

**San Mateo County Harbor District  
Board of Harbor Commissioners  
*1<sup>st</sup> Amended Special Meeting Agenda***

**January 7, 2015  
6:00 p.m.**

**Sea Crest School, Think Tank, Room #19  
901 Arnold Way  
Half Moon Bay, Ca. 94019**

All Harbor District Commission meetings are recorded and televised on PCT and replayed the following Friday at 6:00 a.m. and the following Saturday at 7:00 a.m. Copies 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**

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

### **Staff**

Scott A. Grindy, Acting General Manager  
Debra Galarza, Director of Finance  
Marietta Harris, Human Resource Manager  
Charles White, Acting Harbor Master - OPM  
John Draper, Acting Harbor Master - PPH  
Steven Miller, District Counsel  
Debbie Nixon, Deputy Secretary

## **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 that is on the Agenda for this Special Meeting. 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, 400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080 or online at [www.smharbor.com](http://www.smharbor.com).

## New Business

- 1     **TITLE:**                             **Reorganization of Harbor Commission: Selection of Officers**  
       **REPORT:**                         Parravano, Memo, Attachments  
       **PROPOSED ACTION:**           To be determined

## 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calendar are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda.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.

- 2     **TITLE:**                             **Updated List of Signatures for the San Mateo County Harbor District's Accounts at the San Mateo County Treasurer's Office**  
       **REPORT:**                         Memo, List of signatures, Resolution 02-15  
       **PROPOSED ACTION:**           Adopt Resolution 02-15 to authorize the updated list of signatures for the San Mateo County Harbor District's signatures for the San Mateo County Harbor District's accounts at the San Mateo County Treasurer's office

## New Business, Continued

- 3     **TITLE:**                             **Terminate Membership in the California Maritime Infrastructure Authority**  
       **REPORT:**                         Brennan, Resolution, Attachment  
       **PROPOSED ACTION:**           Terminate the District's membership in the Joint Powers Authority called the California Maritime Infrastructure Authority (CMIA) and authorize the General Manager to provide notice to the members of the CMIA and take any other action necessary to effect the withdrawal
- 4     **TITLE:**                             **Authorize The Expenditure of up to \$21,500 for Removal of a Sunken Boat at Oyster Point Marina/Park**  
       **REPORT:**                         Grindy, Memo  
       **PROPOSED ACTION:**           Approve the purchase of services and action to remove a sunken boat at Oyster Point Marina/Park in the amount of \$21,500
- 5     **TITLE:**                             **Schedule Date for Board Dynamics Workshop with Brent Ives**  
       **REPORT:**                         Grindy, Memo  
       **PROPOSED ACTION:**           Select date to hold Board Dynamics Workshop



- 6 TITLE: **Discussion and Possible Action: Forming Committees: *Ad-Hoc* and Standing Committees**  
REPORT: Brennan, Memo  
PROPOSED ACTION: To be determined
- 7 TITLE: **Discussion and Possible Action: Consideration, Approval and/or Direction to Staff on the Process of Hiring an Executive Search Firm/Consultant to Conduct a Formal Search for General Manger**  
REPORT: Brennan, HR Memo, Attachments  
PROPOSED ACTION: Board discussion and possible action to 1) approve search firm proposal, or 2) direct staff to negotiate a contract with a search firm/consultant, or 3) assemble set of search firms for Board consideration at future meeting
- 8 TITLE: **Discussion and Possible Action: Strategic Business Plan Goals, Status and Viability of Contract with Lisa Wise Consulting**  
REPORT: Brennan, Memo, Attachments  
PROPOSED ACTION: To be determined
- 9 TITLE: **Discussion and Possible Action: District Administrative Offices Lease Agreement and Possible Future Location of District Administrative Offices**  
REPORT: Grindy, Memo, Attachments  
PROPOSED ACTION: To be determined
- 10 TITLE: **Discussion and Possible Action: Adopt Policies for Staff's Handling of Requests from Commissioners and *from* the Public For Documents and Information**  
REPORT: Brennan, Attachments  
PROPOSED ACTION: To be determined
- 11 TITLE: **Discussion and Possible Action: Consider Revising General Manager's Spending Limit**  
REPORT: Brennan, Attachments  
PROPOSED ACTION: To be determined
- 12 TITLE: **Discussion and Possible Action: Consideration of Revising Policy and Contract Regarding Use of District's Legal Counsel**  
REPORT: Grindy, Memo, Attachments  
PROPOSED ACTION: To be determined

- 13 TITLE: **Request for Proposals: District Counsel Legal Services**  
REPORT: Grindy, Memo, Attachments  
PROPOSED ACTION: Direct General Manager to issue Request for Proposals (RFP)
- 14 TITLE: **Discussion and Possible Action: Consider Acquiring Equipment Required to Facilitate Power Point and Video Presentations by Staff, Consultants, and Public**  
REPORT: Harris, Memo  
PROPOSED ACTION: To be determined
- 15 TITLE: **Discussion and Possible Action: Regular Meeting Start Time and End Time of Harbor District Meetings**  
REPORT: Brennan, Resolution, Attachment  
PROPOSED ACTION: Adopt Resolution 03-15 to amend regular start time and end time of regular Harbor District Board meetings
- 16 TITLE: **Discussion and Possible Action: Policy Regarding Content of Meeting Minutes**  
REPORT: Grindy, Memo  
PROPOSED ACTION: To be determined

## Board of Harbor Commissioners

### 17 A. Committee Reports

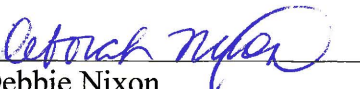
#### B. Commissioner Statements and Requests

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 make a motion to place such an item on a future agenda

## Adjournment

The next scheduled meeting will be held on January 21, 2015 at the Municipal Services Building, 33 Arroyo Drive, South San Francisco at 6:00 p.m.

*1<sup>st</sup> Amended Special Agenda Posted As Required:*  
January 6th at 8:45 a.m.

  
Debbie Nixon  
Deputy Secretary

## Staff Report

### REORGANIZATION OF HARBOR COMMISSION: SELECTION OF OFFICERS

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#### **Recommendation - Board Position of Treasurer**

##### **Alternatives**

1. Maintain the Treasurer position at the Board level.
2. Appoint the General Manager as Treasurer.
3. Maintain the Treasurer position at the Board level, with the Acting General Manager acting as Deputy Treasurer.

##### **Background**

A question was recently raised if the Harbor Commission Board can select a treasurer that is not on the board.

The answer is yes, it can be staff such as the General Manager. Board discussion should occur as to the pro and con of having the General Manager Position act in the Treasurer position or Deputy Treasurer role.

## **HARBORS AND NAVIGATION CODE**

### **SECTION 7070-7074**

7070. The board shall at its first meeting, or as soon thereafter as practical, appoint a secretary and treasurer. The board shall also appoint other officers that are necessary or convenient for the business of the district.

7071. A director shall not be treasurer. The secretary and treasurer shall receive the compensation determined by the board and shall serve at its pleasure.

7072. The board may, at any time, appoint or employ, fix the compensation of and prescribe the authority and duties of other officers, employees, attorneys, engineers and consultants necessary or convenient for the business of the district, each of whom shall serve at the pleasure of the board.

When, pursuant to Section 7046, the legislative body of a city is the board of directors of a district, and appoints the administrative officer of the district, he shall have the authority to appoint, employ, and to fix the compensation of and prescribe the authority and duties of, the employees of the district, excluding attorneys, auditors or consultants. The employees employed or appointed by the administrative officer shall serve at his pleasure.

7073. The board may require the secretary, treasurer or other officers, employees or assistants of the district to give a bond to the district conditioned upon the faithful performance of his duties in an amount as the board may provide.

7074. The treasurer shall receive and safely keep all moneys of the district. He shall comply with all provisions of law governing the deposit and securing of public funds.

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SAN MATEO COUNTY  
HARBOR DISTRICT



HARBOR COMMISSIONER'S HANDBOOK

Prepared By:  
Jim Stilwell  
Interim General Manager  
September 1996

## MEMORANDUM

### SAN MATEO COUNTY HARBOR DISTRICT

DATE: September 9, 1996  
TO: President and Honorable Commission  
FROM: Jim Stilwell, Interim General Manager  
RE: Harbor Commissioner's Handbook/Status Report

#### BACKGROUND

The General Manager is submitting a status report of the major issues, projects, and activities affecting Harbor District operations to provide new Board members, existing members, and potential members with an overview of our current status. It is also intended to familiarize new members with our present operating methods, practices and procedures, and with additional information that may be of use to you.

Board Members are encouraged to contact the General Manager if they have any questions regarding any item contained in this report.

#### LAWS AND OPERATING PROCEDURES AFFECTING BOARD MEETINGS

#### BROWN ACT:

A summary copy of the Brown Act is enclosed for Board use. The Commission can only act on items at a public meeting if the items are on the agenda. Certain items can be added to the agenda under law, if: (1) the item to be discussed came up after it was too late to comply with the 72 hour posting requirement for agendas under the Brown Act; (2) the Board makes the above "finding" by motion; (3) the Board makes a motion approving the item(s) to be added to the agenda. Staff has prepared and included an orange sheet delineating the procedure to be followed in the Commission's agenda packet. Please talk to the attorney if you have any questions about this procedure.

#### Closed Sessions:

Closed sessions are limited by the Brown Act to a few specific matters, such as personnel matters, labor negotiations, property negotiations, lawsuits, etc. The General Manager and legal counsel usually request specific matters to be discussed by the Commission. Any action taken by the Commission must be reported at the next public session of the body, however certain items must be reported when the meeting is reconvened into open session.



## APPROVAL/PAYMENT OF BILLS AND CLAIMS:

Bills and Claims amount must be submitted to the Board with the Agenda Packet for approval at each Commission Meeting. Legal Counsel Dickerson has advised staff that no original checks or other documents can be removed from the Administrative office. If any Board Member wishes to review the specifics of any bill or claim, please come to the Administrative Office. The suggested procedure is to have the Commission review and approve the Bills and Claims on the agenda and make District Staff responsible for signing checks after approval of the bills and claims by the Commission. This procedure is followed by City Councils in many cities.

## COMMITTEE ASSIGNMENTS AND STRUCTURE:

### A. The Board has three standing committees:

- (1) Oyster Point Marina/Park Liaison Committee, consisting of two members appointed by the President. This committee works with staff on selected policy matters affecting Oyster Point Marina/Park and the City of South San Francisco on marina related matters.
- (2) Pillar Point Harbor Citizens Advisory Committee, consisting of one ex officio member appointed by the President. This committee works with citizens on matters affecting Pillar Point Harbor and environs.
- (3) Oyster Point Citizens Advisory Committee, consisting of one member, ex officio, appointed by the President. This committee works with citizens on matters affecting Oyster Point Marina/Park.

### B. Process of Appointment:

The Chairman of the Board appoints the chairperson and members of each committee with the Board informally concurring with the Chair on committee assignments.

The most recent practice of the Board is to not have any member of the Board who has a possible conflict of interest, be on a committee dealing with matters of potential conflict.

## AGENDA PREPARATION/STAFF REPORTS:

Existing practice: Staff prepares agendas and reports for the agenda. Staff has generally used its discretion in programming the District's business to be addressed at Board Meetings in consultation with the Board President and legal counsel on an as-needed basis. Staff has also utilized the committee system to discuss topics that the committee and staff have reviewed and are ready to recommend to the Board for policy adoption. Many items that, in staff's judgment, are ministerial or not controversial are placed on the Consent Calendar for approval by the Board in one motion to facilitate District business and to expedite the decision making process. Each Board Member is encouraged to call the General Manager to discuss any staff report and/or item on the agenda for a meeting. Past practice has been to talk to the General Manager and bring up any questions and concerns prior to the meeting.

In the past, staff has tried to work closely with the Board to coordinate any items that need to be researched, evaluated and analyzed so that staff's priorities of dealing with day-to-day business, and the Board's priorities for creating or amending a policy does not overwhelm the limited staff the District has to get all the work

done. If any member of the public brings a problem to the attention of the Commission at a public meeting, the Board asks staff to review the problem and/or take care of it informally. However, unless items are on the agenda, the Board itself cannot take any action at that meeting regarding that matter or hold a discussion on the subject.

Staff has prepared an agenda that leaves room for making comments in the columns to the right of the agenda for future follow up. Staff also utilizes a standard format for staff reports that each staff member follows. A copy of that format is enclosed with this report for Commission information. The Harbor Commission has agreed to operate through the General Manager to its "clerk" when dealing with administrative matters. The General Manager is responsible for personnel appointments, discipline and evaluation of employees. The Commission only gets involved with our employees if an employee is disciplined and appeals the General Manager's action. The District Ordinance Code which broadly defines the duties and responsibilities of the General Manager is enclosed for the new members.

#### COMMISSION SALARY, BENEFITS AND EXPENSE REIMBURSEMENT:

Each Commission member receives an annual salary of \$7,200 per year or \$600.00 per month.

Each Commissioner also receives reimbursement for actual expenses incurred for bona fide business conducted on behalf of the District. A copy of the monthly expense reimbursement form is enclosed for the new Board members' use. Commissioners receive mileage reimbursement for official business.

The Commission has also adopted a formal travel expense policy for attending District seminars, conferences, and other official business; it is enclosed for the new Board Members.

The President of the Board, must approve attendance in advance, or the Board itself can approve attendance at an official public meeting, but the item must be placed on the agenda in advance of the meeting.

Each Commission member is covered by a life insurance policy (\$14,400). Each Commissioner is under the State Public Employee Retirement System (PERS) and is eligible to voluntarily participate in the ICMA Deferred Compensation Program. Please talk to Jennifer Celestre for information pertaining to this program if you are interested. Board members also receive health, medical, vision and drug prescription insurance, which is provided by Operating Engineers Local Union No. 3. They offer either an HMO Program or fee for service insurance. Please talk to Jennifer Celestre for details and information about your choice of program.

#### HARBOR DISTRICT ORDINANCE CODE, PERSONNEL RULES & REGULATIONS, MOU:

The Harbor District operates under an adopted Ordinance Code. A copy will be available to any Board Member who would like one. The Harbor District also has an adopted set of Personnel Rules & Regulations which are in the process of being revised for discussion with the Board in the near future. These Rules & Regulations' revisions, as well as a new Promotion Policy and a Substance Abuse Policy, are subject to the Meyers- Milias-Brown Act, which controls labor negotiations with public employees in the State of California. The Harbor District also has an adopted Employer-Employee Relation's Policy which is also available to any member of the Board.

#### HARBOR COMMISSION/GENERAL MANAGER RELATIONSHIP:

The Harbor Commission and General Manager work closely together. The manager is often on the road attending meetings of various kinds, so it is important that Board members and/or staff be able to reach the General Manager. Dorothy Baughman and Nancy Barlow are our two very able office staff assistants, who

are very helpful. Please contact Dorothy (clerk to the Board) for items relevant to the Board. Please contact Nancy (clerk to the District) for items related to the District Administration. They can help you if you need information about anything or help on specific problems. They make our ship of state stay on an even keel. If you need their assistance, they can help if you call them at 726-4723.

Our two Harbormasters, Robert Johnson at Oyster Point Marina/Park (952-0808) and Dan Temko at Pillar Point Harbor (726-5727), can assist you with specific information on day-to-day marina operating problems. Ann-Marie Walsh LaRocca (726-7006) can help you with information on financial matters. All members of our team are public service oriented.

A local study session (retreat) is sometimes held in San Mateo County with staff so the Board can discuss working relationships and other matters of interest to the governing body. These all day sessions are usually held on a Saturday to discuss a number of specific issues and/or board-staff relations. An agenda is prepared, and the meeting is public. I am enclosing a copy of a previous retreat/workshop agenda to familiarize the new Board members with the content/format for these sessions. Staff and the Commission need to get together periodically to talk about issues, etc. in an environment that allows free exchange of views without the formality of a regular public meeting.

#### OTHER STATE AND FEDERAL LAWS INVOLVED WITH THE DISTRICT:

The District must comply with many Federal and State statutes. Some of the most common that the District is involved with are: the Public Contracts Law, the Public Records Act, the Elections Code, the Brown Act, the Meyers-Milias-Brown Act, Revenue and Taxation Code, the Americans with Disabilities Act, SB 198 (The Injury/Illness Prevention Program), the Federal and California Occupational Safety Hazards Act, California Redevelopment Law, etc. Please ask the General Manager if you have any questions about any laws that you have an interest in which may affect the District.

### FINANCIAL MATTERS

#### FINANCIAL INFORMATION/REPORTS:

The District provides the governing body, the State of California, the Federal Government and other agencies with numerous reports annually, quarterly and monthly regarding the financial status of the District. The following reports are generally those required and/or provided in accordance with the law and/or Board policy.

- (1) Annual Audit - Financial Report
- (2) Annual State Controller's Report
- (3) Monthly Income Statement and Budget Report  
- including encumbrances
- (4) Cash Flow Analysis
- (5) Statement of Delinquencies
- (6) Worker's Compensation Management Report

- (7) Compensatory/Overtime Report
- (8) Lessees Payment Schedule
- (9) Treasurer's Report

Staff can periodically produce special reports as needed by the Board of Harbor Commissioners.

#### INVESTMENT POLICY:

Since the Harbor District has limited idle cash funds available for investment, the District has only been investing its major cash balances with the Local Agency Investment Fund (LAIF) of the State of California and San Mateo County Pooled Investment Funds. These agencies consistently provide the highest interest rates for local governments in San Mateo County and California who participate and also allow very quick liquidity and access to funds when needed. The Treasurer's Report, prepared by our Finance Director Ann-Marie Walsh LaRocca, provides the Board with a record of our interest earned on all funds invested with LAIF or local banks. The District uses First National Bank in HMB/Union City for our checking account and also has a small money market account to keep earning interest and transfer funds from into our checking account to cover our "float" for payroll and/or bills and claims payments. The Finance Director has gotten our financial accounting, auditing and reporting in top shape. She has been responsible for preparing the State Controller's Report in-house instead of using our outside auditor and prepares many analyses and reports on Excel software that are very useful and informative.

#### ANNUAL AUDIT/PREPARATION OF FINANCIAL STATEMENTS:

The Harbor District has been utilizing C. G. Uhlenberg & Company (Redwood City) to prepare its annual audit and financial statements. The District has been pleased with their services to date.

#### BUDGET SCHEDULE:

The Commission and staff meet at a Budget Workshop as a committee of the whole to review the proposed Two Year Operating and Capital Budgets.

#### DISTRICT'S MISSION STATEMENT:

A copy of the District's Mission Statement is enclosed for the Commission's use.

#### HARBORS AND NAVIGATION CODE:

The Harbor District operates under the Harbors and Navigation Code of the State of California. The Harbors and Navigation Code is the enabling legislation which allows formation of Harbors or other types of similar Special Districts. For example, local government agencies may form Port Districts, Harbor Districts, Municipal Port Districts, Joint Harbor Improvement Districts, Harbor Improvement Districts, Recreational Harbor Districts, River Port Districts, Small Craft Harbor Districts, etc. It also defines and describes the duties and responsibilities of the California Department of Boating & Waterways; Navigable Waters; Navigation; Vessels; Masters, Crews and Cargoes; Pilots for San Francisco, San Pablo and San Suisun Bays; County Provisions dealing with harbors and ports, and other facets of law under this section of State statute. Since the volume covering the Harbors and Navigation code is large, the District has only one copy available in the General Manager's office. Contact the General Manager if you would like to review the Harbors and Navigation Code. It is also available on the INTERNET.

#### LEGAL COUNSEL/SPECIAL LEGAL COUNSEL:

- A. The Harbor District has a contract to provide general legal services to the District with Aaronson, Dickerson, Cohn & Lanzone. The District's retainer with them is for \$2,000 per month. All other matters, including litigation are over and above the cost of the retainer.

A copy of their contract is enclosed for new Board Members.

- B. Outstanding Legal Issues:

The Harbor District is periodically involved in various lawsuits and claims which must be responded to and dealt with by legal counsel. There is no outstanding litigation at this time.

Legal counsel also spends time on any other matters that come up that staff needs assistance with such as title insurance, easements, Sewer District assessment proceedings, revisions to the District's Ordinances, any other matter that may come up that either the General Manager or the Board needs legal information and research on regarding District operations. In order to limit District expenditures for legal services as much as possible, prior practice by staff and the Board has been to go through the General Manager if the need for legal advice exists. This practice also eliminates duplication of effort and allows the General Manager to keep track of legal matters being researched as well as the cost/impact on our budget.

- C. Special Legal Counsel:

The District utilizes the firm of Whitmore, Johnson & Bolanos as Special Legal Counsel dealing with personnel matters. The District Manager calls upon them on an as needed basis. A copy of their contract is enclosed for new Board Members.

#### INSURANCE:

The District is involved with two types of insurance: General Liability, Marine Liability, auto, etc. and group Health-Medical Insurance.

- A. General Liability Insurance

The Harbor District insurance broker and risk management advisor has been Curt Hackworth of Hackworth & Company. The District has been fortunate to receive very competitive insurance at a reasonable price as would be noted by reviewing the premium summary contained in the schedule of insurance attached with this document. Curt Hackworth has recently completed a claims loss history A copy is attached.

The Board annually approves the District insurance program in August of each year. A copy of our Schedule of Insurance is enclosed with this document. Please note that our self-insured retention (deductible) is \$5,000 per incident.

- B. Group Medical, Health, etc. Insurances:

The Harbor District participates in medical, health, prescription drug and vision insurance through the Operating Engineers Local No. 3 Union.

C. Worker's Compensation Insurance:

The Harbor District utilizes Golden Eagle Insurance Company as its workers compensation carrier. A report is periodically received which shows the injury description, dates of claims, date of report, reserves to date for each individual claim and the incurred loss.

PROFESSIONAL SERVICES AGREEMENTS - OUTSIDE CONSULTANTS:

The Harbor District has traditionally used Callander Associates (San Mateo) to work with staff, the Board and Federal and State agencies for various and sundry work necessary to assist the General Manager and other staff members in preparing permits, planning documents, etc. They have done a consistently professional job for the District and are very familiar with our specialized needs and problems.

The District uses Concept Marina Associates of Oakland, California for general, civil engineering and on marine construction and repair projects. Mr. Kenneth Johnson is our point of contact.

The Harbor District utilizes Levine-Fricke (Emeryville) as geotechnical engineering and hydrogeologists, particularly for Oyster Point Marina/Park which presents special problems as it is a former landfill site. Ted Splitter is our main contact.

