COASTAL CLEANUP DAY?

- Check out our COASTWEEKS Calendar! Coastweeks takes place in the three weeks following Coastal Cleanup Day. You can participate in nature walks, restoration efforts, workshops, and more! Just visit our COASTWEEKS page to find an event that's right for you.
- Find cleanups to participate in year-round!
- Pledge to keep your beach clean, and learn about other ways to live an eco-friendly lifestyle. Take the Coastal Stewardship Pledge!
- Learn about plastic pollution. Visit our Problem With Marine Debris webpage and check out our list of recommended marine debris videos (many streaming online and some available to borrow from us) that help explain why Coastal Cleanup Day is so important.



Scott Grindy

From: David Eblovi <david@caspiangroup.com>
Sent: Thursday, September 03, 2015 3:25 PM
To: Marcia Schnapp, Glenn Lazof
Cc: Scott Grindy
Subject: Pay Machine in PPH Boat Launch Area

Hi Scott,

I visited PPH again today to try to resolve a technical issue with the electronics in the Pay Station in the Boat Launch Area. This is the second time I have had to service the machine in a month, which isn't that unusual, but for the following reasons I believe it is imperative for the SMCHD to replace this machine as soon as practicable.

1. The machine itself is roughly 15 years old.
2. There is no support contract or actual trained support available for the machine.
3. The vendor doesn't get involved in troubleshooting issues- all they will do is send out a part- and bill the district accordingly.
4. It appears from the current symptoms that the main computer/processor power supply is faulty (this is a complete guess, but something in the main unit is clearly faulty.) thus troubleshooting and eventually resolving this issue probably isn't even possible as it is unlikely that these electronics are still available. Even if they are still available the hourly expense and effort to try to resolve the issue will be significant, and will not yield a long-term or return on investment.

For the reasons described above I strongly recommend that the HD replace this machine with a contemporary machine- which can be properly supported by the vendor, as soon as possible.

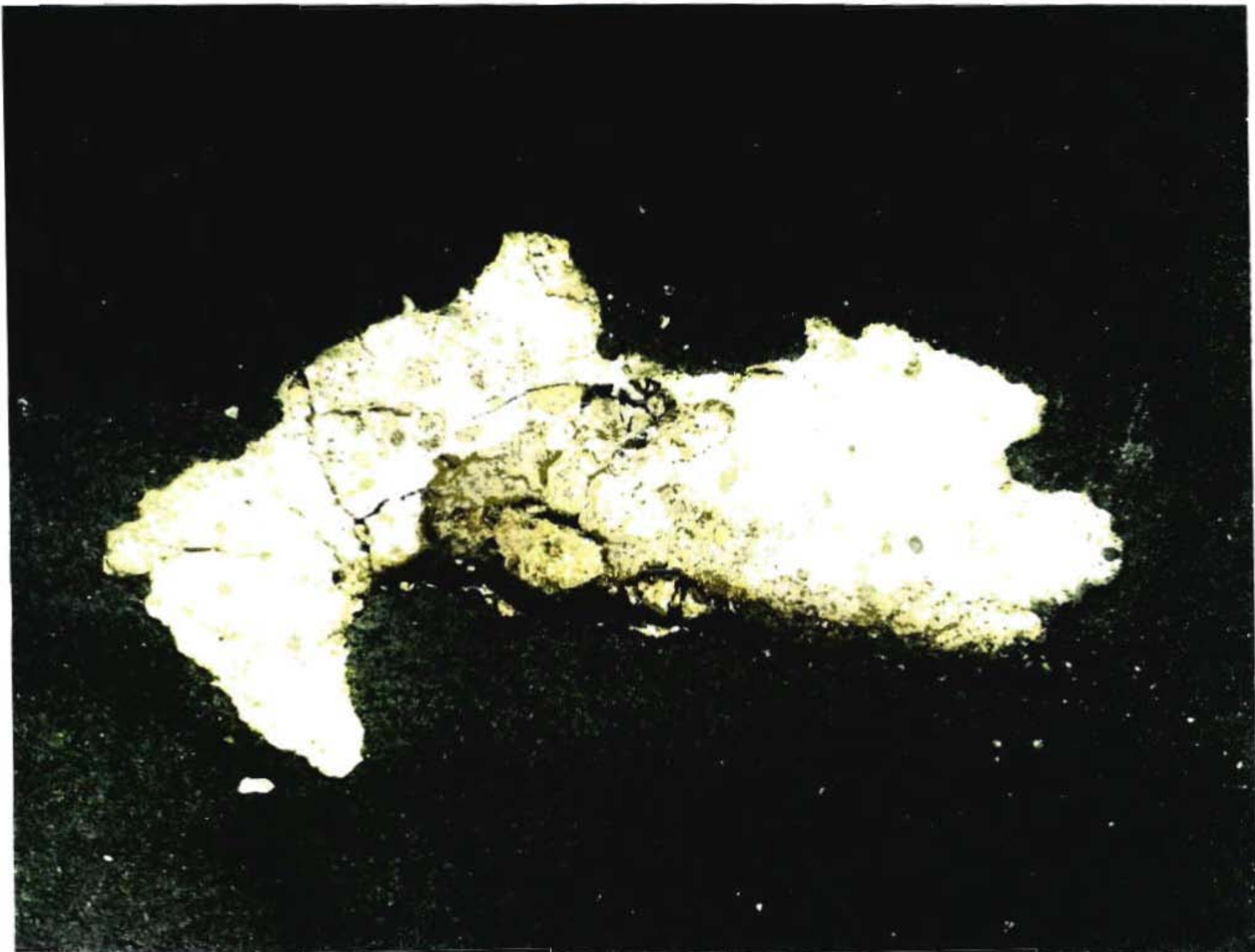
If you have any further questions, or need anything else on this issue please don't hesitate to let me know.