The General Manager has been granted the authority by the Board of Harbor Commissioners to expend up to \$5,000 for any professional services the General Manager deems necessary to assist him in providing services to the District that the Board has previously authorized in the budget. The General Manager is not required to go back to the Board of Harbor Commissioners for these services that he may need to assist him in carrying out the Board's priorities. However, the General Manager generally keeps the Board informed about some of the day-to-day problems staff must solve.

PILLAR POINT PROPERTY OWNED BY THE HARBOR DISTRICT:

The District has compiled a formalized listing of all properties the District owns, with maps, at or adjacent to Pillar Point Harbor. This is enclosed for the entire Board's review.

DISTRICT LEASES:

The Harbor District has 20 leases at both Oyster Point Marina/Park and Pillar Point Harbor. Because of the length of each lease and its attached General Conditions, the General Manager has not included a copy of each lease for each new Board member to review. The Board is provided with lessee payment schedules which show the fiscal status of each lessee.

A copy of each lease is available at the Administrative Office for any member of the Board of Harbor Commissioners to review. The District also has a complete file on past correspondence regarding the lease provisions and negotiations with each lessee.

CAPITAL IMPROVEMENT PROGRAM/BUDGET:

The Harbor District has adopted a Ten Year Capital Improvement Program for long range fiscal planning purposes and a Two Year Capital Improvement Program/Budget that ties into the Two Year Operating Budget. The budget is annually reviewed, up-dated, and adopted by the Board.



The Harbor District has adopted a Capital Improvement Program manual which defines what a Capital Project is and how one determines the difference between Capital outlay, which is budgeted as an appropriation in the Operating Budget vs. a Capital Improvement Program, which is a longer term fixed asset of the District based on a life of at least ten years and an expenditure of \$10,000 or more.

## STATUS/INFORMATION ON DISTRICT MATTERS

### LONG TERM MANAGEMENT STRATEGY (LTMS):

The San Mateo County Harbor District will have to dispose of any maintenance dredging materials it has either at an appropriate uplands site adjacent to its marinas: (1) if one is available, and (2) the site meets Federal standards, and (3) the materials are not contaminated, or (4) the District will be forced to pay a very large price for hauling dredged materials out to this new designated site.

### STATUS OF LAFCO/SAN MATEO COUNTY DISSOLUTION PROCEEDINGS:

The Harbor District had been involved with defending its record and existence with the Grand Jury and the County Board of Supervisors over the last 12 years. This process cost the District a great deal of time and money, but was required to protect a very viable service organization, providing a specialized and unique service to the many publics that the Harbor District serves. Harbor District staff has been given direction by the Board of Harbor Commissioners to continue to make every effort possible to protect the District's interest and educate and inform the County and its many users of the District's functions and responsibilities. District Staff has been working diligently to create a larger presence through a viable community relations process.

The Grand Jury's report issued in December 1992 continued to recommend that the County seriously consider take over of Harbor District operations. The single largest factor that seems to interest the County of San Mateo is being able to utilize the District's revenues for County purposes and not to operate, maintain and develop either Pillar Point Harbor or Oyster Point Marina/Park at the same level-of-service the District currently provides. District Staff will continue to pursue a vigorous community/public relations policy involving District activities and will keep the Board informed of any future efforts by the County to attempt to continue the LAFCO process and proceedings.

### LEGISLATIVE ACTIVITIES:

The District Staff is involved in testifying before the State Legislature and/or Federal agencies in order to protect the District's investment and future need for funding. The General Manager has been closely involved in meetings and testimony to prevent the State from taking Cal-Boating's funding for capital projects and to prevent integrating the Department with State Parks & Recreation. CMANC, CMPHA, and other public and private sector agencies have made this a major part of our work program for next year.

CMANC is the only organization responsible for recommending all of the California's Army Corps of Engineer's studies, reports and dredging projects to Congress. In March or April each year, CMANC members testify before various Congressional Committees in support of these appropriations and also hosts the annual Golden State Luncheon. This luncheon has been hosted by CMANC for 34 years and is attended by both Houses of Congress and their staffs, plus their spouses. All of the luncheon items are donated by California businesses. CMANC members obtain these donations and have them shipped to Washington, D.C.

It recommended that the General Manager and at least one Commissioner attend each year to represent the Harbor District.

The General Manager, during the State legislative session, is on-call to testify or visit our legislators whenever need arises to oppose or support legislation. This process has worked well for the last six years. The General Manager will continue to operate in this way in the future as the need arises.

District participation in professional organizations besides CMANC include the California Marine Parks & Harbors' Association (CMPHA), California Special District's Association (CSDA), the South San Francisco and Half Moon Bay Chambers of Commerce, the San Mateo County Economic Development Association (SAMCEDA), the San Mateo County/Redwood City Chamber of Commerce Annual Progress Seminar, the Bay Planning Coalition, and other organizations on a periodic basis as needed and warranted.

CSDA holds a two day lobbying session generally in May of each year that the General Manager and two (2) Board members attend. The District also attends the Annual Progress Seminar in Monterey sponsored by the San Mateo City/Redwood City Chamber of Commerce. This seminar is attended by all local governments in San Mateo County and by many of the private sector businesses to exchange information and views on various pre-determined subjects. It serves as an excellent educational medium as well as a networking tool to meet other San Mateo County local government officials.

#### PILLAR POINT MASTER PLAN:

Pillar Point Harbor continues to develop under a Master Plan that was compiled but never adopted. It represents a rational approach to implementing a sound and orderly comprehensive plan of development with the ability to evolve as the District's needs change. A copy of the Master Plan is available to any Commissioner who would like a copy.

#### OYSTER POINT MARINA/PARK'S SPECIFIC PLAN:

A Site Specific Plan is in place for Oyster Point Marina/Park, and is the guideline for development at Oyster Point Marina/Park.

The District has a 49 year Joint Powers Agreement (JPA) with the City of South San Francisco. It terminates in the year 2026. It establishes a partnership between the City and District. The JPA formed a Liaison Committee which meets quarterly; its members are: City Manager and two South San Francisco Council Members, District General Manager, and two Board members. The General Manager prepares the agenda in consultation with the South San Francisco City Manager.

A copy of the amended JPA is enclosed for the three new Board members.

#### EMPLOYEE MOU/CONTRACTS:

The operations staff at both Marinas are represented by Operating Engineers Union, Local 3. Their contract is multi-year, expiring on 30 June 1999, with an option for two additional years.

# Memo

TO: San Mateo County Harbor District Commissioners

FROM: Debra Galarza, Director of Finance

DATE: January 7, 2015

SUBJECT: San Mateo County Pool Signature Card List

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**Recommendation:** Authorize execution of San Mateo County Pool Authorization for Transfer of Funds for The County of San Mateo Treasurer Department, Investment Division, with the addition of Nicole David, Tom Mattusch, and Scott Grindy and the deletion of Peter Grenell, James Tucker and William Holsinger to the Signature Card List.

**Background:** All Commissioners are authorized signers on the District's bank accounts. In accordance with past practice, staff is asking for authority to submit the paperwork to our financial institution to add the newest Commissioners and Acting General Manager and delete parting Commissioner Tucker, Commissioner Holsinger and Peter Grenell to this list. Approval of this action would result in the following list of authorized signatures:

Pietro Parravano  
Robert Bernardo  
Sabrina Brennan  
Tom Mattusch  
Nicole David  
Scott Grindy  
Marietta Harris  
Debra Galarza

The U.S. Bank signature card list will be on the January 21, 2015 meeting as Commissioner positions must be listed on that document and that is not known at this time. The U.S. Bank signature card list does not require a resolution. The resolution is needed for the San Mateo County Pool Signature Card List only.



## Resolution 02 — 15

to

# Authorize List of Signatures for the San Mateo County Harbor District's Accounts at the San Mateo County Treasurer's Office

**Whereas**, Resolution 24-13, Authorize List of Signatures for the San Mateo County Harbor District's Accounts at the San Mateo County Treasurer's Office, was approved October 16, 2013, and,

**Whereas**, the San Mateo County Treasurer's Office has now asked that all participants in their investment pool use a County-generated form to identify those authorized to make changes to accounts held on behalf of the San Mateo County Harbor District.

**Therefore, be it resolved** that, effective January 7, 2015 the attached list designates those persons authorized to sign on behalf of the San Mateo County Harbor District, subject to the limitations of Resolution 34-05, Authorize Signatures on Financial Institution Accounts and Amend Policy 4.6.2:

Approved this 7th day of January 2015, at the regular meeting of the Board of Harbor Commissioners by a vote as follows:

For:

Against:

Abstaining:

Attested

**BOARD OF HARBOR COMMISSIONERS**

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Debbie Nixon  
Deputy Secretary

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Pietro Parravano  
President

**Resolution 01-15**  
of the  
**San Mateo County Harbor District**  
to  
**Terminate Membership in the California Maritime Infrastructure Authority**

**Whereas**, the San Mateo County Harbor District and other harbor agencies are empowered by Chapters 1 and 2 of Part 1 of Division 6 of the Harbors and Navigation Code of the State of California (the "Act") and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Joint Powers Law") to create a joint powers entity for the purpose, among others, of establishing or administrating an infrastructure fund or funds, receiving or administering federal, state and private grants, financing port or harbor infrastructure and other purpose permitted under the Joint Powers Law of Act; and

**Whereas**, pursuant to Resolution 04-00, the San Mateo County Harbor District became a Member of the Joint Powers Authority known as the California Maritime Infrastructure Authority (CMIA) on February 16, 2000; and

**Whereas**, pursuant to the Joint Exercise of Powers Agreement establishing the CMIA, any Member may withdraw from the CMIA upon thirty days' notice to all other Members of the CMIA; and

**Whereas**, the San Mateo County Harbor District now desires to withdraw from Membership in the California Maritime Infrastructure Authority.

**Therefore, be it resolved** by the San Mateo County Harbor District, that the General Manager is directed to provide notification as soon as possible to all members of the CMIA of the San Mateo County Harbor District's determination to withdraw from the CMIA, with the effective date of such withdrawal to be no later than February 1, 2015.

Approved this 7<sup>th</sup> day of the January, 2015 at a special meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:

Against:

Abstaining:

Attested

**BOARD OF HARBOR COMMISSIONERS**

\_\_\_\_\_  
Debbie Nixon  
Deputy Secretary

\_\_\_\_\_  
Pietro Parravano  
President

RESOLUTION NUMBER 01-15  
A RESOLUTION AUTHORIZING THE SAN MATEO COUNTY HARBOR DISTRICT TO TERMINATE THE MEMBERSHIP IN THE CALIFORNIA MARITIME INFRASTRUCTURE AUTHORITY





**Resolution 04—00**  
of the  
**San Mateo County Harbor District**  
to  
**Joint Power's Agreement and Membership in California Maritime  
Infrastructure Authority**

**Whereas**, the San Mateo County Harbor District and other harbor agencies are empowered by Chapters 1 and 2 of Part 1 of Division 6 of the Harbors and Navigation Code of the State of California (the "Act") and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Joint Powers Law") to create a joint powers entity for the purpose, among others, of establishing or administrating an infrastructure fund or funds, receiving or administering federal, state and private grants, financing port or harbor infrastructure and other purpose permitted under the Joint Powers Law of Act; and

**Whereas**, there has been presented to this meeting the Joint Exercise of Powers Agreement Creating the California Maritime Infrastructure Authority dated as of November 1, 1995 (the "Agreement"), by an between the Humboldt Bay Harbor Recreation and Conservation District, the Stockton Port District, the Sacramento-Yolo Port District and the San Diego Unified Port District (the "initial Members") and

**Whereas**, the San Mateo County Harbor District desires to become a Member of the California Maritime Infrastructure Authority;

**Therefore, be it resolved** by the San Mateo County Harbor District as follows:

Section 1: The Agreement, as presented to this meeting, is hereby approved. The San Mateo County Harbor District is hereby authorized to enter into the Agreement, by and on behalf of the San Mateo County Harbor District, by executing and delivering the Agreement.

Section 2: The officers and directors of the San Mateo County Harbor District are hereby authorized and directed to do any and all things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the addition of the San Mateo County Harbor District as a Member of the Authority and otherwise to effectuate the purpose of this Resolution.

Section 3: This Resolution shall take effect from and after its adoption.

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

For: Lundie, Padreddii, Tucker, Campbell, Parravano

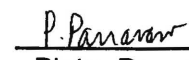
Against: 0

Abstaining: 0

Attested 0

**BOARD OF HARBOR COMMISSIONERS**

  
Beverly Fontana  
Deputy Secretary

  
Pietro Parravano  
President



## San Mateo County Harbor District

### Board of Harbor Commissioners

Pietro Parravano, President  
James Tucker, Vice President  
William Holsinger, Treasurer & Secretary  
Sabrina Brennan, Commissioner  
Robert Bernardo, Commissioner

Peter Grenell, General Manager

December 17, 2014

David Hull  
Executive Director  
California Maritime Infrastructure Authority  
4330 Cedar Street, Suite M  
Eureka, CA 95503

**Ref: My resignation as Chair of the Authority and as Representative to CMIA of  
the San Mateo County Harbor District**

Dear David:

At this time I submit my resignation as Chair of the CA Maritime Infrastructure Authority (CMIA) effective December 30, 2014.

At that time I will also be retiring as General Manager from the San Mateo County Harbor District, a CMIA member. In the latter position as chief executive, I will be succeeded by Scott Grindy, Acting General Manager.

I have enjoyed working with you and the CMIA members, and look forward to a possible future relationship of some kind, should that be found mutually useful.

Sincerely,

Peter Grenell  
General Manager

Cc: Scott Grindy, Acting General Manager

## Staff Report

### AUTHORIZE THE EXPENDITURE OF UP TO \$21,500 FOR REMOVAL OF A SUNKEN BOAT AT OYSTER POINT MARINA/PARK

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#### **Recommendation**

Approve the purchase of services and action to remove a sunken boat at Oyster Point Marina/Park in the amount of \$21,500

#### **Background**

This specific boat had recently moved from a lien sale boat to a boat to be on the list for future demolition and or removal when State Grant Funds became available.

During the recent heavy rain and wind storm, the vessel during the night, either lost a through hull fitting or the rusted steel hull cracked, allowing sea water to flood the vessel.

The staff had performed rounds of docks earlier that night before 10 pm, and at that time the vessel was still afloat. It was estimated that the vessel sunk between midnight and 6am when it was discovered.

Appropriate emergency notifications were made upon discovery to the various governmental agencies of the sinking.

Board President Parravano was contacted and advised of the emergency and the anticipated costs for removal and clean up and approved the emergency action (see attachments).

#### **Analysis**

All vessels in the district marina were checked the specific evening for flooding, lines secured and sails secured. This vessel posed no issue at the last check.

There was minimal fuel on board the vessel as it was prepared for disposal. Booms were immediately placed however only a minor sheen was apparent.

#### **Fiscal Impact**

Funding for this removal and disposal effort is via the Department of Boating and Waterways disposal grant as a pass through via the district submission for the expense.

#### **Conclusion**

All proper efforts for the vessel were performed as a matter of course and the incident occurred due to the age and underwater condition of the vessel.

#### **Alternatives**

None at this time.



**SAN MATEO COUNTY HARBOR DISTRICT**  
 400 Oyster Point Blvd., Suite 300  
 South San Francisco, CA 94080  
 (650) 583-4400 – FAX (650) 583-4611

**REQUISITION**

Requisition #: OPM-14-181

<b>DATE OF ORDER</b>	<b>DATE REQUIRED</b>	<b>ENTER PROJECT ACCOUNT CODE, IF APPLICABLE:</b>	
12/4/14	12/4/14		
<b>NAME OF RECOMMENDED VENDOR</b>			
Bishop Diving & Salvage			
<b>ADDRESS OF RECOMMENDED VENDOR</b>			
PO Box 702			
<b>CITY</b>		<b>STATE</b>	<b>ZIP</b>
Tracy		CA	95376
<b>PHONE NUMBER</b>		<b>FAX NUMBER</b>	<b>POINT OF CONTACT</b>
208-830-7410			Rick

This requisition is for the following items:

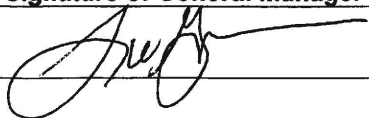
Quantity	Description	Unit Measure	Unit Price	Extension
1	Bishop Diving \$ Salvage will refloat remove, demolish, transport and dispose of the Sunken River Queen (CF 9221 CC) located at Gate 12 Slip 39 .All work will be done in accordance with all local and state laws and includes disposing of all hazardous waste.			\$21,500.00
If over \$500.00 submit to General Manager. Emergency removal of vessel			<b>Subtotal</b>	
			<b>Taxes</b>	
			<b>Shipping &amp; Handling</b>	
			<b>Total</b>	\$21,500.00

<b>General Ledger Number</b>	<b>Available Budget Amount</b>	<b>Budget Remaining After Approval</b>
780.004		
<b>General Ledger Number</b>	<b>Available Budget Amount</b>	<b>Budget Remaining After Approval</b>

<b>Signature of Manager</b>	<b>Date Signed</b>	<b>Department</b>

If over \$500.00 complete the following section and submit to General Manager.

<b>Name of Additional Vendor:</b>		
<b>Phone Number</b>	<b>Fax Number</b>	<b>Point of Contact</b>
<b>Name of Additional Vendor:</b>		
<b>Phone Number</b>	<b>Fax Number</b>	<b>Point of Contact</b>

<b>Signature of General Manager</b>	<b>Date Signed</b>
	12-4-14



**To:** Debbie Nixon

**Subject:** Fwd: REQUISITION FORM OPM Boat sinker

Debbie Please print for my signature.

Pietro here is the requisition \$21,500. We will put it on the next meeting for approval.

If you could email approve we should be good to go.

Thx

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

**From:** Charles White

**Date:** 12/04/2014 11:41 AM (GMT-08:00)

**To:** Scott Grindy

**Subject:** REQUISITION FORM



# San Mateo County Harbor District

<b>Policies and Procedures</b>	<b>Number:</b> 4.3.3	<b>Date:</b> 12/05/01	<b>Revision:</b>
<b>Title:</b> Emergency Expenditures	<b>Prepared By:</b> Peter Grenell	<b>Approved By:</b> Harbor Commission	<b>Page:</b> Page 1 of 1
<b>Purpose:</b> To establish emergency expenditure policy			

## STATEMENT OF POLICY

This policy establishes and clarifies the basis for the District's emergency expenditures

## DESCRIPTION OF PROCEDURE

In the event of an emergency occurrence for which an immediate expenditure decision must be made to address the emergency concern in the interests of health, welfare and safety, prior to a regular Harbor Commissioner meeting, the General Manager shall have the discretion to make the emergency expenditure decision and take other steps necessary to address the emergency concern. The General Manager shall make all reasonable attempts to first contact the President of the Board of Harbor Commissioners, or the Vice President of the Board if the President is unavailable, before deciding to proceed. The General Manager shall report to the Harbor Commission at the next scheduled Board Meeting as to the circumstances of the emergency expenditure.

## Staff Report

### SELECTION OF DATE FOR BOARD DYNAMICS WORKSHOP WITH BRENT IVES

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#### Recommendation

Select date from list of available dates below to hold the Board Dynamics Workshop with Brent Ives. Selection of a date should be made to ensure availability of proposed dates as the dates may not be available in the future.

#### Background

The previous board requested and agreed to a Board Dynamics Workshop after the beginning of the New Year and with the new board. The California Special District Association (CSDA) is holding a Leadership Academy January 26<sup>th</sup>-January 28<sup>th</sup> in Napa, CA.

#### Analysis

The selection of this consultant has already occurred in 2014.

#### Fiscal Impact

The activity has already been budgeted for in this budget year period.

#### Conclusion

With two new board members starting in 2015, this will allow for present and new board members to work together in this workshop activity.

#### Alternatives

None proposed at this time.

#### Available Dates of Brent Ives for the Board Dynamics Workshop:

##### January

19 (Martin Luther King Holiday, SMCHD Administrative Offices Closed)  
20  
29

##### February

5  
6  
10  
11

## **Staff Report**

### **DISCUSSION AND POSSIBLE ACTION: FORMING SAN MATEO COUNTY HARBOR DISTRICT BOARD OF HARBOR COMMISSIONER COMMITTEES**

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#### **1. POSSIBLE ADVISORY COMMITTEES**

- Executive Search Committee
- Strategic Planning Committee
- Admin Office Committee

#### **2. POSSIBLE STANDING COMMITTEES**

- Finance Committee
- Beach Replenishment Committee
- Water Quality and Public Safety Committee
- Communications and Marketing Committee

## **Staff Report**

**Date:** December 23, 2014  
**To:** Board of Harbor Commissioners  
**From:** Scott Grindy  
Acting General Manager  
**Re:** Discussion and Possible Action: Consideration, Approval and/or Direction of Staff on the Process of Hiring an Executive Search Firm/Consultant to Conduct a Formal Search for General Manager

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### **Proposed Action**

1. The Harbor Commissioner augments the professional contract with BHI Management Consulting, Brent Ives in the amount of \$37,900. (Attachment 3)
2. The Harbor Commissioner issue an RFP to select and executive search firm to administer the recruitment and selection process for a new General Manager.

### **Background**

This report outlines the general parameters for the recruitment and selection process for a new General Manager. The Board of Harbor Commissioners is asked to provide direction to staff regarding this process.

Peter Grenell, General Manager submitted his notice of retirement on September 4, 2014. The effective date for his retirement is December 30, 2014. At the October 15, 2014 Board of Harbor Commissioners meeting, the Board voted to offer the Acting General Manager position to Harbor Master Grindy for the next six months, with a possibility of 2 – three month extensions. It was also noted that if a different General Manager was selected, the Acting General Manager would be returning to his Harbor Master position. This was effective on October 15, 2014 with no increase in salary for the first six months.

The most recent job description for the General Manager is attached for your review. (Attachment 1). The last recruitment for General Manager occurred in 1996. The Harbor District was with an Interim General Manager from September 1995 through May of 1997.

At that time there was an Ad Hoc General Manager Search Committee created. Initially the Board of Harbor Commissioners hired Human Resources Contracting Services to provide assistance with the hiring process for the General Manager position. The Human Resources Manager position did not exist at that time. Each Commissioner developed five questions and they were given to LCW for review.

Five finalists were interviewed and user input responses were received from a tenant from each harbor, a liveaboard from each harbor, a representative from the commercial fishing fleet, the administration, the staff and a member of the public from each harbor. The initial search process did not result in the hiring of a General Manager

Board approved a contract for search firm in an amount not to exceed \$12,000. The second search firm hired was Robert Grant Associates. This search resulted in the hiring of General Manager Grenell in May 1997.