Many thanks,
dce

David Eblovi
Lead Project Manager
CASPIAN IT GROUP
david@caspiangroup.com
(408) 780-0900 Office
(650) 814-0037 Mobile
1326 White Oaks Road
Campbell, CA 95008

MMMMMMCD

Ego mos nunquam alieno, velut potissimum nostrum socius paganus iam have.





Scott Grindy

From: Hilary Papendick <HPapendick@smcgov.org>
Sent: Wednesday, August 26, 2015 10:05 PM
To: Hilary Papendick
Subject: Sea Change SMC - Technical Working Group Meeting on August 31
Attachments: FINAL TWG Meeting 1 Agenda.pdf

Hi all,

A reminder to please join us next Monday, August 31 for the first Technical Working Group meeting of the County of San Mateo Sea Level Rise Vulnerability Assessment. Please see attached agenda and below for more information about the meeting.

Please let me know if you can attend by this Friday, August 28th, and do not hesitate to let me know if you have any questions. Thank you to those of you who have already RSVP'd!

Thanks,
Hilary

[San Mateo County Sea Level Rise Vulnerability Assessment](#)

[View this email in your browser](#)



SEA CHANGE
SAN MATEO COUNTY



San Mateo County Sea Level Rise Vulnerability Assessment

Technical Working Group Meeting

Please join us for the first Technical Working Group meeting for the countywide Sea Level Rise Vulnerability Assessment.

The County of San Mateo has received grant funds from the California State Coastal Conservancy to conduct a countywide Sea Level Rise Vulnerability Assessment. The Sea Level Rise Vulnerability Assessment will evaluate the economic, environmental, and social impacts of sea level rise, with a focus on vulnerable assets. You have been selected to participate in the Technical Working

San Mateo County Office of Sustainability
400 County Center
Redwood City, CA 94063

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Hilary Papendick

Climate Resiliency Specialist

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hpapendick@smcgov.org
<http://seachangesmc.com>



COUNTY OF SAN MATEO



South San Francisco Ferry Service
Year 3

August 2015

**WATER EMERGENCY
TRANSPORTATION AUTHORITY**

- Project has two years of ramp up and must reach threshold farebox recovery by the third year

Service Type	Ferry	Rail	Bus
Peak Service	40%	35%	30%
All Day Service	30%	25%	20%
Owl Service	N/A	N/A	10%

- Services that do not meet above thresholds in Year 3 must complete a Corrective Action Plan and submit to MTC for approval
- Ferry services are evaluated as individual routes, and not part of a larger system or program of services

July 2012

- South San Francisco Ferry service begins

April 2013

- Ridership enhancement program
- Additional evening trip, adjustment to peak schedule
- Rider and Commuter surveys
- Midday service
- Marketing enhancements
- Increase of \$228,000 annual operating expense

November 2013

- Status report
- Followup surveys

May 2014

- Made permanent April 2013 schedule changes
- Employee Transportation Coordinator events