### **Existing Policy**

The requirements for the General Manager appointment, duties, qualifications and compensation is outlined in Section 2.2 of the San Mateo County Harbor District Ordinance Code.

The General Manager is the Executive Officer of the District and for the Board of Harbor Commissioners. The General Manager administers the District and has exclusive management and control of the operations and works of the District, subject to approval by the Board of Harbor Commissioners. The General Manager provides day-to-day leadership for the District.

### **Fiscal Impact**

Executive recruiting firm costs would have to be added to the current budget. Costs for executive recruitment firm are usually between 25% - 35% of starting salary. This would make the cost \$35,000 to \$50,000.

### **Conclusion**

#### **Attachments**

Attachment 1 – General Manager Job Description

Attachment 2 - Augmentation request to add Professional Services by BHI Management Consulting.



## GENERAL MANAGER

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FLSA Status: Exempt

Adopted:

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

The General Manager is the Executive Officer of the District and for the Board of Directors. The General Manager administers the District and has exclusive management and control of the operations and works of the District, subject to approval by the Board of Directors. The General Manager provides day-to-day leadership for the District.

The General Manager attends all meeting of the District's Board, unless otherwise requested, and such other meetings as the Board specifies.

The General Manager employs such employees as the General Manager deems necessary for the proper administration of the District and the proper operation of the works of the District in accordance with District Personnel Policy. Compensation of such employees and the General Manager is subject to approval by the Board of Directors. The General Manager shall delegate authority at this her discretion and has authority over all employees, including terminating for cause or lack of worthwhile work in accordance with District Personnel Regulations. The General Manager will provide a motivating work climate for District employees.

The General Manager shall maintain cordial relations with all persons entitled to the services of the District and attempt to resolve all public and employee complaints. The General Manager shall encourage citizen participation in the affairs of the District.

The General Manager shall carry into effect the expressed policies of the Board of Directors. The General Manager should plan the short, medium and long term work program for the District.

The General Manager shall prepare the District Budget. The General Manager shall manage the District budget.

The General Manager should possess a bachelor's degree or equivalent in a related field to the business of the District. The General Manager must have a valid California driver's license. The General Manager should have the ability to efficiently prepare annual budgets and long-term revenue outlay plans and have the ability to effectively communicate, both written and verbal.

**BHI MANAGEMENT CONSULTING**

"Organizational Efficiency for Public Agencies"

Mr. Pietro Parravano, President, Board of Commissioners

January 7, 2015

San Mateo County Harbor District

400 Oyster Point Blvd. Suite 300

South San Francisco, CA 94080

**Subject: Augmentation request to add Professional Services for General Manager Search**

Dear Mr. Parravano and Honorable Board of Commissioners,

As you are aware the District and your Board has hired me to perform a Board Dynamics improvement process. That work included a series of interviews and attendance at selected Board meetings as well as a Board dynamics workshop.

It has been requested of my firm to provide this request for contract augmentation adding the services of Executive search for your next general manager. The amount requested in augmentation of our contract is \$37,900.00. This basis of this requested amount is attached in Appendix A.

Again I appreciate your confidence in my working with the Board through this critical effort. I believe that the commissioning of this work is a clear expression of how important this issue is to the Commission. I am confident that this approach is best for the agency at this juncture and post election.

Sincerely,

<signature>

Brent H. Ives, Principal

BHI Management Consulting

***BHI MANAGEMENT CONSULTING***

"Organizational Efficiency for Public Agencies"



## ***BHI MANAGEMENT CONSULTING***

"Organizational Efficiency for Public Agencies"

Thank you for the invitation to provide this augmentation for executive search services for your GM. This outlines, in simple terms, the necessary approach and steps to support the Board of Commissioners as they seek assistance for securing a new Executive Director/CEO (EXEC/CEO) for the District. We have performed this service this for special districts for years and are confident in our approach and processes. We offer comprehensive search and placement services. As such, we do not provide a highly glossy or verbose proposal. Also, included herein is information about BHI Management Consulting, about Brent Ives, Principal who will act as your sole consultant, and his experience in performing such services for like public agencies. BHI may include associate consultants to this project as needed for additional subject matter related perspective without additional costs to the District.

That said, some additional steps are necessary for this effort (stages) and provision for these are included herein. These are due to the challenges of this particular search i.e. - (the specifics of finding a Harbor Oriented/Experienced Manager, recent reviews of the District and it's reputation, and the distinct need for public involvement in the process. The anticipated schedule for the required activities is listed below.

### **Overview**

There are five stages of a proper search and placement project:

1. Search preparatory steps - Commission preparation, public involvement, employee involvement, and targeting through profiling of the next EXEC/CEO
2. Search activities - establish a qualified candidate pool
3. Preparation of Commission and others for the suite of selection activities for decision making
4. Initial Negotiations
5. (4-6 weeks after start date) Facilitate CEO/Board "Successful start-up session" to clarify expectations for the first 150 days and the first year.

## ***BHI MANAGEMENT CONSULTING***

"Organizational Efficiency for Public Agencies"

### Unique search features, background and approach:

A. We will not recruit for the same position elsewhere while we are looking for your Executive. We will only search for one Harbor District General Manager/CEO at a time.

B. We are not a huge "multiple-search" firm. We conduct focused executive searches with selective clients in a customized way, for much the same cost as those who do not. We are happy to report that this works well in all of our similar clients.

C. Your project manager, Brent Ives, is a highly qualified organizational consultant with special districts, including many districts in California. Brent was also an elected official for many years (23) on the City Council of Tracy, CA, the last 8 as directly elected Mayor, and has experienced both sides of executive recruitment, which he integrates into your process. He has a unique experience and perspective, and understands the needs of those making this critical search and selection decision.

D. We feel very strongly that, before the actual recruitment begins, the Commission must get its "collective heads" around the needs of the District, today and future, the likes and dislikes of past managers and the agreements and disagreements culminating in a profile for the next executive. This is so that selectee-to-agency FIT can be well understood, targeted, and sought before the search begins. The final selection decision is solely the Commission's, a critical decision and, as such, it is our approach to be very hands-on with the Commission through the entire process.

E. We have very recently performed a similar recruitments with very successful results. All of our recruitments for like positions in the State in the last five-years successfully remain in their positions.

### **Detailed Stage Descriptions:**

**Stage 1 – District Familiarization, Commission preparation, gaining inputs from Public and others for the GM Profile and targeting of qualified candidates**

## ***BHI MANAGEMENT CONSULTING***

"Organizational Efficiency for Public Agencies"

For the District to achieve a long-term successful association with the next EXEC/CEO, properly assessing job-fit is critical. This presents the first of a number of steps that are unique to our method and this particular effort. It begins with the thorough assessment of the District. BHI (Brent Ives) already has spent a considerable amount of time with the District Board and staff and has unique perspective and helpful knowledge of the District. We will however do thorough reconnaissance of the District's past, present and especially, future.

A critical best practice for any search to be effectively conducted is the development of a Candidate Profile. This task can involve just the Board/Commission or take a more inclusive approach to include others in its development. It is anticipated that the Consultant will work with a committee of the Commission to work through steps regarding the entire effort, including these steps.

One of the first tasks will be assessing how and from whom to receive input for the GM profile which targets the search. It is anticipated that there will be a process for getting public input, getting input from employees and potentially other stakeholders to inform the Commission with the profile. Gaining insights/perspective from the public may include conducting public meetings and on-line surveys for public input. Also included may be individual meetings with strategic stakeholders such as City leaders, County Supervisors, and others for their perspective on this effort. These details and the approach will all be worked out with the committee.

The assessment continues with the Commission, who are tasked with this eventual critical decision. The previous input will be organized for the Commission's use as they provide input to the GM profile. These findings will be carefully mapped at a workshop with the skills, knowledge, abilities and experience necessary to FIT well with the District. The consultants will use this information to sort/vet potential candidates are assessed with techniques meant specifically to gauge FIT to the District.



## ***BHI MANAGEMENT CONSULTING***

"Organizational Efficiency for Public Agencies"

Brent works professionally with 2-3 Commissions/Districts each week and is an elected official himself, currently serving his community as Council member for over 23 years. This allows for a unique perspective from the side of the decision making body. He understands the process and the task at hand for this body. His experience on both sides of the dais and his knowledge and experience with a variety of organizational issues in public agencies applies an approach that properly assesses the District for the critical job-fit from many viewpoints. This step better positions the search firm to seek, target, and sort candidates. The search and placement effort is not establishing just a candidate pool, but establishing the style and work approach/habit attributes that best fit for the agency. We use a series of testing methods that supports this for the assessment of final candidates.

Within three weeks of project authorization, the consultant will work directly with the Commission committee in developing the full plan and approach that will guide the entire search process (additionally, up to 3 hours with Commission in closed session; closed session is merited in that the Commission will be discussing selection criteria that lead to an employment contract). Since there is always the possibility of internal or local candidates being present, this session is closed (This closed session should be endorsed by the District's counsel). The resultant candidate profile is based on future District needs that are likely to challenge the new EXEC/CEO. The Commission will discuss important fit criteria for personality fit, style criteria, and discuss attributes the Commission knows they do not want in their new EXEC/CEO. Additionally, at the workshop the Commission also address subjects like ad placement, critical search constraints, contract related salary/benefit ranges and constraints, known candidates for targeting, and discuss the critical selection processes and activities for invited final candidates.

### **Stage 2 – Search activities**

Based on EXEC/CEO candidate profile and discussions at Commission workshop, the consultant will develop and strategically place ads in various electronic and print media

## ***BHI MANAGEMENT CONSULTING***

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outlets, and target individuals that meet the criteria within the BHI network throughout the state and nation. Direct networking and advertising in publications such as the National Harbor Association and the International Association of Ports and Harbors are anticipated to be included, as well as more broad publications as indicated. The advertising campaign including the placements and cost will be vetted with the Commission committee. BHI will require assistance from District staff for specific information necessary to fully develop the advertisements and brochure.

During this time the Commission members will participate in an on-line leadership assessment benchmarking. The Commission members will answer on-line questions with the collective answers establishing the assessment benchmarks. These benchmarks serve as the basis for a customized leadership/personality assessment with which each finalist candidate will be assessed. The results of this assessment serve as another objective point of advise to the Commission at decision time in later selection stages.

During this time the consultant will also proceed to proactively and directly target known individuals as potential candidates to acquaint them with this opportunity position. This is generally done by telephone and email. However, this will be an international effort and, as such, may result in the consultant (and potentially Commission members) travelling to domestic locations to make the case and/or meet with candidates. It is critical that the consultant be allowed to target candidates for the position rather than only consider those who "show-up" for the postings and announcements. Consultant travel is not always needed and would only be allowed at the discretion of the Commission. This would result in a case-by-case expense over and above the standard search costs.

At the completion of the candidate pool development stage, the consultant will collect and sort all candidates into qualification "candidate bands" of those who most closely meet the Commission's EXEC/CEO profile. This will include conducting in-person or telephone interviews and reference checks with those most qualified, "A band" candidates. BHI will construct a sorting spreadsheet based on the candidate profile and

## ***BHI MANAGEMENT CONSULTING***

"Organizational Efficiency for Public Agencies"

rank each candidate based on the factors and characteristics most desired and/or required by the collective Commission.

### **Stage 3 – Selection activities**

It is critical that the Commission is fully prepared for the selection process. The consultant will present all candidates to the Commission and lead Commission through a down-selection process thereby identifying those most qualified for the upcoming formal finalists selection activities.

The Consultant and Commission will discuss specific selections activities potentially including interviewing, on-line leadership/personality assessments, pre-selection activity candidate assignments, potentially vetting of candidates with employees, managers and/or public, etc. as options.

The Consultant will prepare the Commission and others for all selection methods and prepare for interviewing by providing training in behavioral interviewing. This step is not included with most other search firms that recruit. They do not prepare the decision body well for the decision and final sorting. Our technique will allow the Commission to more thoroughly assess each candidate in areas that have shown to be most important. We will assure that all selection activities are organized well, have purpose, and add value to the decision makers. Should the optional On-line Position Benchmarking be desired, the results of that assessment for each candidate is integrated into this stage. All invited finalists will be background screened and passed background prior to being invited to final selection activities.

### **Stage 4 –Negotiations**

Consultant will assist as needed with the negotiations between the chosen finalist and the District. The Consultant will represent the Board in such negotiations and will lead the Board through decisions on key elements of the contract. It is customary that District Counsel assists with this process as well.



**Stage 5 – Success “Start-up” Session**

Two to four weeks after the start day of the selected candidate, the Consultant will schedule a 2 hour closed performance workshop with the Commission and the new Executive Director/CEO. This is the final yet critical stage of getting off to a good start. The deliverables for the assembled group are goals for the first 100 days and first year. These goals and expectations can then be integrated into the first year performance, evaluation or if the Board desires an initial 6-month performance review. This best practice allows for a beginning of the relationship with documented clarity and feeds into a well informed and professional performance review process.

**Schedule**

The project will begin within two-three weeks of authorization to proceed on this agreement. This schedule will also take some effort on the Commission’s part to be available for the initial meeting to decide on relevant critical path decisions for this position. Brent Ives and the BHI firm are available and ready to implement soon after notice to proceed.

The steps outlined usually take about 4-6 months from project start to CEO selection. This range of time has a certain dependency on the availability of the Commission and others for key meetings and the amount of time allowed for advertisement/targeting activities. BHI will also target and invite some pre-established potential candidates to enter the pool, and be sure to properly make ample time and opportunity for internal candidates to make their candidacy known for the position. Dates below refer to days/weeks after formal notice to proceed to consultant.

1. Weeks 2-3 - Hold initial Commission project meeting
2. Weeks 3-4 – Work with committee to guide approach
3. Weeks 4-7 – Perform input activities from all stakeholder groups and Commission to develop candidate profile
4. Week 7 - Develop and place ads into market and begin targeting candidates

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5. Weeks 7-18 - Run ads, target candidates, establish candidate pool (depends on Commission's desired approach)
6. Weeks - 16-20 - Formal candidate resume review, telephone interviews and down-select, initial reference checks for candidate placement within qualification "groups or bands" and background checks (where appropriate)
7. Week 20-21 - Present candidate pool in qualification bands to the Commission and decide on which candidates to invite to selection activities and decide on selection activity dates. Upon completion of this meeting the consultant will also proceed with reference calls and background checks.
8. Week 22-24 - Conduct selection activities
9. Week 24-26 - Assist with contract/offer, negotiations, pre-employment medical evaluation, etc.
10. Week 28-30 - **EXEC/CEO START DATE**

### **Terms and Conditions:**

BHI Management Consulting shall perform above services as agreed under authorized signature agreement by the District per the requested augmentation. Consultant shall not begin perform additional work without receipt of notice to proceed. Billing shall be monthly and include hourly fee and expense cost. Some month's invoices shall be for progress payments. BHI will work with District staff to develop ads and the brochure, should that be desired. The District shall be responsible for the costs associated with print ad placement in periodicals, Internet, association website and others as directed, optional on-line benchmarking assessment method, and the cost of background checks or any pre-employment medical tests for readiness, etc.

BHI will conduct another search for this position should the final selected candidate be terminated from employment within one year of start date for "Cause" such as immoral conduct, dishonesty, conviction of a felony or of a crime involving moral turpitude, abandonment of the job, or willful refusal to obey a directive of the District Commission of Commissioners. This replacement search shall be conducted for the cost of customary



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consultant expenses only.

Should the Commission not be able to select from a second set of final candidates presented to it by the Consultant and it becomes necessary to re-advertise, screen, interview and select, BHI will negotiate with the District hours for such services at a 40-60% reduced fee rate, plus customary expenses.

Additional potential District out-of-pocket expenses to consider – The cost of advertisement placement is not covered in the fee or expenses below. The approved ads will be placed by BHI, then billed directly through to the District within invoices as advertiser bills are received by BHI. It is important for the District to be aware of and consider costs for recruitment that may not be anticipated, such as travel for candidates to attend interviews for this position, especially when from out of state. Another higher cost to remember may be relocation expenses for the selected candidate needing to move their household to the San Mateo County area.

### **Cost for Recruitment**

#### **EXEC/CEO search and placement –**

- (124 hrs. - \$31,000), as a not-to-exceed amount plus estimated expenses listed below – (Please note that any travel related expenses for targeting candidates is not included herein).
- (\$4500 estimated expenses for travel for candidate pool related purposes. This is due to the spread of Harbor locations where significant face-to-face candidate targeting and assessment may occur. Also included are 5-6 trips to District office location estimated @ \$300/trip (Note: Where possible BHI always seeks to share the cost of trips to the area between multiple clients.)
- Background checks for finalists (up to 6) - \$900
- On-line Position Benchmarking Assessment (up to 6) at \$1500

Please note that the cost of the placing of advertisements is not covered within these fee or expense costs above.

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### **Estimated total cost plus estimated expenses - \$37,900.00**

#### **Like Projects for Special Districts**

**Calaveras County Water District**, August-November 2014 (national search for General Manager) Mr. Scott Ratterman, Board President, [ratt@goldrunh.com](mailto:ratt@goldrunh.com) (209)559-7110. (Services: Water, wastewater)

**Bear Valley Community Services District**, January-May 2014 (national search for General Manager) Mr. Bill Mason, Commission President, [bmason@bvcsd.org](mailto:bmason@bvcsd.org). (661) 821-0390. (Services: Water, wastewater, roads, and police)

**Sunnyslope County Water District** (national search for **District General Manager**) Mr. Dave Meraz, Commission President, [dmeraz@sbcwd.com](mailto:dmeraz@sbcwd.com). (626) 287-5238  
Services: Water, wastewater

**Desert Healthcare District** (national search for **District CEO**) Mr. Mark Mathews, Commission President c/o, [<kgreco@dhcd.org>](mailto:kgreco@dhcd.org). (760) 323-6113 Services: Leasing of hospital, grant funding

**Costa Mesa Sanitary District** (national search for **District General Manager**) Mr. Scott Carroll, General Manager, [scarroll@cmsdca.gov](mailto:scarroll@cmsdca.gov). (949) 645-8400. Services: Sewer collection, solid waste contract

**Mt. View Sanitary District** (nationwide for **Assistant District Manager**), (Mr. Mike Roe, District Manager, [MRoe@mvsd.org](mailto:MRoe@mvsd.org). (925) 228-5635, x-12, Services: Wastewater collection and treatment, solid waste contract

**Las Gallinas Sanitary District - 2** (national search for **District Engineer and Plant Manager**) Mr. Mark Williams, [mwilliams@lgvsd.org](mailto:mwilliams@lgvsd.org). (415) 472-1734, Services: Wastewater collection and treatment, solid waste contract

**West County Wastewater District**, (national search for a **Manager of Finance and Administrative Services**), Mr. EJ Shalaby, General Manager. [eshalaby@wewd.org](mailto:eshalaby@wewd.org). (510) 222-6700, Services: Wastewater collection and treatment.

**Humboldt #1 Fire Protection District** (nationwide for **Fire Chief**)

**Auburn Recreation and Park District** (statewide search for **Interim District Manager**)

**Newhall County Water District** (statewide search for **District Manager**)





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commute train authority and serves as a Board member on the San Joaquin County Council of Governments. This experience and knowledge helps Brent to bring valuable perspective to the executive search process.

The guiding principle of BHI Management Consulting is to provide public agencies with careful, thorough, practical, no-nonsense, fairly priced services with recruiting, hiring and keeping great employees.

### Areas of Expertise and Experience-

- Recruiting
- Behavioral Based Selection Interviewing
- Optimizing Teams
- First Line Supervision
- Governmental Management
- Board/Commission training and Board dynamics assessment

Often times with other executive search services, the strong emphasis is limited to the advertisement and the locating of candidates. At BHI we believe that, while we must be able to, and are consistently successful at, establishing a strong and qualified candidate pool, a co-equal challenge is assuring long-term productivity, employee satisfaction and overall job-fit. Therefore, careful and strategic job analysis and selection process preparation is crucial, and included is the thorough preparation of the client to assure that they are completely prepared for this critical long-term employee relationship. BHI is prepared to advertise in standard fashion by utilizing compelling advertisements, electronic and standard print media, industry knowledge and contacts through networking and targeted outreach methods, and through attaining candidates in many of the popular industry periodicals, as are other firms, to secure a diverse and qualified candidate pool.

## **Staff Report**

### **STRATEGIC BUSINESS PLAN GOALS, STATUS AND VIABILITY OF CONTRACT WITH LISA WISE CONSULTING**

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#### **Recommendation**

At this time the board needs to determine if one of the following 3 actions is to be determined:

1. Continue with the present actions and performance of the firm of Lisa Wise Consulting firm with an update to the status of the project as a presentation to the January 21, 2015 board meeting.
2. Propose a stop/suspend work to the project for up to six months while the search for a General Manager position occurs, and while new board members familiarize themselves with the project.
3. If a stop/suspend work is not an acceptable option, to then have the Acting General Manager provide the immediate time required notice of 10 days to the project consultant firm and discontinue the project.

#### **Background**

The San Mateo County Harbor District accepted the proposal from the firm of Lisa Wise Consulting, Inc. and authorized the General Manager to execute a contract with Lisa Wise Consulting, Inc. in an amount not to exceed \$274,515.00 to prepare a Strategic Business Plan for the Harbor District.

As part of this effort of the Strategic Business Plan for the Harbor District including its two harbor facilities, Pillar Point and Oyster Point. The scope of work called for in the RFP included:

- an updated plan for retiring the District's remaining debt to the Division of Boating and Waterways (now approximately \$7.1 million, down from over \$17 million);

- a capital facilities plan for the two harbors, taking into account sea level rise projections and concerns;
- a sustainable fisheries plan for Pillar Point Harbor, with the intent of improving fish landings, supporting the working waterfront, its fishermen and local fishing businesses, and taking advantage of increasing consumer interest and demand for local seafood;
- a revenue enhancement plan to increase and diversify District revenues to reduce pressure on tenant rates and reliance on the District's share of tax income;
- an economic impact analysis of the District and its facilities, especially with respect to Pillar Point Harbor;
- identification of opportunities for other District activities in San Mateo County taking advantage of the District's countywide jurisdiction, such as water-related or waterborne emergency preparedness and response concerns related to San Francisco Bay shoreline communities within the County, enabling establishment of a U. S. Coast Guard presence at Pillar Point Harbor to complement the Harbor District's present excellent ocean search and rescue activities, possibilities for joint marine-related educational activities for all ages with other agencies and institutions, to name just a few;
- identify and formulate a strategy for addressing climate change-related sea level rise concerns at District facilities; and
- providing and implementing a public outreach plan to engage harbor tenants and other users, the broader communities, and the general public in the preparation of the Strategic Business Plan.