September 2014

- Fare program Adoption
- Increase fare by _%

October 2014

- Systemwide onboard passenger survey

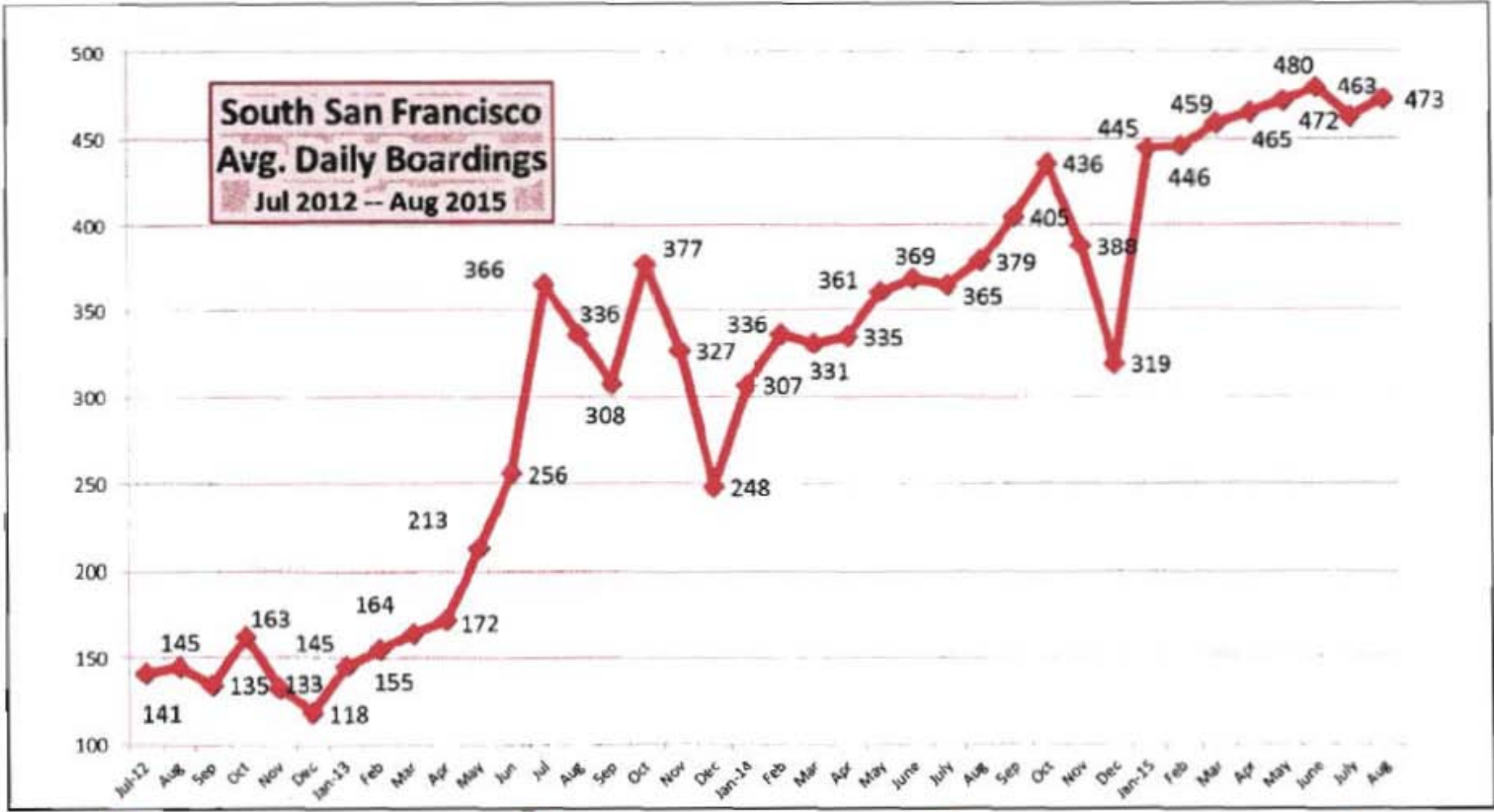
April 2015

- Summer schedule
- Modified evening departure
- June 2015 record: 485

September 2015

- MTC Corrective action plan

Average Daily Ridership, South San Francisco Ferry Service

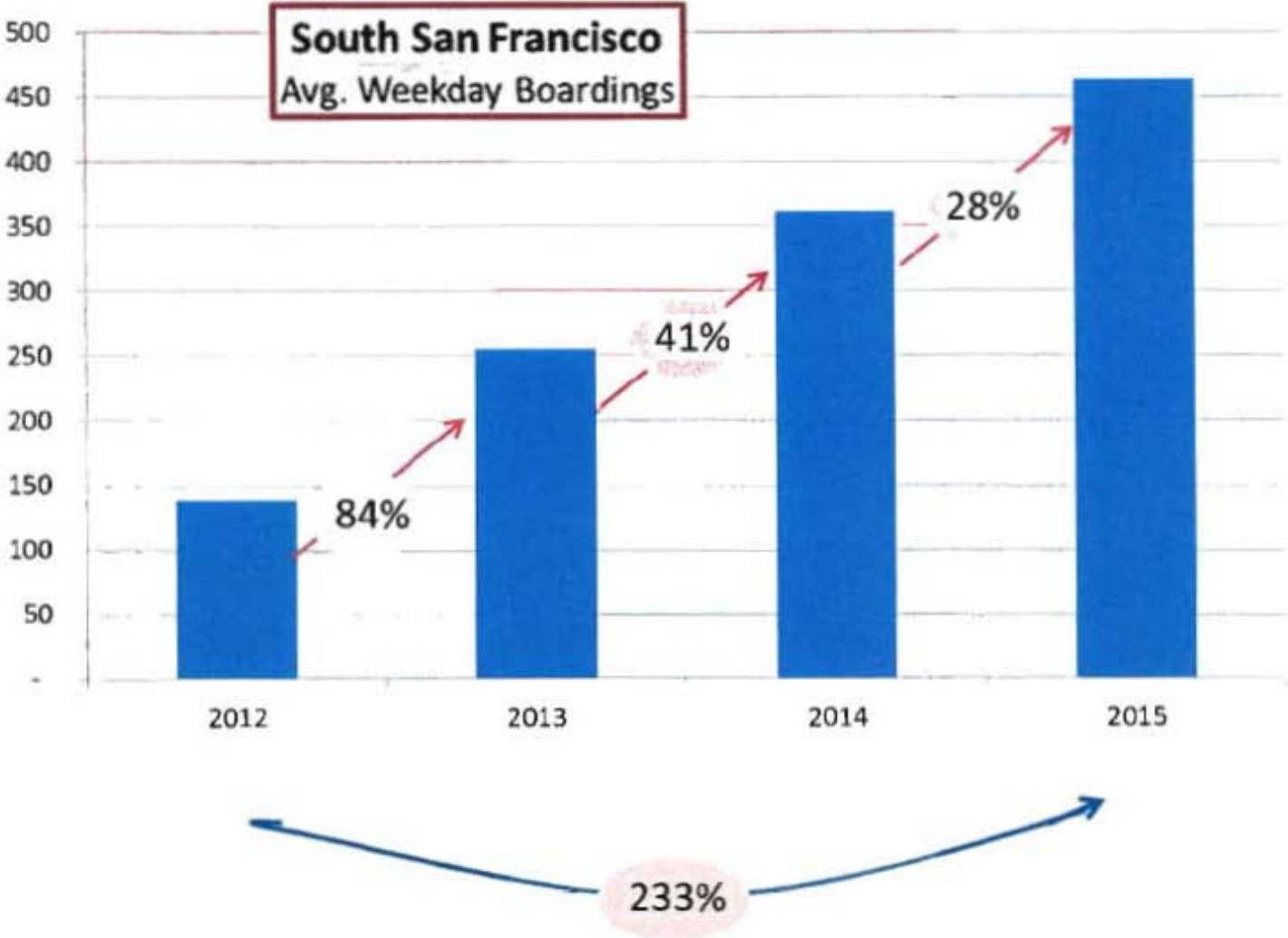


Year One: 161 daily boardings

Year Two: 333 daily boardings

Year Three: 468 daily boardings

Annual Average Daily Ridership, South San Francisco Ferry Service



Harbor Bay First 10 Years



Harbor Bay reaches 40% farebox recovery

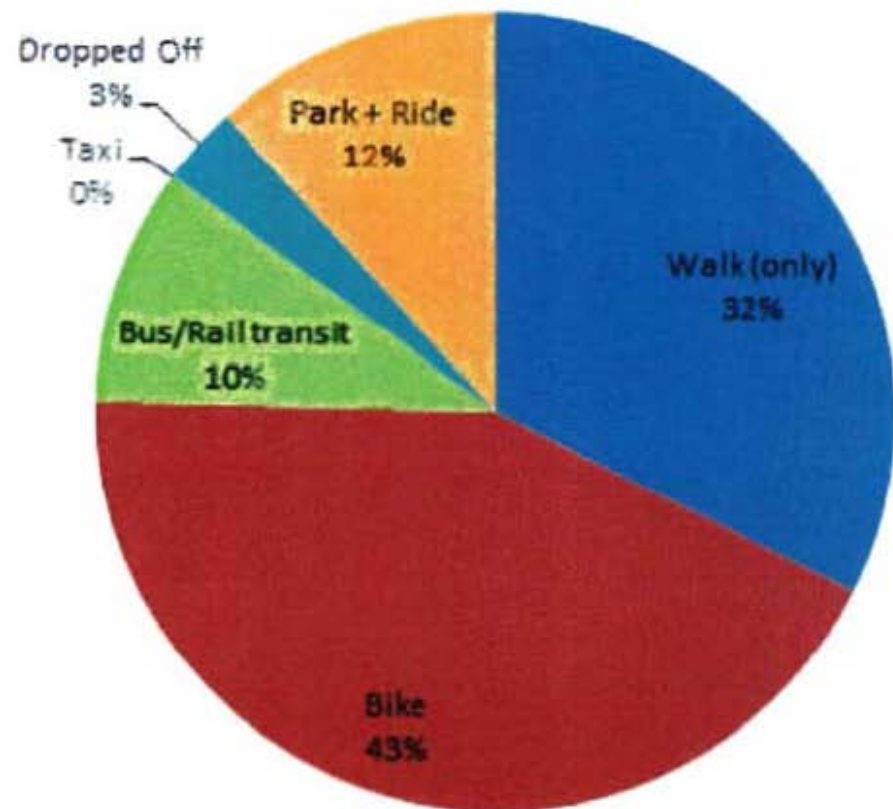
South San Francisco Rider Characteristics

- 89% of South San Francisco Ferry riders are either Very Satisfied (45%) or Satisfied (44%) with the ferry
- 56% are male
- 83% are between the ages of 25-54
- 25% have household incomes of \$200,000 or more
- Of the non-English speakers, 23% speak German