The District anticipated and encouraged proposers to bring together a diversity of skills and experience to adequately address the detailed and comprehensive nature of the task. The RFP was issued before the late fall and winter holiday season, and proposals were due just before the end of February to provide prospective

proposing teams adequate time to organize their submittals. In the event, the District received a single proposal, a team effort led by Lisa Wise Consulting, Inc. (LWC)

## **PROPOSAL TEAM PARTNERS**

LWC, based in San Luis Obispo and San Francisco, is joined by the engineering firm of Moffatt & Nichol, the transportation firm of Nelson/Nygaard, and Tenera Environmental (see proposal).

LWC has led business planning, economic, land use and market analysis and community engagement in fishing communities and working waterfronts in San Diego, Long Beach, Morro Bay, Port San Luis, Moss Landing, Monterey and Fort Bragg.

Moffatt & Nichol (M&N) will evaluate marine structural engineering, potential risks of sea level rise, and identifying strategies to best address possible impacts at Pillar Point and Oyster Point. M&N was part of the Water Emergency Transportation Authority's (WETA) design and engineering team for the Oyster Point Ferry Terminal. M&N is now conducting a Facilities condition Survey for the Harbor District.

Nelson\Nygaard (N\N) will analyze circulation and parking at District facilities, recommend transportation and connectivity improvements, and address emergency preparedness relative to the WETA's Oyster Point service. N\N is the lead transportation firm for the County's Plan Princeton project and principal author of the WETA's Short Range Transit Plan.

Tenera Environmental will inventory indigenous and invasive marine life in the harbors and formulate strategies for District protective and preservation actions for habitat in the context of facilities expansion and other human-generated impacts resulting from Plan implementation. Tenera will also identify opportunities for marine science education and outreach. The firm has conducted field studies and surveys for the County Parks and Recreation Department in the Fitzgerald Marine Reserve.

The LWC team, firms and staff, have worked together previously and are familiar with the sites and locales of the Harbor District.

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The LWC team, firms and staff, have worked together previously and are familiar with the sites and locales of the Harbor District.

## **TIMELINE FOR PLAN PREPARATION**

LWC started work immediately upon acceptance by the Harbor District and contract execution. LWC's proposed schedule calls for a little over one year to complete plan preparation (approximately 15 months).



This timeline includes an extensive public outreach effort at several points throughout the process. LWC proposes to convene four public outreach events at key points in the project schedule, in addition to an extensive interview effort with harbor tenants and other stakeholders.

LWC, with M&N, will use the findings of the District's current facilities condition survey to guide and augment their own comprehensive analysis of the District's overall facilities maintenance, improvement, and development needs.

Also, the LWC team will use relevant outcomes of the County's Plan Princeton process, now underway, as input to the Strategic Business Plan's consideration of several concerns including fishing industry sustainability, public access improvements, and future development.

## **Fiscal Impact**

### **PROJECT BUDGET**

LWC proposes a budget including all work by LWC, M&N, NIN, and Tenera that totals \$274,515. Proposed budgets for each firm are:

LWC:	\$192,620
M&N:	\$33,330
NIN:	\$29,534
Tenera:	\$19,031

## **Conclusion**

The Lisa Wise Consulting, Inc. proposal was accepted and at the time of the acceptance was the only RFP submission for this request. This was decided at that time to reduce the overall loss in repeating the several months-long RFP process to try to obtain other proposals to accomplish similar work for a possible minimal reduction in cost to the District.



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 4<sup>th</sup> day of April, 2014 by and between the San Mateo County Harbor District hereinafter called "SMCHD" and Lisa Wise Consulting, Inc., hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That SMCHD desires to engage CONSULTANT to render certain professional services to SMCHD;
- B. That CONSULTANT is qualified to provide such services to SMCHD and;
- C. That SMCHD has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, SMCHD shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon

7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and SMCHD shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to industry standards generally prevailing for the performance of consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to SMCHD, become the property of SMCHD. The SMCHD however, agrees to allow the Consultant to use these materials for marketing.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the SMCHD is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of SMCHD.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that SMCHD shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to SMCHD of SMCHD's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. CONSULTANT hereby agrees to defend, indemnify, and save harmless SMCHD, its governing board, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, SMCHD, its governing board, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
  - (b) Naming SMCHD, its governing board, officers, commissions, employees, and agents, as additional insureds; and
  - (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to SMCHD, its governing board, officers, commissions, employees, and agents, and any insurance or self-insurance maintained by SMCHD for itself, its governing board, officers, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.
13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the SMCHD setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the SMCHD and CONSULTANT in writing, by first class mail, postage prepaid, deemed received three (3) days after post mark and addressed as follows:

SMCHD: San Mateo County Harbor District  
400 Oyster Point Boulevard, Suite 300

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

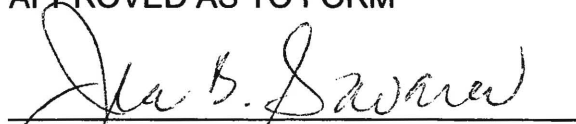
Dated: April 4, 2014

SMCHD

  
\_\_\_\_\_  
Peter Grenell, General Manager

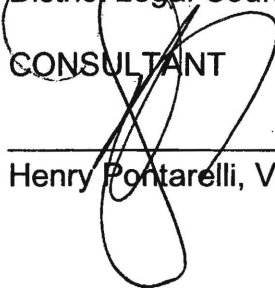
Dated: 4/4/2014

APPROVED AS TO FORM

  
\_\_\_\_\_  
District Legal Counsel

Dated: 04/04/14

CONSULTANT

  
\_\_\_\_\_  
Henry Pontarelli, Vice President

**EXHIBIT B**  
**CONSULTANT'S FEE SCHEDULE**

**SEE ATTACHED**

This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_

Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** San Mateo County Harbor District  
 400 Oyster Point Boulevard, Suite 300, South San Francisco, CA 94080  
 Attention: Peter Grenell, General Manager

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> <b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> <b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> <b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	Insurer	Policy No.
<input type="checkbox"/> <b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> <b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY/District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY/District.  
 Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

\_\_\_\_\_  
 ORGANIZATION:

\_\_\_\_\_  
 TITLE:

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_



# EXHIBIT A

## 3. SCOPE OF WORK

### TASK 1. PROJECT KICKOFF MEETING AND INITIATION

#### 1.1 Project Kickoff Meeting

The Consultant Team will meet with San Mateo Harbor District Project Management Staff (SMHD) to initiate the project, review and refine the Scope of Work and Timeline, and discuss the project's overall goals and objectives.

#### 1.2 Consultant Team Site Visits

The Consultant Team will attend site visits to Pillar Point and Oyster Point with the SMHD Project Management Team to review and document field conditions.

#### 1.3 Identify Stakeholders for Strategic Business Plan Advisory Committee (SBPAC)

As part of the overall Public Outreach Strategy (outlined in Task 2), LWC proposes the formation of a Strategic Business Plan Advisory Committee to represent the position of key stakeholders, provide a central point of contact for the Consultant Team and to build consensus and community ownership of the project. LWC will coordinate with SMHD Project Managers to identify key stakeholders and/or stakeholder groups for participation on the Strategic Business Plan Harbor Advisory Committee (SBPAC). The Committee should be limited approximately 10 members and include a representative or representatives from the SMHD, stakeholders on Johnson Pier (commercial fishermen, commercial fish buyers, and related business owners), harbor and marina tenants as well as community groups, elected officials, civic leaders, and/or business owners. The SBPAC should also include representatives from the City of South San Francisco, business owners and marina users in Oyster Point and if possible, a representative from the WETA.



#### **1.4 Data Gathering & Archival Review**

LWC has obtained an extensive collection of background documents and will continue to gather such information throughout project. The Consultant Team will review archival information as it will play a foundational role in the background and existing conditions research and reporting, guide the development of priorities and final recommendations, and inform development of the Strategic Business Plan. These documents include but are not limited to:

- San Francisco Bay Plan
- Local Coastal Programs for San Mateo County and the cities of South San Francisco and Half Moon Bay
- General Plans for San Mateo County and the cities of South San Francisco and Half Moon Bay
- 2011 Oyster Point Specific Plan and EIR
- Pillar Point Harbor Vessel Haul-Out Facility Demand Assessment and Financial Feasibility Analysis
- SMHD Business Plan - Repayment of Department of Boating and Waterways Debt
- Dredging Reports, Maps, and Historical Information
- Pillar Point Master Plan and Urban Waterfront Restoration Plan
- The San Francisco Bay Plan and other relevant Coastal Commission planning documents
- Commercial Fishing Economic Impacts, 2013, LWC
- San Mateo County Comprehensive Bicycle and Pedestrian Plan
- 2012 San Bruno / South San Francisco Community-Based Transportation Plan
- Half Moon Bay Roadway Level of Service Analysis
- Highway 1 Safety and Mobility Improvement Study
- Draft documents from the Princeton Planning Update, as they apply
- Various parcel maps

LWC and the Consultant Team will work closely with SMHD Project Managers, the SBPAC and stakeholders to assure that relevant research is included in this list. Efforts on this task will be concentrated at the beginning of the project, but continue throughout.

#### **1.5 Project Management Plan**

The Consultant team will work with Project Managers to confirm and document the timing of draft deliverables, document review and final deliverables, invoicing requirements, and communication protocol. The Project Management Plan will serve as a working document and keep all parties informed of the progress of the project. The Consultant Team will

work with the SMHD and the SBPAC to revise components of the Plan throughout the project, when necessary.

**Deliverables:** *Draft Project Management Plan with Final Scope of Work, Timeline and Budget, and Data Request List. List of potential participants and contact information for SBPAC.*

## TASK 2. PUBLIC OUTREACH STRATEGY & INITIAL OUTREACH

An effective Public Outreach Plan will encompass multiple and substantive opportunities for stakeholders to participate and contribute to the project. LWC anticipates four (4) Public Outreach Events and six (6) SBPAC meetings at key points throughout the project. An effective public outreach campaign will include one on one interviews, public meetings, site visits, the use of social media such as a project Facebook page or project website and/or a page on the SMHD website that informs the public of project progress, promotes opportunities for participation, and provides the opportunity to comment.

The Consultant Team anticipates up to three (3) presentations to the Board of Harbor Commissioners: 1) Introduction of the project, Consultant Team, definition of deliverables and approach, 2) Mid project progress update, and 3) Presentation of the Public Review Draft Strategic Business Plan. Two (2) presentations to the County Board of Supervisors and the attendance of one (1) BoS adoption hearing are presented as optional tasks.

Informal data gathering and updating stakeholders of progress will take place throughout the project. Structure and timing of the outreach tasks will be finalized with input of the SMHD and in the Public Outreach Plan (Task 2.1).

### 2.1 Public Outreach Plan

The Public Outreach Plan will document the approach and methods of the community engagement process, survey instrument, timing and location of meetings and interviews, and guide the Consultant Team and inform the SMHD and SBPAC on the public outreach effort.

### 2.2 Board of Harbor Commissioners Meeting 1 – Project & Team Introduction

LWC will prepare for and attend one (1) Board of Harbor Commissioners meeting to introduce the project, Consultant Team, definition of deliverables and approach.





**2.3 Contact Potential SBPAC Representatives, Confirm Participation**

LWC will contact Key Stakeholders and Stakeholder Groups, by phone and email and where warranted in person, as identified in Task 1.3, to confirm their participation on the SBPAC. LWC will also confirm contact information, availability and schedule one-on-one interviews with SBPAC members (Task 2.4). Throughout the project, the Consultant Team will aim to capitalize on travel to meetings, site visits and interviews so they coincide with each other where possible.

**2.4 SBPAC Meeting 1 – Project Introduction & Goals**

LWC will prepare for and facilitate the initial SBPAC meeting. Objectives of the meeting will be to introduce the Consultant Team and project scope, timeline and budget, and review the Project Management Plan and draft survey instrument for the outreach effort.

**2.5 SBPAC & Stakeholder Interviews**

The Consultant Team proposes one-on-one interviews using a survey instrument designed to gain respondents’ perspective on the highest priority issues and possible solutions. LWC proposes the interviews with each member of the SBPAC and a day and a half of formal stakeholder interviews at each facility. In addition, throughout the project, the Consultant Team will spend several days at each facility conducting site visits and meeting with facility users at which time they will gather stakeholder input.

**Deliverables:** SBPAC Meeting 1 Summary Memo and Draft Community Priorities for Pillar Point and Oyster Point. Public Outreach Plan memo that includes description outreach methods timing and location of meetings, project website, social media page (Facebook) and/or collaborative strategy that engages the SMHD website.



The City of Morro Bay was awarded a National Fish and Wildlife Foundation grant to work closely with local fishing industry stakeholders and interested community members to assess the performance of the industry, build on past work, and develop strategies for economic, social, and environmental sustainability.

A kick off meeting will be held on January 7, from 6:00 pm - 7:30 pm at the Morro Bay Veteran's Hall (209 Surf Street)

**What:**  
City of Morro Bay Fishing Community Sustainability Plan Kick off Public Meeting

**When:**  
Monday, January 7, 2013 6:00 PM - 7:30 PM

**Where:**  
Morro Bay Veteran's Hall  
209 Surf Street  
Morro Bay, CA 93442  
Phone: 805.772.6254



The first meeting is intended to inform the community of the goals of the project, identify opportunities for participation, and answer questions.

The public is invited and encouraged to attend.

If you have any questions, feel free to contact the City of Morro Bay Harbor Department. Business and Community Development at 805.772.6254 or 805.772.6254. In the case of an emergency, call 911.

ACCOM CAT POLICE

**TASK 3. PUBLIC OUTREACH EVENTS 1 & 2 – COMMUNITY PRIORITIES FOR OYSTER POINT & PILLAR POINT**

LWC will prepare for and facilitate Public Outreach Events 1 and 2, one (1) meeting in each community, to inform the public on project goals and objectives, identify opportunities for participation, and obtain feedback on community priorities. LWC will work with SMHD Project Managers and the SBPAC to develop a meeting announcement (flyer) and concise PowerPoint presentation. The Consultant team will rely on the SMHD to procure the venue and broadcast the meeting details (through leaseholder email database, on SMHD website, physical posting on message boards at the harbor facilities). LWC will post the

announcement/flyer and “message” on the meeting on the Facebook page (if one is chosen). LWC will develop a one-page memo on the highest priority findings from the meeting.

**Deliverables:** *Public Outreach Event 1 & 2 presentation materials, Summary Memo and Draft Community Priorities for Pillar Point and Oyster Point.*

## TASK 4. EXISTING INFRASTRUCTURE & FACILITIES ASSESSMENT (APPENDIX A)

The Existing Infrastructure & Facilities Assessment will review and augment past facilities and infrastructure reports, and will become a baseline document in guiding the Capital Facilities Plan and Strategic Business Plan. The Assessment will include components described in the sub tasks below.

### 4.1 Sea Level Rise Best Practices

Moffatt & Nichol (M&N) will identify the range of sea level rise that are currently predicted by various entities for planning the impact to the facility on the open coast (Pillar Point) and within San Francisco Bay (Oyster Pt.) and under the jurisdiction of the California Coastal Commission and Bay Area Conservation and Development Commission, respectively. M&N will identify a strategy to best address the range of impacts to the two harbors based upon risk assessment.

### 4.2 Circulation & Parking Assessment

Nelson\Nygaard (N\N) will conduct an access, circulation and connectivity analysis of the Harbor District’s facilities. This will include analyzing and making recommendations regarding all modes of transportation, particularly vehicle access to Johnson Pier and compatibility issues between commercial and recreational activities. The recommendations will be designed to help achieve overall community goals for economic development, environmental protection, support of commercial activity and quality of life, such as:

- parking that is efficiently located and shared, in order to minimize parking construction costs
- ensuring the feasibility of desired types of development in the project area;
- providing effective and efficient connectivity and integration among all modes of transportation;
- maximizing ridership on public transit facilities and services, such as the Oyster Point ferry.



Throughout this task, N\N will work closely with the project team to achieve two imperatives: making a great place, and enabling efficient movement by a variety of transportation modes. Finding creative solutions to resolve the tension and trade-offs between these sometimes conflicting objectives will be an essential part of this task.

#### OPTIONAL TASK: TRANSPORTATION & PARKING DATA COLLECTION

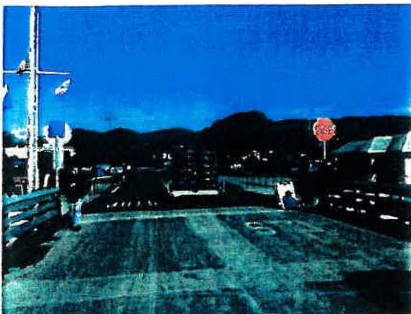
Since the need for new data collection may vary widely depending on: (a) the extent of development and change which may be desired at the Harbor District's facilities, (b) the extent of any existing problems (such as parking problems at peak hours), and (c) the amount of existing data available from existing Harbor District records and/or previous traffic studies for nearby developments, this optional task provides up to \$20,000 for parking and transportation data backspace collection. Depending on the particular needs identified during the course of study, this may include intersection turning movement and bicycle/pedestrian volume counts at relevant nearby intersections, 24-hour traffic volume counts on nearby street segments, parking supply and occupancy counts, and/or visitor surveys.

#### 4.3 WETA & Emergency Preparedness

Drawing upon its expertise as ferry planners, including its work for WETA, Nelson\Nygaard will advise LWC on the ability of the Harbor District's facilities (particularly the Oyster Point ferry terminal) to provide support for disaster response activities in the event of natural disasters and other emergencies, such as a major earthquake.

#### 4.4 Marine Infrastructure & Harbor Facilities Assessment

Moffatt & Nichol will perform a rapid visual assessment of the exposed structural elements of the District owned buildings and Facilities at Pillar Point Harbor and Oyster Point Marina. This will be a refinement of the current Facility Condition Survey effort currently being performed under separate contract to the District. The Assessment will include relevant background information, including purpose and approach, inspection results and conclusions, and will identify the items and priorities for repairs, upgrades and replacements to be performed in the next five years, including budgetary 5 year construction cost estimates for this work.



#### 4.5 Indigenous Marine Life Restoration Report

Tenera Environmental will conduct interviews with marine scientists at local research and educational institutions and a literature review (scientific peer reviewed journals, grey literature) to compile information on studies of the biological and natural resources at Pillar Point Harbor and Oyster Point Marina. The information gathered from the effort will include graduate and undergraduate research papers, surveys that have been done for regulatory permitting, and unpublished observations. All of the information collected from the effort will be synthesized



and compiled into a database, with the goal to provide sufficient information to determine what is largely known and unknown about the principal species inhabiting the harbor and marina, and to help identify substantive data gaps that can be addressed through additional research or studies. It is likely that there is no information on indigenous and invasive species in both water bodies.

Tenera will contact a number of agencies and institutions to inquire about biological studies and assessments that have been completed in Pillar Point Harbor and Oyster Point Marina. Agencies and institutions to be contacted include but are not limited to:

- Gulf of the Farallones National Marine Sanctuary
- San Francisco Bay Area National Parks and Learning Center
- Monterey Bay National Marine Sanctuary
- US Geological Society (USGS)
- California Department of Fish and Wildlife (CDFW)
- National Marine Fisheries Service (NMFS)
- US Fish and Wildlife Service (USFWS)
- US Army Corp of Engineers
- California Coastal Commission
- Research Universities, including Stanford University, University of California, Berkeley, University of California, San Francisco, University of California, Davis (Bodega Marine Laboratory), University of California, Santa Cruz San Francisco State University, San Jose State University, Sonoma State University, California State University, East Bay
- Moss Landing Marine Laboratory
- Hopkins Marine Station
- The Bay Institute
- San Francisco Estuary Institute
- San Francisco Estuary Invasive Spartina Project
- Smithsonian Environmental Research Center (Tiburon) and their Marine Invasions Research Lab (Maryland)

#### Optional Task: Marine-Environmental In-Field Data Collection

Substantive gaps in determining the presence and habitat conditions for indigenous species may exist and warrant in-field data collection. As such, a scope and budget for additional field data collection can be determined upon completion of Task 4.6. This work could include site reconnaissance surveys for key opportunity species for native restoration such as eelgrass (*Zostera marina*), and/or detrimental invasive species such as asian kelp, wakame (*Undaria pinnatifida*). An estimated budget for this optional task is not to exceed \$32,000.

#### **4.6 SBPAC Meeting 2 - Review Existing Infrastructure & Facilities Assessment**

LWC and the Consultant Team will prepare for and facilitate the second SBPAC meeting, provide a project update and present and discuss the findings of the Existing Infrastructure and Facilities Assessment. As identified in the Public Outreach Strategy (Task 2), the Consultant Team will distribute and review the draft Assessment with the SBPAC.

#### **4.7 Prepare Final Existing Infrastructure & Facilities Assessment Document**

LWC and the Consultant Team will review and address SBPAC and SMHD comments and prepare the Final Existing Infrastructure and Facilities Assessment Document. The document will be prepared as a stand-alone, technical appendix to the Final Strategic Business Plan.

**Deliverables:** *Draft Existing Infrastructure & Facilities Assessment components and the Final Assessment (Appendix A to the Strategic Business Plan). SBPAC Meeting 2 Summary Memo.*

### **TASK 5. FINANCIAL CONDITIONS ASSESSMENT (APPENDIX B)**

LWC and the Team will draw from existing SMHD reports and findings from the Existing Infrastructure and Facilities Assessment, discussions with SMHD and the SBPAC, site visits, public meetings and interviews to develop a comprehensive Financial Conditions Assessment. The Assessment will cover the current financial conditions of the Harbor District; the economic context in which the District operates and the fiscal implications on revenue, expenditures and debt retirement; and the economic impacts generated on the local and regional economy, with a particular focus on Pillar Point.

#### **5.1 Economic & Market Trends Analysis**

LWC will identify current economic conditions and market trends impacting District activities and finances to inform projections for District operations into the future. The Analysis will cover trends impacting costs and revenues, including historic rents and lease rates, labor, and financing costs.

#### **5.2 Harbor & Marina Business Demand Analysis & Forecast**

LWC will analyze and forecast future market demands specific to Harbor and Marina businesses and prepare the Harbor and Marina Business Demand Analysis & Forecast. The Analysis will include an assessment of regional harbors and their services, and where the District may capitalize on unmet market demands. The analysis will cover the needs of local vessels, visiting boaters (slip sizes and types, dry storage, and other





infrastructure), marine and coastal recreation opportunities (marine eco tourism, sailing, stand-up paddle boarding), visitor serving retail, the sale of fresh fish and opportunities with marine related education.

### 5.3 Revenue Enhancement Plan

LWC will build on the Analyses above and develop strategies, methods, and opportunities for increasing and diversifying District revenues through compatible coastal-dependent or marine-related development and prepare a Revenue Enhancement Plan. The plan will also present strategies to reduce operational expenditures and improve the Districts bottom line. The Plan will account for environmental and climate change-related limitations on spatial development and constraints on traditional rates and fees related to revenue generation. The Plan will also identify potential grant and cost-share funding sources available to cover costs, or partial costs of work items proposed in the Capital Facilities and Strategic Business Plan.

### 5.4 Harbor District Fiscal Analysis & Debt Retirement Plan

LWC will analyze District revenues and expenditures and update the 2001 District business plan for retirement of outstanding loan balance and debt service to the California Department of Boating and Waterways (DBW), including debt service and current status; determination of adequate reserves for remaining debt service; schedule for payoff of outstanding balance; historic and projected revenue; possibilities for new DBW facilities loans, for example, for docks and sea level rise adaptations.

### 5.5 Employment Impact Analysis

LWC will prepare an Employment Analysis. Through interviews with the SBPAC, key stakeholders, SMHD staff, and site visits, LWC will estimate the number and types of jobs generated by the SMHD. Analysis of employment will focus on HD staff, employment generated by visitor serving businesses, as well as an analysis of jobs created by the commercial fishing industry (to be coordinated with the Sustainable Fisheries Business Plan, Task 7). Additional work on SMHD employment-generated impacts to the regional economy, and tax implications can be conducted as an optional task at the SMHD discretion.

Employment Type	Estimated Employment	
	Low	High
On the Vessel, Skipper, or Deckhand	130	150
On the Dock and Baiting	26	26
Processing Plant	14	18
<b>TOTAL</b>	<b>170</b>	<b>194</b>

Source: CDFW, CCJFLC and personal interviews, commercial fishermen, industry stakeholders and Harbor Management staff, (Morro Bay, 2013).

**5.6 SBPAC Meeting 3 - Review Harbor District Financial Conditions Assessment**

LWC and the Consultant Team will prepare for and facilitate the third SBPAC meeting, provide a project update and present and discuss the findings of the Harbor District Financial Conditions Assessment. As identified in the Public Outreach Strategy (Task 2), the Consultant Team will distribute and review the draft Assessment with the SBPAC.

**5.7 Prepare Final Financial Conditions Assessment Document**

LWC and the Consultant Team will review and address SBPAC and SMHD comments and prepare the Final Harbor District Financial Conditions Assessment Document. The document will be prepared as a stand-alone, technical appendix to the Final Strategic Business Plan.

**5.8: Board of Harbor Commissioners Presentation 2 – Project Update**

LWC will prepare for and attend one (1) Board of Harbor Commissioners meeting to update the BoHC on project progress to date.

**Optional Task: County Board of Supervisors Presentation**

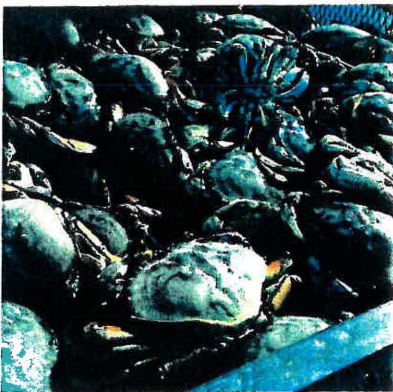
If desired by SMHD, LWC will prepare for and attend one (1) County Board of Supervisors (BoS) Meeting to update the BoS on project progress to date.

**Deliverables:** *Draft Existing Financial Conditions Assessment components and Final Assessment (Appendix B to the Strategic Business Plan). SBPAC Meeting 3 Summary Memo.*

**TASK 6. PUBLIC OUTREACH EVENT 3 – EXISTING CONDITIONS PRESENTATION**

LWC and the Consultant Team will prepare for and facilitate a public meeting at which Consultant Team members will present, via a concise PowerPoint presentation, the findings of the Harbor District Existing Infrastructure & Facilities Assessment and Financial Conditions Assessment and gather community input on next steps. LWC will work with SMHD Project Managers and the SBPAC to develop a meeting announcement (flyer) and PowerPoint presentation. The Consultant team will rely on the SMHD to procure the venue and broadcast the meeting details (through leaseholder email database, on SMHD website, physical posting on message boards at the harbor facilities). LWC will post the announcement/flyer and “message” on the meeting on the Facebook page (if one is chosen). LWC will develop a one-page memo on the highest priority findings from the meeting.

**Deliverables:** *Public Outreach Event 3 presentation materials and Summary Memo.*



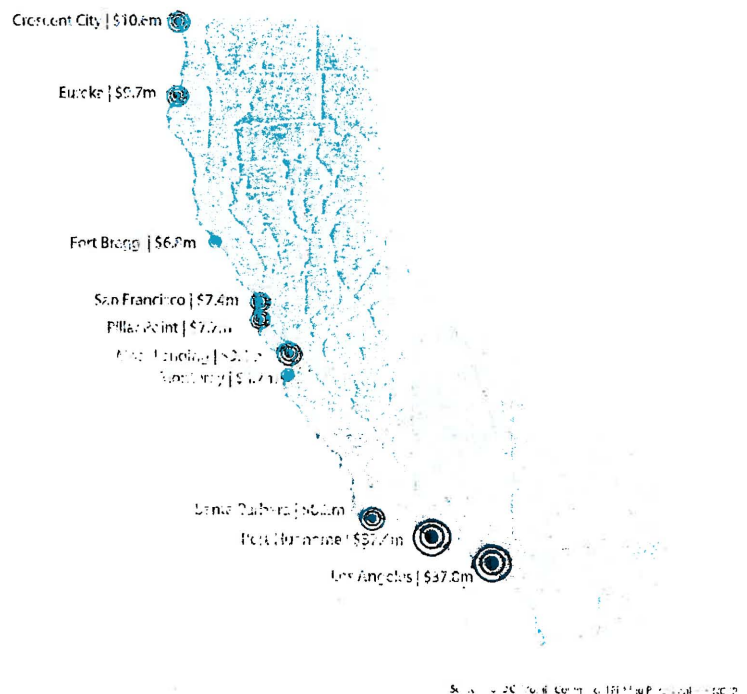
## TASK 7. SUSTAINABLE FISHERIES BUSINESS PLAN FOR PILLAR POINT HARBOR

Pillar Point Harbor is one of the top 10 performing ports in California's \$205 million commercial fishing industry, a generator of employment and fresh, sustainable seafood. Commercial fishing is also part of a rich cultural heritage and a foundation of the community's identity. As such, a Sustainable Fisheries Business Plan aimed at assessing the performance of the commercial fishing industry at Pillar Point Harbor is included. The intent of the Plan is to develop a baseline of economic, social and environmental performance indicators against which industry participants and SMHD Project Managers can measure the efficacy of changes to physical facilities, number and types of businesses on Johnson Pier, changes in the market (consumer demand and promotional strategies), and shifts in regulation. The Plan will enable the fishing industry to better anticipate change and adapt to develop the most effective strategies for long-term performance and growth. The Plan will strive to improve efficiencies on Johnson Pier, support the working waterfront and its fishermen and local fishing industry businesses, and take advantage of increasing consumer interest and demand for local seafood.

This plan will focus on the diverse range of commercial fisheries targeted in Pillar Point, industry-related infrastructure needs, constraints on operations, marketing strategies, sustainable fishery management approaches, and assessment of harbor management, facilities maintenance and financial needs versus industry costs and operational concerns for fishermen, Harbor District lessees and other industry participants.

### 7.1 Fishing Industry Stakeholder Interviews

LWC will conduct (25-30) interviews with as many commercial fishermen (of all gear types and fisheries) as possible, as well as vessel owners, offloading/fish buyer business owners, fuel and ice facility operator and other stakeholders in the commercial fishing industry to obtain an insider's view on what is working well in Pillar Point Harbor, what is not, and what might be done. LWC will conduct interviews with commercial fishing industry stakeholders as an extension of the formal stakeholder interview process as identified in the Public Outreach Strategy (Task 2), during site visits and where necessary via phone.





### **7.2 Sustainable Fisheries Analysis**

LWC will conduct a triple-bottom line analysis that includes economic indicators such as overall landings and earnings, performance by species, price per pound, number of commercial fishing trips, as well as assess the performance of commercial fishing businesses on Johnson Pier, social indicators such as the Pillar Point Harbor fishermen’s ability to self organize, leadership structure, relationships among participants of the industry and with the greater community and identify opportunities and constraints, and finally, the environmental setting and performance of the commercial fishing industry, by the amount and type of regulation it faces and include case study assessments (of the health of California fish stocks) by leading fishery scientists and finally, a brief assessment of species that are showing signs of recovery as a result of regulation.

### **7.3 Sustainable Working Waterfront Analysis**

LWC will briefly summarize other sources of revenue and tourism generation from businesses other than commercial fishing in the Harbor District purview. These may include eco tourism (kayak rentals), recreational fishing, and commercial passenger fishing vessel (CPFV) operations.

### **7.4 Marketing & Outreach Strategies**

LWC will assess the strengths and weaknesses of the commercial fishing industry in Pillar Point and its connection with local and regional consumer and wholesale markets. LWC will provide a list of possible strategies to better promote commercial fishing. Recommendations (discussed in Task 7.6) may include the development of a port-wide marketing plan (for all species), development of a Pillar Point brand, better use of social media and on line tools such as FishLine, additional signage at the harbor, and/or the formation of a community supported fishery (CSF), among others.

### **7.5 Management & Operational Strategies**

LWC will review the rent and wharfage structure on Johnson Pier and provide examples or case studies of rent and wharfage of five similar California ports for guidance on what approach may be the most amenable to the HD and the fishing community.

### **7.6 Recommendations**

LWC will provide a list of approximately 10 of the highest priority items in which the commercial fishing industry and the SMHD should engage in to bring greater performance and sustainability. Recommendations may draw from findings in the Capital Facility Plan (Task 8). For example, recommendations may include repair, replacement or expansion of physical infrastructure as they may contribute to increased capacity for landings, earnings or increases in activity of a particular species. Recommendations may also include adjustment of rent and wharfage agreements or performance -based approaches aimed at an acceptable return for the SMHD while maintaining affordability for commercial fishing businesses.



### 7.7 SBPAC Meeting 4 - Review Sustainable Fisheries Business Plan

LWC and the Consultant Team will prepare for and facilitate the fourth SBPAC meeting, provide a project update and present and discuss the findings of the Sustainable Fisheries Business Plan. As identified in the Public Outreach Strategy (Task 2), the Consultant Team will distribute and review the draft Plan with the SBPAC.

### 7.8 Prepare Final Sustainable Fisheries Business Plan Document

LWC and the Consultant Team will review and address SBPAC and SMHD comments and prepare the Final Sustainable Fisheries Business Plan. The Sustainable Fisheries Business Plan will be presented as a section in the Strategic Business Plan.

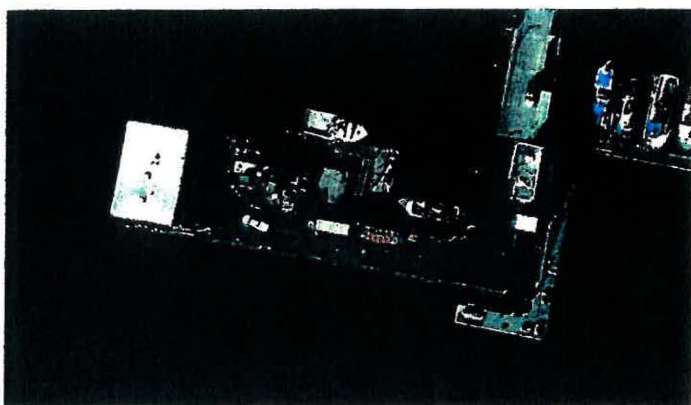
**Deliverables:** *Draft Sustainable Fisheries Business Plan sections and Final Sustainable Fisheries Business Plan (section within the Strategic Business Plan). SBPAC Meeting 4 Summary Memo.*

## TASK 8. CAPITAL FACILITIES PLAN

The Consultant Team, led by Moffatt & Nichol (M&N), will prepare the Capital Facilities Plan (CFP) to act as a companion document to the Strategic Business Plan. Nelson\Nygaard will play an important role on the CFP and work closely with M&N in their assessment and recommendations on physical traffic and parking-related facilities.

The CFP will rely on findings from Task 4 - Existing Infrastructure & Facilities Assessment, as well as the market trends, demand forecasts, and fiscal analyses conducted in Task 5 - Harbor District Financial Conditions Assessment, and will include a survey of marine infrastructure and facility construction, expansion or renovation needed to accommodate increased occupancy or operational changes necessary to achieve the District's long term fiscal and environmental goals.

The CFP will draw on the experience of Moffatt & Nichol to address scientifically accepted sea level rise (SLR) projections with respect to types, location, design, planning and construction timelines and regulatory parameters for various harbor and marina facilities. M&N will identify the range of sea level rise and implications of higher



water levels (inundation, larger overturning moments and forces) which will include the local and eustatic sea levels added to extreme high water elevations due to tides, surges, tsunamis etc. These will be used to develop the sea level trends at Pillar Point and Oyster Point to evaluate coastal flooding potential.

These levels and the risk levels will be incorporated into the design criteria described in the tasks below. M&N will use risk-based, probabilistic methods for the two harbors to perform project life-cycle analysis and risk assessment to estimate appropriate sea level rise allowances and adaptation methods to mitigate the effects and associated risk to the facilities and operations.

The CFP will be organized into three major sections: 1) Approaches, standards and considerations applicable district-wide, 2) Infrastructure and facility improvements specific to Pillar Point, and 3) Infrastructure and facilities improvements specific to Oyster Point, and is reflected in the Tasks below.

**8.1 CPF Draft Section 1 - District Wide**

The Consultant Team will prepare the Draft District-Wide Capital Facilities Plan section. This section will provide design criteria and guidance on basic service levels (circulation, parking, public amenities etc.) to meet the needs of all District users; identify and prioritize infrastructure and facilities improvements projects; and provide cost estimates for each and make recommendations regarding the allocation of resources across the District.

**8.2 CPF Draft Section 2 - Pillar Point**

The Consultant Team will prepare the Draft Pillar Point Capital Facilities Plan section. This section will provide design criteria (including addressing SLR), provide guidance on basic service levels required to meet the needs of Pillar Point users, and identify infrastructure and facilities improvements projects to support long term viability of the Harbor, the restoration of indigenous marine life and improved water quality and circulation, as well as provide input on the potential establishment of a Coast Guard Station at Pillar Point. This section will also prioritize specific projects, provide cost estimates for each, and make recommendations regarding the allocation of resources for Pillar Point Harbor.

**8.3 CPF Draft Section 3 - Oyster Point Marina / Park**

The Consultant Team will prepare the Draft Oyster Point Marina / Park Capital Facilities Plan section. This section will provide design criteria (including addressing SLR), provide guidance on basic service levels required to meet the needs of Oyster Point Marina / Park users, and identify and prioritize infrastructure and facilities improvements projects to support long term viability of the Marina and the restoration of indigenous marine life and improved water quality and circulation. This section will also prioritize specific projects, provide cost estimates for each, and make recommendations regarding the allocation of resources for Oyster Point Marina / Park.





#### **8.4 SBPAC Meeting 5 - Review Capital Facilities Plan**

LWC and the Consultant Team will prepare for and facilitate the fifth SBPAC meeting, provide a project update and present and discuss the Capital Facilities Plan. As identified in the Public Outreach Strategy (Task 2), the Consultant Team will distribute the draft Capital Facilities Plan to the SBPAC and the SMHD for review and comment.

#### **8.5 Prepare Final Capital Facilities Plan Document**

LWC and the Consultant Team will review and address SBPAC and SMHD comments and prepare the Final Capital Facilities Plan. The CFP will be prepared as a stand-alone document and its findings will be incorporated into the final Strategic Business Plan.

**Deliverables:** *Draft Capital Facilities Plan Sections and Final Capital Facilities Plan (findings to be incorporated into the Strategic Business Plan). SBPAC Meeting 5 Summary Memo.*

## **TASK 9. DRAFT STRATEGIC BUSINESS PLAN**

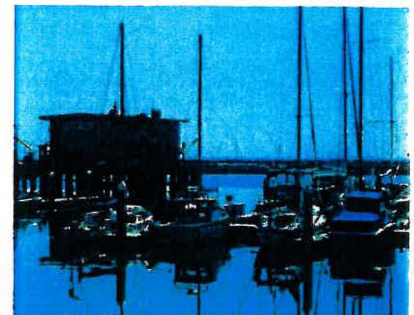
LWC and the Consultant Team will prepare the draft Strategic Business Plan (SBP) that incorporates the Capital Facilities Plan, the Sustainable Fisheries Business Plan, and other technical appendices prepared as part of this project. The Plan will be of professional appearance and include graphs, charts and images to complement the narrative. Per the RFP, the SBP will be structured and drafted around three major sections: 1) Strategic planning considerations applicable to the District as a whole, 2) Considerations specific to Pillar Point, and 3) Considerations specific to Oyster Point, and is reflected in the tasks below. The SBP will also include a section on consistency with federal, state and local plans and regulations.

#### **9.1 Develop Preliminary Strategic Business Plan Outline & Style Guide**

LWC will work with the Consultant Team to prepare an outline of the Strategic Business Plan, including the overall structure and placement of technical appendices, font, margins, spacing, headers and footers, placement of photos, protocol for graphs, tables and charts and other images as well as a draft Table of Contents. The development of the Style Guide will facilitate final document production, assure clear, consistent and attractive reports and bring greater efficiency to the project.

#### **9.2 SBP Admin Draft Section 1 - District Wide Strategic Planning**

LWC and the Consultant Team will prepare the Administrative Draft District-Wide section of the SBC, which will include an overview of the planning process, and the overarching community values, vision & mission obtained through the public outreach process. This section will also cover a general discussion of District activities and expansion opportunities, including potential operational or managerial roles involving cooperation with other harbors and marinas within the County; district-wide emergency management and protocol; educational



opportunities with joint marine-related educational activities for school children and adults with federal, state, County and other local agencies and educational institutions; District revenue enhancement opportunities and constraints, including expenditure reductions, business diversification and grant and cost-share funding sources; debt retirement strategies; and the prioritization of capital facilities improvements across the District.

#### **9.3 SBP Admin Draft Section 2 – Pillar Point Harbor Strategic Planning**

LWC and the Consultant Team will prepare the Administrative Draft Pillar Point section of the SBC, which will focus on plan objectives specific to Pillar Point Harbor, and includes: environmental restoration opportunities for indigenous species and water circulation and quality; the establishment of a US Coast Guard presence and how they may complement the District's current search and rescue activities; recommendations from the Sustainable Fisheries Business Plan; and plans for capital facilities improvements at Pillar Point.

#### **9.4 SBP Admin Draft Section 3 –Oyster Point Marina/Park Strategic Planning**

LWC and the Consultant Team will prepare the Administrative Draft Oyster Point Marina/Park section of the SBC, focusing on strategic plan objectives specific to Oyster Point, and includes: Environmental restoration opportunities for indigenous species and water circulation and quality; WETA and waterborne emergency preparedness and response concerns in San Francisco Bay; District management and outlook for the current Joint Powers Agreement; and plans for capital facilities improvements at Oyster Point.

#### **9.5 SBP Admin Draft Section 4 - Consistency with Federal, State & Local Plans & Regulations**

LWC and the Consultant Team will prepare the Administrative Draft section of the SBP concerning consistency with federal, state & local plans & regulations, including the San Francisco Bay Plan, the County Local Coastal Program, and plans for the cities of South San Francisco and Half Moon Bay.

#### **9.6 SBPAC Meeting 6 - Review Draft Strategic Business Plan**

LWC and the Consultant Team will present and discuss the Administrative Draft Strategic Business Plan to the SBPAC. As identified in the Public Outreach Strategy (Task 2), the Consultant Team will distribute the Admin Draft SBP to the SBPAC and the SMHD for review and comment.

#### **9.7 Prepare Strategic Business Plan Public Review Draft**

LWC and the Consultant Team will review and address SBPAC and SMHD comments and prepare the Strategic Business Plan Public Review Draft.



**Deliverables:** *Draft Outline and Style Guide. Administrative Draft Strategic Plan Sections. Public Review Draft Strategic Business Plan. SPBAC Meeting 6 Summary Memo.*

## TASK 10. PREPARE SUMMARY STRATEGIC BUSINESS PLAN DOCUMENT

LWC and the Consultant Team will summarize the Strategic Business Plan into a concise, visually appealing document for public distribution. The Summary SBP will present the community's vision, project mission, SBP elements and goal priorities, key findings, and approach to implementation.

**Deliverables:** *Summary Strategic Plan*

## TASK 11. PUBLIC OUTREACH EVENT 4 – PUBLIC REVIEW DRAFT

LWC and the Consultant Team will prepare for and facilitate Public Outreach Event 4 at which Consultant Team members will present, via a concise PowerPoint presentation, the Public Review Draft of the Strategic Business Plan. LWC will work with SMHD Project Managers and the SBPAC to develop a meeting announcement (flyer) and concise PowerPoint presentation. The Consultant team will rely on the SMHD to procure the venue and broadcast the meeting details (through leaseholder email database, on SMHD website, physical posting on message boards at the harbor facilities). LWC will post the announcement/flyer and "message" on the meeting on the Facebook page (if one is chosen). LWC will develop a one-page memo on the highest priority findings from the meeting.

**Deliverables:** *Public Outreach Event 4 presentation materials and Summary Memo.*

## TASK 12. FINAL STRATEGIC PLAN & ADOPTION

### 12.1 Board of Harbor (BoHC) Commissioners Presentation

LWC will prepare for and attend one (1) Board of Harbor Commissioners meeting to present, via a concise PowerPoint presentation, the Public Review Draft Strategic Business Plan for review and feedback. LWC will document comments received and review with SMHD.

### OPTIONAL TASK: COUNTY BOARD OF SUPERVISORS (BOS) PRESENTATION

If desired by SMHD, LWC will prepare for and attend one (1) Board of Supervisors Meeting to present, via a concise PowerPoint presentation, the Public Review Draft Strategic Business Plan for review and feedback. LWC will document comments received and review with SMHD.