Mode of Access, AM Boardings

2014 WETA On-board Survey

South SF



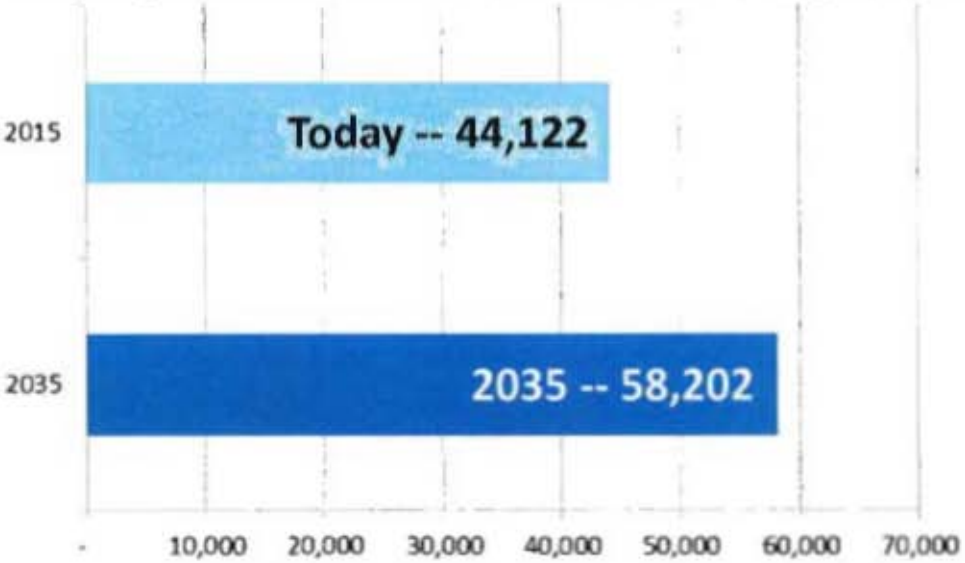
Upcoming South San Francisco Development

No.	Project Name	Open by...
1	Genentec	2015
2	Britannia	2016
3	Marriott F	2017
4	Terrabay	2017
5	213-221 East Grand Ave	December 2008, pending
6	494 Forbes Boulevz	ber 2012, nt
7	Britannia Modular I	ber 2012, nt
8	Gateway Business I	ry 2010, nt
9	850-900 Gateway P	ry 2010, nt
10	BioMed Realty	ed
11	Oyster Point Specif	2011, 20-nt