**12.2 Prepare Final Strategic Business Plan**

LWC and the Consultant Team will review and address Public, Board of Harbor Commission, and Board of Supervisors (if applicable) comments with the SMHD and prepare the Final Strategic Business Plan for adoption by the Harbor District.

**12.3 Board of Harbor Commissioners Adoption**

LWC will prepare for and attend one (1) Board of Harbor Commissioners Meeting to answer questions prior to SBP adoption.

**OPTIONAL TASK: BOARD OF SUPERVISORS ADOPTION**

LWC will prepare for and attend one (1) Board of Supervisors Meeting to answer questions prior to SBP adoption.

**Deliverables:** *Attendance and presentation materials to one (1) BoHC meeting to present key findings and the Public Review Draft Strategic Business Plan. Final, Complete Strategic Business Plan Document, including technical appendices. Optional attendance at on (1) BoS meeting to present and one (1) BoS meeting for plan adoption.*



# EXHIBIT B

## 5. BUDGET

### SUMMARY BUDGET - ALL FIRMS

San Mateo Harbor District Strategic Business Plan		LWC		M & N		N \ N		TENERA		Project Total (Task)	
		Firm Total		Firm Total		Firm Total		Firm Total			
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Task 1	Project Kickoff Meeting & Initiation	84	\$ 11,300	12	\$ 2,910	36	\$ 5,544	24	\$ 4,239	156	\$ 23,993
Task 2	Public Outreach Strategy & Initial Outreach	96	\$ 13,000	-	\$ -	-	\$ -	-	\$ -	96	\$ 13,000
Task 3	Public Outreach Events 1 & 2 – Community Priorities	46	\$ 6,230	-	\$ -	-	\$ -	-	\$ -	46	\$ 6,230
Task 4	Existing Infrastructure & Facilities Assessment (Appendix A)	70	\$ 9,590	76	\$ 14,510	82	\$ 10,130	60	\$ 8,200	288	\$ 42,430
Task 5	Financial Conditions Assessment (Appendix B)	290	\$ 35,350	-	\$ -	-	\$ -	-	\$ -	290	\$ 35,350
Task 6	Public Outreach Event 3 – Existing Conditions Presentation	28	\$ 3,820	-	\$ -	12	\$ 1,854	-	\$ -	40	\$ 5,674
Task 7	Sustainable Fisheries Business Plan for Pillar Point Harbor	380	\$ 50,420	-	\$ -	-	\$ -	-	\$ -	380	\$ 50,420
Task 8	Capital Facilities Plan (CPF)	96	\$ 12,260	48	\$ 8,800	60	\$ 8,760	16	\$ 2,280	220	\$ 32,100
Task 9	Draft Strategic Business Plan (SBP)	242	\$ 31,570	37	\$ 7,110	22	\$ 3,246	28	\$ 4,026	329	\$ 45,952
Task 10	Prepare Summary Strategic Business Plan Document	20	\$ 2,660	-	\$ -	-	\$ -	-	\$ -	20	\$ 2,660
Task 11	Public Outreach Event 4 - Public Review Draft	26	\$ 3,570	-	\$ -	-	\$ -	-	\$ -	26	\$ 3,570
Task 12	Final Strategic Plan & Adoption	94	\$ 12,850	-	\$ -	-	\$ -	2	\$ 286	96	\$ 13,136
<b>Project Total (Firm)</b>		<b>1,472</b>	<b>\$ 192,620</b>	<b>173</b>	<b>\$ 33,330</b>	<b>212</b>	<b>\$ 29,534</b>	<b>130</b>	<b>\$ 19,031</b>	<b>1,987</b>	<b>\$ 274,515</b>
<b>Assoc. Task</b>	<b>OPTIONAL TASKS</b>									<b>Project Total w/ Optional Task</b>	
Task 4	Transportation & Parking Data Collection		-		-		\$ 20,000		-		\$ 294,515
Task 4	Marine Environmental In-Field Data Collection		-		-		-		\$ 32,000		\$ 326,515
Task 5-6	County Board of Supervisors Presentation		\$ 2,010		-		-		-		\$ 328,525
Task 12	County Board of Supervisors Presentation		\$ 2,010		-		-		-		\$ 330,535
Task 12	Board of Supervisors Adoption		\$ 2,010		-		-		-		\$ 332,545



DETAILED BUDGET - ALL FIRMS

San Mateo Harbor District Strategic Business Plan		LWC		M.E.N		N.N		TENERA		PROJECT TOTAL (TASK)	
		Firm Total		Firm Total		Firm Total		Firm Total		Hrs	Cost
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
<b>Task 1</b>	<b>Project Kickoff Meeting &amp; Initiation</b>										
1.1	Project Kickoff Meeting	8	\$ 1,280	4	\$ 1,070	8	\$ 1,436	8	\$ 2,027	28	\$ 5,813
1.2	Consultant Team Site Visits	32	\$ 4,440	6	\$ 1,380	12	\$ 2,156	8	\$ 1,144	56	\$ 9,320
1.3	Identify Stakeholders for Strategic Business Plan Advisory Committee (SBPAC)	4	\$ 540	-	\$ -	-	\$ -	-	\$ -	4	\$ 540
1.4	Data Gathering & Archival Review	32	\$ 3,920	2	\$ 460	16	\$ 1,952	8	\$ 1,068	58	\$ 7,400
1.5	Project Management Plan	8	\$ 920	-	\$ -	-	\$ -	-	\$ -	8	\$ 920
	<b>Task Total</b>	<b>84</b>	<b>\$ 11,300</b>	<b>12</b>	<b>\$ 2,910</b>	<b>34</b>	<b>\$ 5,544</b>	<b>24</b>	<b>\$ 4,239</b>	<b>144</b>	<b>\$ 23,993</b>
<b>Task 2</b>	<b>Public Outreach Strategy &amp; Initial Outreach</b>										
2.1	Public Outreach Plan	14	\$ 1,830	-	\$ -	-	\$ -	-	\$ -	14	\$ 1,830
2.2	BoHC Mtg 1 - Project and Team Introduction	14	\$ 2,010	-	\$ -	-	\$ -	-	\$ -	14	\$ 2,010
2.3	Contact Potential SBPAC Reps, Confirm Participation	16	\$ 2,080	-	\$ -	-	\$ -	-	\$ -	16	\$ 2,080
2.4	SBPAC Meeting 1 - Project Introduction & Goals	14	\$ 2,010	-	\$ -	-	\$ -	-	\$ -	14	\$ 2,010
2.5	SBPAC & Stakeholder Interviews	38	\$ 5,070	-	\$ -	-	\$ -	-	\$ -	38	\$ 5,070
	<b>Task Total</b>	<b>96</b>	<b>\$ 19,000</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>96</b>	<b>\$ 19,000</b>
<b>Task 3</b>	<b>Public Outreach Events 1 &amp; 2 - Community Priorities for OP &amp; PP</b>										
	<b>Task Total</b>	<b>44</b>	<b>\$ 4,230</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>44</b>	<b>\$ 4,230</b>
<b>Task 4</b>	<b>Existing Infrastructure &amp; Facilities Assessment (Appendix A)</b>										
4.1	Sea Level Rise Best Practices	4	\$ 540	22	\$ 4,500	-	\$ -	-	\$ -	26	\$ 5,040
4.2	Circulation & Parking Assessment	10	\$ 1,330	-	\$ -	40	\$ 4,936	-	\$ -	50	\$ 6,266
4.3	WEIA & Emergency Preparedness	4	\$ 540	-	\$ -	28	\$ 3,184	-	\$ -	32	\$ 3,724
4.4	Marine Infrastructure & Harbor Facilities Assessment	10	\$ 1,390	24	\$ 4,240	-	\$ -	-	\$ -	34	\$ 5,630
4.5	Indigenous Marine Life Restoration Report	8	\$ 1,080	-	\$ -	-	\$ -	40	\$ 8,200	48	\$ 5,280
4.6	SBPAC Meeting 2 - Review Existing Infrastructure & Facilities Assessment	14	\$ 2,010	6	\$ 1,530	6	\$ 774	-	\$ -	26	\$ 4,314
4.7	Prepare Final Existing Infrastructure & Facilities Assessment Document	20	\$ 2,700	24	\$ 4,240	8	\$ 1,236	-	\$ -	52	\$ 8,176
	<b>Task Total</b>	<b>70</b>	<b>\$ 1,490</b>	<b>78</b>	<b>\$ 14,618</b>	<b>82</b>	<b>\$ 10,136</b>	<b>40</b>	<b>\$ 8,200</b>	<b>270</b>	<b>\$ 42,430</b>
<b>Task 5</b>	<b>Financial Conditions Assessment (Appendix B)</b>										
5.1	Economic & Market Trends Analysis	54	\$ 6,330	-	\$ -	-	\$ -	-	\$ -	54	\$ 6,330
5.2	Harbor & Marine Business Demand Analysis & Forecast	46	\$ 5,330	-	\$ -	-	\$ -	-	\$ -	46	\$ 5,330
5.3	Revenue Enhancement Plan	38	\$ 4,570	-	\$ -	-	\$ -	-	\$ -	38	\$ 4,570
5.4	Harbor District Fiscal Analysis & Debt Retirement Plan	46	\$ 5,570	-	\$ -	-	\$ -	-	\$ -	46	\$ 5,570
5.5	Employment Impact Analysis	54	\$ 6,330	-	\$ -	-	\$ -	-	\$ -	54	\$ 6,330
5.6	SBPAC Meeting 3 - Review Financial Conditions Assessment	18	\$ 2,510	-	\$ -	-	\$ -	-	\$ -	18	\$ 2,510
5.7	Prepare Final Financial Conditions Assessment Document	20	\$ 2,700	-	\$ -	-	\$ -	-	\$ -	20	\$ 2,700
5.8	Board of Harbor Commissioners Presentation 2 - Project Update	14	\$ 2,010	-	\$ -	-	\$ -	-	\$ -	14	\$ 2,010
	<b>Task Total</b>	<b>270</b>	<b>\$ 39,350</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>270</b>	<b>\$ 39,350</b>
<b>Task 6</b>	<b>Public Outreach Event 3 - Existing Conditions Presentation</b>										
	<b>Task Total</b>	<b>40</b>	<b>\$ 4,270</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>40</b>	<b>\$ 4,270</b>
<b>Task 7</b>	<b>Sustainable Fisheries Business Plan for Pillar Point Harbor</b>										
7.1	Fishing Industry Stakeholder Interviews	80	\$ 11,340	-	\$ -	-	\$ -	-	\$ -	80	\$ 11,340
7.2	Sustainable Fisheries Analysis	64	\$ 8,080	-	\$ -	-	\$ -	-	\$ -	64	\$ 8,080
7.2	Sustainable Working Waterfront Analysis	60	\$ 7,640	-	\$ -	-	\$ -	-	\$ -	60	\$ 7,640
7.3	Marketing & Outreach Strategies	24	\$ 3,160	-	\$ -	-	\$ -	-	\$ -	24	\$ 3,160
7.4	Management & Operational Strategies	40	\$ 5,120	-	\$ -	-	\$ -	-	\$ -	40	\$ 5,120
7.5	Recommendations	40	\$ 5,320	-	\$ -	-	\$ -	-	\$ -	40	\$ 5,320
7.6	SBPAC Meeting 4 - Review Sustainable Fisheries Business Plan	24	\$ 3,340	-	\$ -	-	\$ -	-	\$ -	24	\$ 3,340
7.7	Prepare Final Sustainable Fisheries Business Plan Document	48	\$ 6,340	-	\$ -	-	\$ -	-	\$ -	48	\$ 6,340
	<b>Task Total</b>	<b>320</b>	<b>\$ 40,120</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>320</b>	<b>\$ 40,120</b>
<b>Task 8</b>	<b>Capital Facilities Plan (CFP)</b>										
8.1	CFP Draft Section 1 - District Wide	20	\$ 2,500	8	\$ 1,520	12	\$ 1,752	4	\$ 534	44	\$ 6,306
8.2	CFP Draft Section 2 - Pillar Point	20	\$ 2,500	14	\$ 2,580	18	\$ 2,428	4	\$ 572	56	\$ 8,280
8.3	CFP Draft Section 3 - Oyster Point Marina / Park	20	\$ 2,500	14	\$ 2,580	18	\$ 2,428	4	\$ 572	56	\$ 8,280
8.4	SBPAC Meeting 5 - Review Capital Facilities Plan	16	\$ 2,240	-	\$ -	-	\$ -	-	\$ -	16	\$ 2,240
8.5	Prepare Final Capital Facilities Plan Document	20	\$ 2,500	12	\$ 2,120	12	\$ 1,752	4	\$ 602	48	\$ 6,974
	<b>Task Total</b>	<b>96</b>	<b>\$ 19,240</b>	<b>46</b>	<b>\$ 8,800</b>	<b>54</b>	<b>\$ 8,756</b>	<b>16</b>	<b>\$ 2,380</b>	<b>212</b>	<b>\$ 32,176</b>
<b>Task 9</b>	<b>Draft Strategic Business Plan (SBP)</b>										
9.1	Develop Preliminary Strategic Business Plan Outline & Style Guide	14	\$ 1,800	-	\$ -	-	\$ -	-	\$ -	14	\$ 1,800
9.2	SBP Admin Draft Section 1 - District Wide Strategic Planning	40	\$ 5,320	-	\$ -	4	\$ 618	2	\$ 284	46	\$ 6,224
9.3	SBP Admin Draft Section 2 - Pillar Point Harbor Strategic Planning	40	\$ 5,320	12	\$ 2,120	6	\$ 876	10	\$ 1,392	68	\$ 7,708
9.4	SBP Admin Draft Section 3 - Oyster Point Marina/Park Strategic Planning	40	\$ 5,320	-	\$ -	6	\$ 876	10	\$ 1,392	66	\$ 7,588
9.5	SBP Admin Draft Section 4 - Consistency w/ Fed, State & Local Plans & Regs.	40	\$ 5,320	-	\$ -	-	\$ -	2	\$ 284	42	\$ 5,604
9.6	SBPAC Meeting 6 - Review Draft Strategic Business Plan	18	\$ 2,410	5	\$ 1,350	-	\$ -	-	\$ -	23	\$ 3,760
9.7	Prepare Strategic Business Plan Public Review Draft	48	\$ 6,080	20	\$ 3,640	6	\$ 876	4	\$ 670	78	\$ 11,246
	<b>Task Total</b>	<b>242</b>	<b>\$ 31,870</b>	<b>37</b>	<b>\$ 7,110</b>	<b>22</b>	<b>\$ 3,244</b>	<b>26</b>	<b>\$ 4,024</b>	<b>227</b>	<b>\$ 45,982</b>
<b>Task 10</b>	<b>Prepare Summary Strategic Business Plan Document</b>										
	<b>Task Total</b>	<b>20</b>	<b>\$ 2,440</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>20</b>	<b>\$ 2,440</b>
<b>Task 11</b>	<b>Public Outreach Event 4 - Public Review Draft</b>										
	<b>Task Total</b>	<b>34</b>	<b>\$ 3,870</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>34</b>	<b>\$ 3,870</b>
<b>Task 12</b>	<b>Final Strategic Plan &amp; Adoption</b>										
12.1	Board of Harbor Commissioners Presentation	14	\$ 2,010	-	\$ -	-	\$ -	-	\$ -	14	\$ 2,010
12.2	Prepare Final Strategic Business Plan	64	\$ 8,480	-	\$ -	-	\$ -	2	\$ 284	66	\$ 8,764
12.3	Board of Harbor Commissioners Adoption	16	\$ 2,340	-	\$ -	-	\$ -	-	\$ -	16	\$ 2,340
	<b>Task Total</b>	<b>94</b>	<b>\$ 12,830</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>2</b>	<b>\$ 284</b>	<b>96</b>	<b>\$ 13,114</b>
<b>BASE PROJECT TOTAL (FIRM)</b>		<b>1,472</b>	<b>\$ 192,620</b>	<b>173</b>	<b>\$ 33,330</b>	<b>212</b>	<b>\$ 29,534</b>	<b>130</b>	<b>\$ 19,031</b>	<b>1,987</b>	<b>\$ 274,515</b>
<b>Associated Task</b>	<b>OPTIONAL TASKS</b>									<b>Project Total w/ Optional Task</b>	
Task 4	Transportation & Parking Data Collection				\$ 20,000					\$	214,515
Task 4	Marine Environmental In-Field Data Collection						\$ 32,000			\$	326,515
Task 5-6	County Board of Supervisors Presentation	\$	2,010							\$	328,525
Task 12	County Board of Supervisors Presentation	\$	2,010							\$	330,535
Task 12	Board of Supervisors Adoption	\$	2,010							\$	332,545

DETAILED BUDGET - LWC

San Mateo Harbor District Strategic Business Plan		Lisa Wise Consulting										BASE PROJECT TOTAL (TASK)			
		Principal		Senior Associate		Senior Researcher		Associate		Travel & Materials				Firm Total	
		\$175		\$125		\$125		\$75		NA					
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Cost	Hrs			Cost	Hrs
<b>Task 1 Project Kickoff Meeting &amp; Initiation</b>															
1.1	Project Kickoff Meeting	4	\$ 700	-	\$ -	-	\$ -	4	\$ 360	\$ 200	8	\$ 1,260	28	\$ 6,813	
1.2	Consultant Team Site Visits	12	\$ 2,100	-	\$ -	8	\$ 1,000	12	\$ 1,140	\$ 400	32	\$ 4,640	50	\$ 9,330	
1.3	Identify Stakeholders for Strategic Business Plan Advisory Committee (SBPAC)	2	\$ 350	-	\$ -	-	\$ -	2	\$ 190	\$ -	4	\$ 540	4	\$ 540	
1.4	Data Gathering & Archival Review	8	\$ 1,400	4	\$ 500	4	\$ 500	16	\$ 1,520	\$ -	32	\$ 3,920	64	\$ 7,400	
1.5	Project Management Plan	2	\$ 350	-	\$ -	-	\$ -	2	\$ 570	\$ -	4	\$ 920	4	\$ 920	
<b>Task Total</b>		<b>28</b>	<b>\$ 4,900</b>	<b>4</b>	<b>\$ 500</b>	<b>12</b>	<b>\$ 1,500</b>	<b>40</b>	<b>\$ 3,600</b>	<b>\$ 400</b>	<b>84</b>	<b>\$ 11,900</b>	<b>163</b>	<b>\$ 23,993</b>	
<b>Task 2 Public Outreach Strategy &amp; Initial Outreach</b>															
2.1	Public Outreach Plan	4	\$ 700	2	\$ 250	4	\$ 500	4	\$ 360	\$ -	14	\$ 1,830	14	\$ 1,830	
2.2	BoHC Mtg 1 - Project and Team Introduction	4	\$ 1,050	-	\$ -	-	\$ -	8	\$ 740	\$ 200	14	\$ 2,010	14	\$ 2,010	
2.3	Contact Potential SBPAC Repts. Confirm Participation	4	\$ 700	-	\$ -	8	\$ 1,000	4	\$ 360	\$ -	16	\$ 2,060	14	\$ 2,060	
2.4	SBPAC Meeting 1 - Project Introduction & Goals	4	\$ 1,050	-	\$ -	-	\$ -	8	\$ 740	\$ 200	14	\$ 2,010	14	\$ 2,010	
2.5	SBPAC & Stakeholder Interviews	16	\$ 2,800	2	\$ 250	4	\$ 500	16	\$ 1,520	\$ -	38	\$ 5,070	38	\$ 5,070	
<b>Task Total</b>		<b>24</b>	<b>\$ 4,340</b>	<b>6</b>	<b>\$ 500</b>	<b>14</b>	<b>\$ 2,000</b>	<b>40</b>	<b>\$ 3,860</b>	<b>\$ 400</b>	<b>76</b>	<b>\$ 13,000</b>	<b>76</b>	<b>\$ 13,000</b>	
<b>Task 3 Public Outreach Events 1 &amp; 2 - Community Priorities for OP &amp; PF</b>															
<b>Task Total</b>		<b>16</b>	<b>\$ 2,800</b>	<b>4</b>	<b>\$ 500</b>	<b>2</b>	<b>\$ 250</b>	<b>24</b>	<b>\$ 2,280</b>	<b>\$ 400</b>	<b>46</b>	<b>\$ 6,230</b>	<b>46</b>	<b>\$ 6,230</b>	
<b>Task 4 Existing Infrastructure &amp; Facilities Assessment (Appendix A)</b>															
4.1	Sea Level Rise Best Practices	2	\$ 350	-	\$ -	-	\$ -	2	\$ 190	\$ -	4	\$ 540	24	\$ 5,040	
4.2	Circulation & Parking Assessment	4	\$ 700	2	\$ 250	-	\$ -	4	\$ 360	\$ -	10	\$ 1,330	50	\$ 4,244	
4.3	WETA & Emergency Preparedness	2	\$ 350	-	\$ -	-	\$ -	2	\$ 190	\$ -	4	\$ 540	32	\$ 3,724	
4.4	Mooring Infrastructure & Harbor Facilities Assessment	4	\$ 700	4	\$ 500	-	\$ -	2	\$ 190	\$ -	10	\$ 1,390	34	\$ 6,430	
4.5	Indigenous Mooring Life Restoration Report	4	\$ 700	-	\$ -	-	\$ -	4	\$ 360	\$ -	8	\$ 1,060	20	\$ 2,114	
4.6	SBPAC Meeting 2 - Review Existing Infrastructure & Facilities Assessment	4	\$ 1,050	-	\$ -	-	\$ -	8	\$ 740	\$ 200	14	\$ 2,010	24	\$ 2,414	
4.7	Prepare Final Existing Infrastructure & Facilities Assessment Document	8	\$ 1,400	4	\$ 500	-	\$ -	8	\$ 740	\$ 40	20	\$ 2,700	52	\$ 6,174	
<b>Task Total</b>		<b>30</b>	<b>\$ 5,240</b>	<b>10</b>	<b>\$ 1,250</b>	<b>-</b>	<b>\$ -</b>	<b>30</b>	<b>\$ 3,890</b>	<b>\$ 240</b>	<b>70</b>	<b>\$ 9,890</b>	<b>86</b>	<b>\$ 42,430</b>	
<b>Task 5 Financial Conditions Assessment (Appendix B)</b>															
5.1	Economic & Market Trends Analysis	6	\$ 1,050	24	\$ 3,000	-	\$ -	24	\$ 2,280	\$ -	54	\$ 6,330	84	\$ 4,330	
5.2	Harbor & Marina Business Demand Analysis & Forecast	4	\$ 1,050	16	\$ 2,000	-	\$ -	24	\$ 2,280	\$ -	44	\$ 5,330	44	\$ 5,330	
5.3	Revenue Enhancement Plan	6	\$ 1,050	16	\$ 2,000	-	\$ -	16	\$ 1,520	\$ -	38	\$ 4,570	38	\$ 4,570	
5.4	Harbor District Fiscal Analysis & Debt Retirement Plan	6	\$ 1,050	24	\$ 3,000	-	\$ -	16	\$ 1,520	\$ -	46	\$ 5,570	46	\$ 5,570	
5.5	Employment Impact Analysis	6	\$ 1,050	24	\$ 3,000	-	\$ -	24	\$ 2,280	\$ -	54	\$ 6,330	84	\$ 4,330	
5.6	SBPAC Meeting 3 - Review Financial Conditions Assessment	6	\$ 1,050	4	\$ 500	-	\$ -	8	\$ 740	\$ 200	18	\$ 2,510	18	\$ 2,510	
5.7	Prepare Final Financial Conditions Assessment Document	8	\$ 1,400	4	\$ 500	-	\$ -	8	\$ 740	\$ 40	20	\$ 2,700	20	\$ 2,700	
5.8	Board of Harbor Commissioners Presentation 2 - Project Update	6	\$ 1,050	-	\$ -	-	\$ -	8	\$ 740	\$ 200	14	\$ 2,010	14	\$ 2,010	
<b>Task Total</b>		<b>60</b>	<b>\$ 6,740</b>	<b>110</b>	<b>\$ 14,000</b>	<b>-</b>	<b>\$ -</b>	<b>138</b>	<b>\$ 18,040</b>	<b>\$ 440</b>	<b>170</b>	<b>\$ 38,340</b>	<b>210</b>	<b>\$ 35,350</b>	
<b>Task 6 Public Outreach Event 3 - Existing Conditions Presentation</b>															
<b>Task Total</b>		<b>8</b>	<b>\$ 1,400</b>	<b>4</b>	<b>\$ 500</b>	<b>-</b>	<b>\$ -</b>	<b>16</b>	<b>\$ 1,520</b>	<b>\$ 400</b>	<b>28</b>	<b>\$ 3,820</b>	<b>28</b>	<b>\$ 4,174</b>	
<b>Task 7 Sustainable Fisheries Business Plan for Pillar Point Harbor</b>															
7.1	Rating Industry Stakeholder Interviews	32	\$ 5,600	8	\$ 1,000	32	\$ 4,000	8	\$ 740	\$ -	80	\$ 11,340	80	\$ 11,340	
7.2	Sustainable Fisheries Analysis	14	\$ 2,800	8	\$ 1,000	16	\$ 2,000	24	\$ 2,280	\$ -	64	\$ 8,080	64	\$ 8,080	
7.3	Sustainable Working Waterfront Analysis	20	\$ 3,500	8	\$ 1,000	4	\$ 500	28	\$ 2,640	\$ -	60	\$ 7,640	60	\$ 7,640	
7.4	Marketing & Outreach Strategies	8	\$ 1,400	8	\$ 1,000	-	\$ -	8	\$ 740	\$ -	24	\$ 3,140	24	\$ 3,140	
7.5	Management & Operational Strategies	12	\$ 2,100	4	\$ 500	8	\$ 1,000	16	\$ 1,520	\$ -	40	\$ 5,120	40	\$ 5,120	
7.6	Recommendations	16	\$ 2,800	4	\$ 500	4	\$ 500	16	\$ 1,520	\$ -	40	\$ 5,320	40	\$ 5,320	
7.7	SBPAC Meeting 4 - Review Sustainable Fisheries Business Plan	8	\$ 1,400	4	\$ 500	4	\$ 500	8	\$ 740	\$ 200	24	\$ 3,340	24	\$ 3,340	
7.8	Prepare Final Sustainable Fisheries Business Plan Document	16	\$ 2,800	8	\$ 1,000	8	\$ 1,000	16	\$ 1,520	\$ 40	48	\$ 6,340	48	\$ 6,340	
<b>Task Total</b>		<b>128</b>	<b>\$ 22,800</b>	<b>62</b>	<b>\$ 8,000</b>	<b>76</b>	<b>\$ 9,660</b>	<b>124</b>	<b>\$ 17,760</b>	<b>\$ 240</b>	<b>300</b>	<b>\$ 44,720</b>	<b>300</b>	<b>\$ 50,650</b>	
<b>Task 8 Capital Facilities Plan (CFP)</b>															
8.1	CPF Draft Section 1 - District Wide	6	\$ 1,050	4	\$ 500	-	\$ -	10	\$ 950	\$ -	20	\$ 2,500	44	\$ 4,304	
8.2	CPF Draft Section 2 - Pillar Point	6	\$ 1,050	4	\$ 500	-	\$ -	10	\$ 950	\$ -	20	\$ 2,500	44	\$ 4,304	
8.3	CPF Draft Section 3 - Oyster Point Marina / Park	6	\$ 1,050	4	\$ 500	-	\$ -	10	\$ 950	\$ -	20	\$ 2,500	44	\$ 4,304	
8.4	SBPAC Meeting 5 - Review Capital Facilities Plan	6	\$ 1,050	2	\$ 250	-	\$ -	8	\$ 740	\$ 200	16	\$ 2,240	16	\$ 2,240	
8.5	Prepare Final Capital Facilities Plan Document	6	\$ 1,050	4	\$ 500	-	\$ -	10	\$ 950	\$ -	20	\$ 2,500	48	\$ 4,974	
<b>Task Total</b>		<b>30</b>	<b>\$ 5,250</b>	<b>18</b>	<b>\$ 2,240</b>	<b>-</b>	<b>\$ -</b>	<b>48</b>	<b>\$ 4,640</b>	<b>\$ 200</b>	<b>76</b>	<b>\$ 12,414</b>	<b>76</b>	<b>\$ 12,414</b>	
<b>Task 9 Draft Strategic Business Plan (SBP)</b>															
9.1	Develop Preliminary Strategic Business Plan Outline & Style Guide	2	\$ 350	4	\$ 500	-	\$ -	10	\$ 950	\$ -	16	\$ 1,800	16	\$ 1,800	
9.2	SBP Admin Draft Section 1 - District Wide Strategic Planning	16	\$ 2,800	8	\$ 1,000	-	\$ -	16	\$ 1,520	\$ -	40	\$ 5,320	44	\$ 6,224	
9.3	SBP Admin Draft Section 2 - Pillar Point Harbor Strategic Planning	16	\$ 2,800	8	\$ 1,000	-	\$ -	16	\$ 1,520	\$ -	40	\$ 5,320	44	\$ 6,224	
9.4	SBP Admin Draft Section 3 - Oyster Point Marina/Park Strategic Planning	16	\$ 2,800	8	\$ 1,000	-	\$ -	16	\$ 1,520	\$ -	40	\$ 5,320	44	\$ 6,224	
9.5	SBP Admin Draft Section 4 - Consistency w/ Fed, State & Local Plans & Regs.	16	\$ 2,800	8	\$ 1,000	-	\$ -	16	\$ 1,520	\$ -	40	\$ 5,320	44	\$ 6,224	
9.6	SBPAC Meeting 6 - Review Draft Strategic Business Plan	8	\$ 1,400	2	\$ 250	-	\$ -	8	\$ 740	\$ -	18	\$ 2,410	24	\$ 3,140	
9.7	Prepare Strategic Business Plan Public Review Draft	16	\$ 2,800	8	\$ 1,000	-	\$ -	24	\$ 2,280	\$ -	48	\$ 6,080	76	\$ 11,244	
<b>Task Total</b>		<b>96</b>	<b>\$ 14,760</b>	<b>46</b>	<b>\$ 6,700</b>	<b>-</b>	<b>\$ -</b>	<b>188</b>	<b>\$ 18,510</b>	<b>\$ -</b>	<b>242</b>	<b>\$ 37,870</b>	<b>242</b>	<b>\$ 48,870</b>	
<b>Task 10 Prepare Summary Strategic Business Plan Document</b>															
<b>Task Total</b>		<b>8</b>	<b>\$ 1,400</b>	<b>4</b>	<b>\$ 500</b>	<b>-</b>	<b>\$ -</b>	<b>8</b>	<b>\$ 740</b>	<b>\$ -</b>	<b>20</b>	<b>\$ 2,640</b>	<b>20</b>	<b>\$ 2,640</b>	
<b>Task 11 Public Outreach Event 4 - Public Review Draft</b>															
<b>Task Total</b>		<b>8</b>	<b>\$ 1,400</b>	<b>2</b>	<b>\$ 250</b>	<b>-</b>	<b>\$ -</b>	<b>16</b>	<b>\$ 1,520</b>	<b>\$ 400</b>	<b>26</b>	<b>\$ 3,570</b>	<b>26</b>	<b>\$ 3,570</b>	
<b>Task 12 Final Strategic Plan &amp; Adoption</b>															
12.1	Board of Harbor Commissioners Presentation	4	\$ 1,050	-	\$ -	-	\$ -	8	\$ 740	\$ 200	14	\$ 2,010	14	\$ 2,010	
12.2	Prepare Final Strategic Business Plan	16	\$ 2,800	16	\$ 2,000	8	\$ 1,000	24	\$ 2,280	\$ 400	64	\$ 8,480	44	\$ 8,744	
12.3	Board of Harbor Commissioners Adoption	8	\$ 1,400	-	\$ -	-	\$ -	8	\$ 740	\$ 200	16	\$ 2,340	16	\$ 2,340	
<b>Task Total</b>		<b>30</b>	<b>\$ 5,240</b>	<b>16</b>	<b>\$ 2,000</b>	<b>8</b>	<b>\$ 1,000</b>	<b>40</b>	<b>\$ 3,960</b>	<b>\$ 600</b>	<b>94</b>	<b>\$ 15,850</b>	<b>70</b>	<b>\$ 19,134</b>	
<b>BASE PROJECT TOTAL (STAFF)</b>		<b>442</b>	<b>\$ 80,650</b>	<b>278</b>	<b>\$ 34,300</b>	<b>114</b>	<b>\$ 14,250</b>	<b>622</b>	<b>\$ 58,150</b>	<b>\$ 4,170</b>	<b>1,472</b>	<b>\$ 192,672</b>	<b>1,987</b>	<b>\$ 274,515</b>	



DETAILED BUDGET - M&N

San Mateo Harbor District Strategic Business Plan		McGrath & Nichol Engineers								BASE PROJECT TOTAL (TASK)		
		Supervising Engineer		Engineer III		Engineer I		Travel & Materials	Firm Total		Hrs	Cost
		\$230		\$195		\$150		NA				
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Cost	Hrs	Cost		
<b>Task 1</b>	<b>Project Kickoff Meeting &amp; Initiation</b>											
1.1	Project Kickoff Meeting	4	\$ 920	-	\$ -	-	\$ -	\$ 150	4	\$ 1,070	28	\$ 5,813
1.2	Consultant Team Site Visits	6	\$ 1,380	-	\$ -	-	\$ -	\$ -	6	\$ 1,380	58	\$ 9,320
1.3	Identify Stakeholders for Strategic Business Plan Advisory Committee (SBPAC)	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	4	\$ 540
1.4	Data Gathering & Archival Review	2	\$ 460	-	\$ -	-	\$ -	\$ -	2	\$ 460	89	\$ 7,400
1.5	Project Management Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	8	\$ 920
	<b>Task Total</b>	<b>12</b>	<b>\$ 2,760</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 150</b>	<b>12</b>	<b>\$ 2,910</b>	<b>186</b>	<b>\$ 23,993</b>
<b>Task 2</b>	<b>Public Outreach Strategy &amp; Initial Outreach</b>											
2.1	Public Outreach Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 1,830
2.2	BoHC Mtg 1 – Project and Team Introduction	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010
2.3	Contact Potential SBPAC Reps, Confirm Participation	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	16	\$ 2,060
2.4	SBPAC Meeting 1 – Project Introduction & Goals	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010
2.5	SBPAC & Stakeholder Interviews	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	30	\$ 5,070
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>76</b>	<b>\$ 13,000</b>
<b>Task 3</b>	<b>Public Outreach Events 1 &amp; 2 – Community Priorities for OP &amp; PP</b>											
		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	46	\$ 6,230
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>46</b>	<b>\$ 6,230</b>
<b>Task 4</b>	<b>Existing Infrastructure &amp; Facilities Assessment (Appendix A)</b>											
4.1	Sea Level Rise Best Practices	6	\$ 1,380	16	\$ 3,120	-	\$ -	\$ -	22	\$ 4,500	26	\$ 5,040
4.2	Circulation & Parking Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	30	\$ 4,244
4.3	WEIA & Emergency Preparedness	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	32	\$ 3,724
4.4	Marine Infrastructure & Harbor Facilities Assessment	8	\$ 1,840	-	\$ -	16	\$ 2,400	\$ -	24	\$ 4,240	34	\$ 5,430
4.5	Indigenous Marine Life Restoration Report	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	48	\$ 6,280
4.6	SBPAC Meeting 2 - Review Existing Infrastructure & Facilities Assessment	4	\$ 1,380	-	\$ -	-	\$ -	\$ 150	6	\$ 1,530	24	\$ 4,214
4.7	Prepare Final Existing Infrastructure & Facilities Assessment Document	8	\$ 1,840	-	\$ -	16	\$ 2,400	\$ -	24	\$ 4,240	52	\$ 8,174
	<b>Task Total</b>	<b>20</b>	<b>\$ 6,440</b>	<b>16</b>	<b>\$ 3,120</b>	<b>32</b>	<b>\$ 4,800</b>	<b>\$ 150</b>	<b>74</b>	<b>\$ 14,570</b>	<b>286</b>	<b>\$ 42,430</b>
<b>Task 5</b>	<b>Financial Conditions Assessment (Appendix B)</b>											
5.1	Economic & Market Trends Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	54	\$ 6,330
5.2	Harbor & Marina Business Demand Analysis & Forecast	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	46	\$ 5,330
5.3	Revenue Enhancement Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	38	\$ 4,570
5.4	Harbor District Fiscal Analysis & Debt Retirement Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	46	\$ 5,570
5.5	Employment Impact Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	54	\$ 6,330
5.6	SBPAC Meeting 3 - Review Financial Conditions Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	18	\$ 2,310
5.7	Prepare Final Financial Conditions Assessment Document	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	20	\$ 2,700
5.8	Board of Harbor Commissioners Presentation 2 – Project Update	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>270</b>	<b>\$ 35,850</b>
<b>Task 6</b>	<b>Public Outreach Event 3 – Existing Conditions Presentation</b>											
		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 5,174
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>40</b>	<b>\$ 5,174</b>
<b>Task 7</b>	<b>Sustainable Fisheries Business Plan for Pillar Point Harbor</b>											
7.1	Fishing Industry Stakeholder Interviews	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	80	\$ 11,240
7.2	Sustainable Fisheries Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	88	\$ 9,080
7.3	Sustainable Working Waterfront Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 7,440
7.4	Working & Outreach Strategies	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 3,160
7.5	Management & Operational Strategies	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 5,120
7.6	Recommendations	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 5,220
7.7	SBPAC Meeting 4 - Review Sustainable Fisheries Business Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 3,240
7.8	Prepare Final Sustainable Fisheries Business Plan Document	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	48	\$ 6,240
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>280</b>	<b>\$ 39,420</b>
<b>Task 8</b>	<b>Capital Facilities Plan (CFP)</b>											
8.1	CFP Draft Section 1 – District Wide	4	\$ 920	-	\$ -	4	\$ 600	\$ -	8	\$ 1,520	88	\$ 4,304
8.2	CFP Draft Section 2 - Pillar Point	6	\$ 1,380	-	\$ -	8	\$ 1,200	\$ -	14	\$ 2,580	66	\$ 9,280
8.3	CFP Draft Section 3 - Oyster Point Marina / Park	6	\$ 1,380	-	\$ -	8	\$ 1,200	\$ -	14	\$ 2,580	66	\$ 9,280
8.4	SBPAC Meeting 5 - Review Capital Facilities Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	16	\$ 2,160
8.5	Prepare Final Capital Facilities Plan Document	4	\$ 920	-	\$ -	8	\$ 1,200	\$ -	12	\$ 2,120	48	\$ 6,974
	<b>Task Total</b>	<b>20</b>	<b>\$ 6,440</b>	<b>-</b>	<b>\$ -</b>	<b>20</b>	<b>\$ 4,200</b>	<b>\$ -</b>	<b>48</b>	<b>\$ 9,800</b>	<b>270</b>	<b>\$ 33,100</b>
<b>Task 9</b>	<b>Draft Strategic Business Plan (SBP)</b>											
9.1	Develop Preliminary Strategic Business Plan Outline & Style Guide	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	16	\$ 1,000
9.2	SBP Admin Draft Section 1 – District Wide Strategic Planning	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	46	\$ 6,224
9.3	SBP Admin Draft Section 2 – Pillar Point Harbor Strategic Planning	4	\$ 920	-	\$ -	8	\$ 1,200	\$ -	12	\$ 2,120	68	\$ 9,708
9.4	SBP Admin Draft Section 3 – Oyster Point Marina/Park Strategic Planning	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	54	\$ 7,584
9.5	SBP Admin Draft Section 4 – Consistency w/ Fed, State & Local Plans & Regs.	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	42	\$ 5,404
9.6	SBPAC Meeting 6 - Review Draft Strategic Business Plan	5	\$ 1,150	-	\$ -	-	\$ -	\$ 200	5	\$ 1,350	23	\$ 3,760
9.7	Prepare Strategic Business Plan Public Review Draft	8	\$ 1,840	-	\$ -	12	\$ 1,800	\$ -	20	\$ 3,640	78	\$ 11,264
	<b>Task Total</b>	<b>17</b>	<b>\$ 3,910</b>	<b>-</b>	<b>\$ -</b>	<b>20</b>	<b>\$ 3,000</b>	<b>\$ 200</b>	<b>37</b>	<b>\$ 7,110</b>	<b>319</b>	<b>\$ 45,932</b>
<b>Task 10</b>	<b>Prepare Summary Strategic Business Plan Document</b>											
		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	20	\$ 2,640
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>20</b>	<b>\$ 2,640</b>
<b>Task 11</b>	<b>Public Outreach Event 4 - Public Review Draft</b>											
		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	26	\$ 3,570
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>26</b>	<b>\$ 3,570</b>
<b>Task 12</b>	<b>Final Strategic Plan &amp; Adoption</b>											
12.1	Board of Harbor Commissioners Presentation	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010
12.2	Prepare Final Strategic Business Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	46	\$ 6,744
12.3	Board of Harbor Commissioners Adoption	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	16	\$ 2,160
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>76</b>	<b>\$ 10,914</b>
<b>BASE PROJECT TOTAL (\$1M)</b>		<b>77</b>	<b>\$ 17,710</b>	<b>16</b>	<b>\$ 3,120</b>	<b>60</b>	<b>\$ 12,000</b>	<b>\$ 500</b>	<b>173</b>	<b>\$ 33,330</b>	<b>1,987</b>	<b>\$ 274,515</b>