2.4 million square feet of Office/Commercial space anticipated by 2018 in Oyster Point

Source: City of South San Francisco

Employment within 1.5 miles of SSF Ferry Terminal

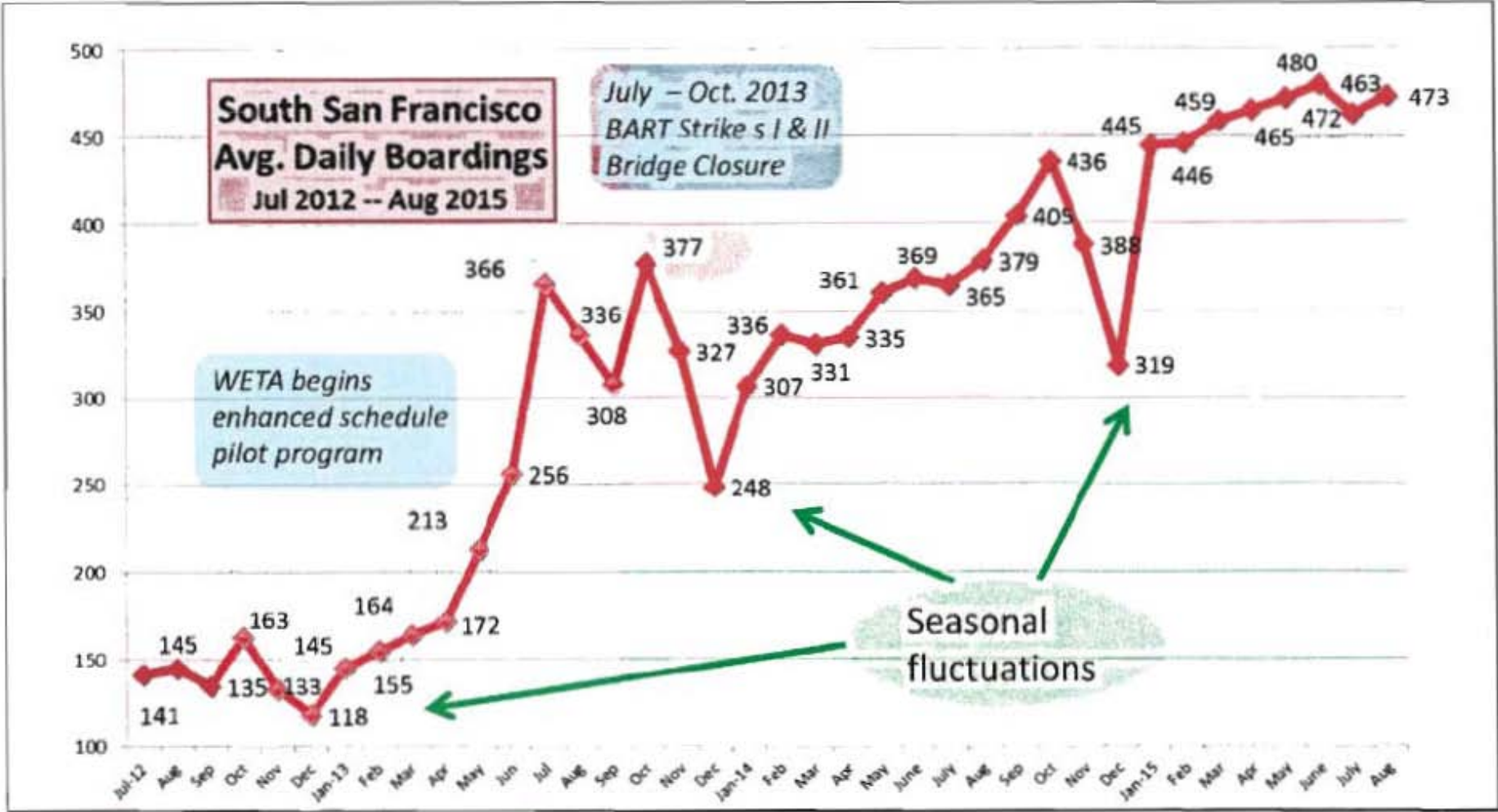


Source: ABAG

MTC Corrective Action Plan

1. Monitor and adjust service to maintain ridership growth
2. Continue outreach to South San Francisco employers
3. Encourage modification and expansion of connecting shuttle program
4. Continue midday excursion trips to San Francisco
5. Interline crews and vessels
6. Work with MTC to redefine Regional Measure 2 performance criteria for WETA Ferry Program

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