DETAILED BUDGET - N\N

San Mateo Harbor District Strategic Business Plan		Nelson \ Nygaard Transportation Engineers								BASE PROJECT TOTAL (TASK)		
		Principal IV		Associate Project Planner		Intern		Travel & Materials	Firm Total			
		\$180		\$129		\$50		NA				
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Cost	Hrs	Cost	Hrs	Cost
<b>Task 1</b>	<b>Project Kickoff Meeting &amp; Initiation</b>											
1.1	Project Kickoff Meeting	4	\$ 720	4	\$ 516	-	\$ -	\$ 200	8	\$ 1,436	20	\$ 5,813
1.2	Consultant Team Site Visits	8	\$ 1,440	4	\$ 516	-	\$ -	\$ 200	12	\$ 2,156	60	\$ 1,320
1.3	Identify Stakeholders for Strategic Business Plan Advisory Committee (SBPAC)	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	4	\$ 540
1.4	Data Gathering & Archival Review	4	\$ 720	8	\$ 1,032	4	\$ 200	\$ -	16	\$ 1,952	60	\$ 7,400
1.5	Project Management Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	8	\$ 920
	<b>Task Total</b>	<b>16</b>	<b>\$ 2,880</b>	<b>16</b>	<b>\$ 2,064</b>	<b>4</b>	<b>\$ 200</b>	<b>\$ 400</b>	<b>36</b>	<b>\$ 6,846</b>	<b>164</b>	<b>\$ 23,973</b>
<b>Task 2</b>	<b>Public Outreach Strategy &amp; Initial Outreach</b>											
2.1	Public Outreach Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 1,830
2.2	BoHC Mtg 1 – Project and Team Introduction	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010
2.3	Contact Potential SBPAC Reprs. Confirm Participation	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	16	\$ 2,040
2.4	SBPAC Meeting 1 – Project Introduction & Goals	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010
2.5	SBPAC & Stakeholder Interviews	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	38	\$ 4,870
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>96</b>	<b>\$ 12,020</b>
<b>Task 3</b>	<b>Public Outreach Events 1 &amp; 2 – Community Priorities for OP &amp; PF</b>											
		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	44	\$ 6,230
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>44</b>	<b>\$ 6,230</b>
<b>Task 4</b>	<b>Existing Infrastructure &amp; Facilities Assessment (Appendix A)</b>											
4.1	Sea Level Rise Best Practices	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 5,040
4.2	Circulation & Parking Assessment	8	\$ 1,440	24	\$ 3,096	8	\$ 400	\$ -	40	\$ 4,936	50	\$ 6,244
4.3	WEIA & Emergency Preparedness	4	\$ 720	16	\$ 2,064	8	\$ 400	\$ -	28	\$ 3,184	32	\$ 3,724
4.4	Marine Infrastructure & Harbor Facilities Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	34	\$ 5,430
4.5	Indigenous Marine Life Restoration Report	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	48	\$ 5,280
4.6	SBPAC Meeting 2 - Review Existing Infrastructure & Facilities Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 4,314
4.7	Prepare Final Existing Infrastructure & Facilities Assessment Document	4	\$ 720	4	\$ 516	-	\$ -	\$ -	8	\$ 1,236	52	\$ 8,174
	<b>Task Total</b>	<b>16</b>	<b>\$ 2,880</b>	<b>50</b>	<b>\$ 6,656</b>	<b>16</b>	<b>\$ 800</b>	<b>\$ -</b>	<b>82</b>	<b>\$ 10,196</b>	<b>288</b>	<b>\$ 42,630</b>
<b>Task 5</b>	<b>Financial Conditions Assessment (Appendix B)</b>											
5.1	Economic & Market Trends Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	54	\$ 6,330
5.2	Harbor & Marina Business Demand Analysis & Forecast	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	46	\$ 5,330
5.3	Revenue Enhancement Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	38	\$ 4,570
5.4	Harbor District Fiscal Analysis & Debt Retirement Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	44	\$ 5,270
5.5	Employment Impact Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	64	\$ 8,330
5.6	SBPAC Meeting 3 - Review Financial Conditions Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	18	\$ 2,810
5.7	Prepare Final Financial Conditions Assessment Document	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	20	\$ 2,700
5.8	Board of Harbor Commissioners Presentation 2 - Project Update	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>290</b>	<b>\$ 35,350</b>
<b>Task 6</b>	<b>Public Outreach Event 3 – Existing Conditions Presentation</b>											
		6	\$ 1,080	6	\$ 774	-	\$ -	\$ -	12	\$ 1,854	40	\$ 5,474
	<b>Task Total</b>	<b>6</b>	<b>\$ 1,080</b>	<b>6</b>	<b>\$ 774</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>12</b>	<b>\$ 1,854</b>	<b>40</b>	<b>\$ 5,474</b>
<b>Task 7</b>	<b>Sustainable Fisheries Business Plan for Pillar Point Harbor</b>											
7.1	Fishing Industry Stakeholder Interviews	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	80	\$ 11,060
7.2	Sustainable Fisheries Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	48	\$ 6,080
7.3	Sustainable Working Waterfront Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	60	\$ 7,640
7.4	Marketing & Outreach Strategies	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	28	\$ 3,160
7.5	Management & Operational Strategies	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 5,120
7.6	Recommendations	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 5,320
7.7	SBPAC Meeting 4 - Review Sustainable Fisheries Business Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 3,360
7.8	Prepare Final Sustainable Fisheries Business Plan Document	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	48	\$ 6,360
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>280</b>	<b>\$ 36,420</b>
<b>Task 8</b>	<b>Capital Facilities Plan (CFP)</b>											
8.1	CFP Draft Section 1 - District Wide	4	\$ 720	8	\$ 1,032	-	\$ -	\$ -	12	\$ 1,752	44	\$ 6,304
8.2	CFP Draft Section 2 - Pillar Point	6	\$ 1,080	12	\$ 1,548	-	\$ -	\$ -	18	\$ 2,628	64	\$ 8,280
8.3	CFP Draft Section 3 - Oyster Point Marina / Park	6	\$ 1,080	12	\$ 1,548	-	\$ -	\$ -	18	\$ 2,628	64	\$ 8,280
8.4	SBPAC Meeting 5 - Review Capital Facilities Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,240
8.5	Prepare Final Capital Facilities Plan Document	4	\$ 720	8	\$ 1,032	-	\$ -	\$ -	12	\$ 1,752	48	\$ 6,974
	<b>Task Total</b>	<b>20</b>	<b>\$ 3,600</b>	<b>40</b>	<b>\$ 5,160</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>60</b>	<b>\$ 9,740</b>	<b>220</b>	<b>\$ 32,160</b>
<b>Task 9</b>	<b>Draft Strategic Business Plan (SBP)</b>											
9.1	Develop Preliminary Strategic Business Plan Outline & Style Guide	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	16	\$ 1,800
9.2	SBP Admin Draft Section 1 - District Wide Strategic Planning	2	\$ 360	2	\$ 258	-	\$ -	\$ -	4	\$ 618	44	\$ 6,244
9.3	SBP Admin Draft Section 2 - Pillar Point Harbor Strategic Planning	2	\$ 360	4	\$ 516	-	\$ -	\$ -	6	\$ 876	48	\$ 6,708
9.4	SBP Admin Draft Section 3 - Oyster Point Marina/Park Strategic Planning	2	\$ 360	4	\$ 516	-	\$ -	\$ -	6	\$ 876	64	\$ 7,688
9.5	SBP Admin Draft Section 4 - Consistency w/ Fed, State & Local Plans & Regs.	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	42	\$ 4,604
9.6	SBPAC Meeting 6 - Review Draft Strategic Business Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 3,740
9.7	Prepare Strategic Business Plan Public Review Draft	2	\$ 360	4	\$ 516	-	\$ -	\$ -	6	\$ 876	78	\$ 11,264
	<b>Task Total</b>	<b>8</b>	<b>\$ 1,440</b>	<b>16</b>	<b>\$ 1,804</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>22</b>	<b>\$ 3,344</b>	<b>224</b>	<b>\$ 45,952</b>
<b>Task 10</b>	<b>Prepare Summary Strategic Business Plan Document</b>											
		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	20	\$ 2,440
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>20</b>	<b>\$ 2,440</b>
<b>Task 11</b>	<b>Public Outreach Event 4 - Public Review Draft</b>											
		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 3,570
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>24</b>	<b>\$ 3,570</b>
<b>Task 12</b>	<b>Final Strategic Plan &amp; Adoption</b>											
12.1	Board of Harbor Commissioners Presentation	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010
12.2	Prepare Final Strategic Business Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	46	\$ 6,764
12.3	Board of Harbor Commissioners Adoption	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,360
	<b>Task Total</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>74</b>	<b>\$ 10,134</b>
<b>BASE PROJECT TOTAL (STAFF)</b>		<b>46</b>	<b>\$ 11,880</b>	<b>126</b>	<b>\$ 16,254</b>	<b>20</b>	<b>\$ 1,000</b>	<b>\$ 400</b>	<b>212</b>	<b>\$ 29,534</b>	<b>1,937</b>	<b>\$ 274,515</b>



DETAILED BUDGET - TENERA

San Mateo Harbor District Strategic Business Plan		Tenera Environmental										BASE PROJECT TOTAL (TASK)		
		Director		Project Scientist & Manager		Senior Scientist		Travel & Materials		Firm Total		Hrs	Cost	
		\$192		\$143		\$124		NA						
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Cost	Hrs	Cost	Hrs	Cost		
<b>Task 1 Project Kickoff Meeting &amp; Initiation</b>														
1.1	Project Kickoff Meeting	-	\$ -	8	\$ 1,144	-	\$ -	\$ 883	8	\$ 2,027	20	\$ 5,813		
1.2	Consultant Team Site Visits	-	\$ -	8	\$ 1,144	-	\$ -	\$ -	8	\$ 1,144	58	\$ 7,320		
1.3	Identify Stakeholders for Strategic Business Plan Advisory Committee (SBPAC)	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	4	\$ 540		
1.4	Data Gathering & Archival Review	-	\$ -	4	\$ 572	4	\$ 476	\$ -	8	\$ 1,068	58	\$ 7,400		
1.5	Project Management Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	8	\$ 920		
<b>Task Total</b>		-	\$ -	20	\$ 2,840	4	\$ 476	\$ 883	24	\$ 4,239	156	\$ 23,913		
<b>Task 2 Public Outreach Strategy &amp; Initial Outreach</b>														
2.1	Public Outreach Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 1,830		
2.2	BoHC Mtg 1 - Project and Team Introduction	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010		
2.3	Contact Potential SBPAC Reps, Confirm Participation	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,080		
2.4	SBPAC Meeting 1 - Project Introduction & Goals	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010		
2.5	SBPAC & Stakeholder Interviews	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	38	\$ 6,070		
<b>Task Total</b>		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	94	\$ 13,600		
<b>Task 3 Public Outreach Events 1 &amp; 2 - Community Priorities for OP &amp; PF</b>														
<b>Task Total</b>		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	44	\$ 4,230		
<b>Task 4 Existing Infrastructure &amp; Facilities Assessment (Appendix A)</b>														
4.1	Sea Level Rise Best Practices	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 5,040		
4.2	Circulation & Parking Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	50	\$ 6,244		
4.3	WETA & Emergency Preparedness	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	32	\$ 3,724		
4.4	Marine Infrastructure & Harbor Facilities Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	34	\$ 6,630		
4.5	Indigenous Marine Life Restoration Report	-	\$ -	40	\$ 5,720	20	\$ 2,480	\$ -	60	\$ 8,200	68	\$ 9,280		
4.6	SBPAC Meeting 2 - Review Existing Infrastructure & Facilities Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 4,314		
4.7	Prepare Final Existing Infrastructure & Facilities Assessment Document	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	82	\$ 8,174		
<b>Task Total</b>		-	\$ -	40	\$ 5,720	20	\$ 2,480	\$ -	40	\$ 4,200	308	\$ 42,650		
<b>Task 5 Financial Conditions Assessment (Appendix B)</b>														
5.1	Economic & Market Trends Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	64	\$ 4,530		
5.2	Harbor & Marina Business Demand Analysis & Forecast	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	44	\$ 6,250		
5.3	Revenue Enhancement Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	38	\$ 4,570		
5.4	Harbor District Fiscal Analysis & Debt Retirement Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	44	\$ 5,570		
5.5	Employment Impact Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	54	\$ 6,230		
5.6	SBPAC Meeting 3 - Review Financial Conditions Assessment	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	18	\$ 2,510		
5.7	Prepare Final Financial Conditions Assessment Document	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	20	\$ 2,700		
5.8	Board of Harbor Commissioners Presentation 2 - Project Update	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010		
<b>Task Total</b>		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	240	\$ 37,150		
<b>Task 6 Public Outreach Event 3 - Existing Conditions Presentation</b>														
<b>Task Total</b>		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 4,474		
<b>Task 7 Sustainable Fisheries Business Plan for Pillar Point Harbor</b>														
7.1	Fishing Industry Stakeholder Interviews	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	80	\$ 11,240		
7.2	Sustainable Fisheries Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	44	\$ 6,080		
7.3	Sustainable Working Waterfront Analysis	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 7,440		
7.4	Marketing & Outreach Strategies	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 3,160		
7.5	Management & Operational Strategies	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 5,120		
7.6	Recommendations	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	40	\$ 5,320		
7.7	SBPAC Meeting 4 - Review Sustainable Fisheries Business Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	24	\$ 3,840		
7.8	Prepare Final Sustainable Fisheries Business Plan Document	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	48	\$ 4,440		
<b>Task Total</b>		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	340	\$ 56,420		
<b>Task 8 Capital Facilities Plan (CFP)</b>														
8.1	CFP Draft Section 1 - District Wide	-	\$ -	2	\$ 284	2	\$ 248	\$ -	4	\$ 534	44	\$ 4,204		
8.2	CFP Draft Section 2 - Pillar Point	-	\$ -	4	\$ 572	-	\$ -	\$ -	4	\$ 572	64	\$ 8,200		
8.3	CFP Draft Section 3 - Oyster Point Marina / Park	-	\$ -	4	\$ 572	-	\$ -	\$ -	4	\$ 572	64	\$ 8,200		
8.4	SBPAC Meeting 5 - Review Capital Facilities Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,240		
8.5	Prepare Final Capital Facilities Plan Document	1	\$ 192	2	\$ 284	1	\$ 124	\$ -	4	\$ 400	48	\$ 4,974		
<b>Task Total</b>		1	\$ 192	15	\$ 1,914	3	\$ 372	\$ -	12	\$ 1,204	220	\$ 27,100		
<b>Task 9 Draft Strategic Business Plan (SBP)</b>														
9.1	Develop Preliminary Strategic Business Plan Outline & Style Guide	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	16	\$ 1,800		
9.2	SBP Admin Draft Section 1 - District Wide Strategic Planning	-	\$ -	2	\$ 284	2	\$ 248	\$ -	2	\$ 286	44	\$ 4,244		
9.3	SBP Admin Draft Section 2 - Pillar Point Harbor Strategic Planning	-	\$ -	8	\$ 1,144	2	\$ 248	\$ -	10	\$ 1,392	48	\$ 9,768		
9.4	SBP Admin Draft Section 3 - Oyster Point Marina/Park Strategic Planning	-	\$ -	8	\$ 1,144	2	\$ 248	\$ -	10	\$ 1,392	64	\$ 7,888		
9.5	SBP Admin Draft Section 4 - Consistency w/ Fed, State & Local Plans & Regs.	-	\$ -	2	\$ 286	-	\$ -	\$ -	2	\$ 286	42	\$ 6,404		
9.6	SBPAC Meeting 6 - Review Draft Strategic Business Plan	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	23	\$ 3,740		
9.7	Prepare Strategic Business Plan Public Review Draft	2	\$ 384	2	\$ 284	-	\$ -	\$ -	4	\$ 470	78	\$ 11,244		
<b>Task Total</b>		2	\$ 384	25	\$ 3,144	6	\$ 496	\$ -	20	\$ 2,021	329	\$ 46,792		
<b>Task 10 Prepare Summary Strategic Business Plan Document</b>														
<b>Task Total</b>		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	20	\$ 2,440		
<b>Task 11 Public Outreach Event 4 - Public Review Draft</b>														
<b>Task Total</b>		-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	34	\$ 3,570		
<b>Task 12 Final Strategic Plan &amp; Adoption</b>														
12.1	Board of Harbor Commissioners Presentation	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,010		
12.2	Prepare Final Strategic Business Plan	-	\$ -	2	\$ 284	-	\$ -	\$ -	2	\$ 284	44	\$ 6,244		
12.3	Board of Harbor Commissioners Adoption	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -	14	\$ 2,840		
<b>Task Total</b>		-	\$ -	2	\$ 284	-	\$ -	\$ -	2	\$ 284	74	\$ 10,134		
<b>BASE PROJECT TOTAL (S1A1)</b>		3	\$ 576	94	\$ 13,728	31	\$ 3,844	\$ 883	130	\$ 19,031	1,987	\$ 276,515		



**lisa wise consulting, inc.**

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 F: 805-595-1978  
[lisa@lisawiseconsulting.com](mailto:lisa@lisawiseconsulting.com)

79206

**Invoice**

Peter Grenell, General Manager  
 San Mateo Harbor District  
 400 Oyster Point Blvd., Suite 300  
 South San Francisco, CA 94080  
 email: [pgrenell@smharbor.com](mailto:pgrenell@smharbor.com)

P.O. #: 243  
 Acct. #: 103.760.030 1895.9  
201.760.030 6265.9  
301.760.030 6265.9

Pay Amt: 14,427.75  
 Approved: \_\_\_\_\_  
 Dir. Fin. \_\_\_\_\_  
 Dept. PPH: \_\_\_\_\_  
 Dept. OPM: \_\_\_\_\_  
 Gen. Mgr. \_\_\_\_\_  
 Notes: \_\_\_\_\_

**DATE** **INVOICE**  
 11/25/2014 1945

**PROJECT**

**PROFESSIONAL SERVICES THROUGH**

San Mateo County Harbor District Strategic Business Plan

October 31, 2014

Description	% of Task Complete	Budget	Billed to Date	Current Billing
<b>Task 1 - Project Initiation</b>	<b>100%</b>	\$ 23,993	\$ 23,993.00	\$ -
<b>Task 2 - Public Outreach Strategy and Initial Outreach</b>	<b>100%</b>	\$ 13,000	\$ 10,386.25	\$ 2,613.75
<b>Task 3 - Public Outreach Events 1 and 2</b>	<b>100%</b>	\$ 6,230	\$ 6,230.00	\$ -
<b>Task 4 - Existing Infrastructure and Facilities Assessment</b>	<b>38%</b>	\$ 42,430	\$ 12,310.50	\$ 3,876.50
<b>Task 5 - Financial Conditions Assessment</b>	<b>26%</b>	\$ 35,350	\$ 3,879.00	\$ 5,350.00
<b>Task 6 - Public Outreach Event 3</b>	<b>53%</b>	\$ 5,674	\$ 750.00	\$ 2,237.50
<b>Task 7 - Sustainable Fisheries Business Plan for PPH</b>	<b>29%</b>	\$ 50,420	\$ 14,397.50	\$ 350.00
<b>Task 8 - Capital Facilities Plan</b>	<b>0%</b>	\$ 32,100	\$ -	\$ -
<b>Task 9 - Draft Strategic Business Plan</b>	<b>2%</b>	\$ 45,952	\$ 760.00	\$ -
<b>Task 10 - Prepare Summary Strategic Business Plan</b>	<b>0%</b>	\$ 2,660	\$ -	\$ -
<b>Task 11 - Public Outreach Event 4 - Public Review Draft</b>	<b>0%</b>	\$ 3,570	\$ -	\$ -
<b>Task 12 - Final Strategic Plan and Adoption</b>	<b>0%</b>	\$ 13,136	\$ -	\$ -
<b>Total</b>	<b>32%</b>	<b>\$ 274,515</b>	<b>\$ 72,706.25</b>	<b>\$ 14,427.75</b>

November 25, 2014

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Blvd,  
South San Francisco, CA 94080

RE: Work Summary and Invoice #1945

Peter;

The following Work Summary and invoice, #1945, reflect work completed by Lisa Wise Consulting, Inc. (LWC) and the Consultant Team on the San Mateo County Harbor District Strategic Business Plan in the month of October, 2014.

Task 2, Public Outreach Strategy and Initial Outreach

- LWC continued to work with the HD to identify potential community members for the SBPAC. LWC developed an email invitation for potential members of the SBPAC which was reviewed and approved by the HD. LWC undertook the formation of a SBPAC, and not a Technical Advisory Committee, at the urging of the community at the Kickoff Meeting.
- LWC created a draft PowerPoint for an October 14 Workshop at Pillar Point Harbor (Oceano Hotel), distributed and integrated HD comments.
- Five members of the LWC team attended, presented and facilitated a community workshop (with 4 workstations) at Pillar Point Harbor/Oceano Hotel. This meeting was conceived and scheduled with the urging/input gained at the July 10 Kickoff Meeting.
- LWC prepared a memo summarizing input obtained at the public workshop, distributed the memo to the HD for comment, edited the memo in preparation of the District posting the memo on the District website.
- LWC, with 3 weeks advance, notified the Board of Harbor Commissioners, sent an invitation to 45 individuals on the project contact list and notified the County Planning Department, HMBSMA as well as reaching out to the Pacifica Tribune, KCSM (public radio), San Mateo Daily Journal, and the HMB review despite not being "tasked" or having budget for noticing. LWC assured a three week notice period and assisted with the notification effort at the urging of the community gained at the July 10 Kickoff Meetings.

Task 4, Existing Infrastructure & Facilities Assessment

- LWC developed, distributed to the HD (and the subconsultants), sought comments, edited and confirmed the outline for the Assessment and sub sections of the Existing Infrastructure & Facilities Assessment.
- LWC and Consultant Team continued working on elements of the Existing Infrastructure and Facilities Assessment; and reviewed and discussed document progress with subconsultants and the District.
- LWC met with Nelson\Nygaard (at LWC office) to discuss the Parking and Circulation Assessment and goals for an upcoming site visit as well as the schedule leading to the submission of the first "Parking and Circulation" draft.

Task 5, Financial Conditions Assessment

- LWC developed, distributed (to the HD), edited and confirmed the chapter outline for the Financial Conditions Assessment with the District.
- LWC received and reviewed financial information provided by the District and continued to work with the HD and gather information.
- LWC continued to assess, refine and augment the financial spreadsheets with incoming HD data.
- LWC began drafting the Financial Conditions Assessment chapter.

Task 7, Sustainable Fisheries Business Plan (FBP)

- LWC continued drafting the Sustainable Fisheries Business Plan, including the summary and findings of one-on-one interviews with commercial fishermen and other stakeholders at Pillar Point Harbor.

lisa wise consulting, inc.  
planning economics natural resources

- LWC continued to compile economic data (landing, earnings, price per pound, by species) in order to report on the performance.

Problems Encountered: LWC continued to work with the HD to get all of the financial data necessary to conduct a Financial Conditions Assessment. Much of that data is forthcoming or has been promised. We are unable to complete Task 5 until this information is available. LWC has conducted tasks surrounding the noticing of meetings without budget to assist the HD and assure the community is sufficiently notified of the October 14 Workshop. Budget from Task 2 was applied to the workshop in Pillar Point as it was not initially part of the project scope of work but urged and deemed necessary by the community.

Please contact me with questions or comments at (805) 595-1345.

Sincerely,



Henry Pontarelli, Vice President

**lisa wise consulting, inc.**

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 F: 805-595-1978  
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79040

**Invoice**

Peter Grenell, General Manager  
 San Mateo Harbor District  
 400 Oyster Point Blvd., Suite 300  
 South San Francisco, CA 94080  
 email: [pgrenell@smharbor.com](mailto:pgrenell@smharbor.com)

P.O. #: 263  
 Acct. #: 103-760-030 2787  
207-780-030 9211<sup>2</sup>  
301-780-030 9211.2<sup>5</sup>  
 Pay Amt: 21,209.58  
 Approved: \_\_\_\_\_  
 Dir. Fin: \_\_\_\_\_  
 Dept. PPH: \_\_\_\_\_  
 Dept. OPM: \_\_\_\_\_  
 Gen. Mgr: \_\_\_\_\_  
 Notes: \_\_\_\_\_

**DATE** **INVOICE**  
 10/20/2014 1928

**PROJECT PROFESSIONAL SERVICES THROUGH**

San Mateo County Harbor District Strategic Business Plan September 30, 2014

Description	% of Task Complete	Budget	Billed to Date	Current Billing
<b>Task 1 – Project Initiation</b>	<b>100%</b>	\$ 23,993	\$ 20,702.52	\$ 3,290.48
<b>Task 2 – Public Outreach Strategy and Initial Outreach</b>	<b>80%</b>	\$ 13,000	\$ 10,386.25	\$ -
<b>Task 3 – Public Outreach Events 1 and 2</b>	<b>100%</b>	\$ 6,230	\$ 5,655.15	\$ 574.85
<b>Task 4 – Existing Infrastructure and Facilities Assessment</b>	<b>29%</b>	\$ 42,430	\$ 9,666.25	\$ 2,644.25
<b>Task 5 – Financial Conditions Assessment</b>	<b>11%</b>	\$ 35,350	\$ 1,389.00	\$ 2,490.00
<b>Task 6 – Public Outreach Event 3</b>	<b>13%</b>	\$ 5,674	\$ -	\$ 750.00
<b>Task 7 – Sustainable Fisheries Business Plan for Pillar Point H</b>	<b>29%</b>	\$ 50,420	\$ 2,937.50	\$ 11,460.00
<b>Task 8 – Capital Facilities Plan</b>	<b>0%</b>	\$ 32,100	\$ -	\$ -
<b>Task 9 – Draft Strategic Business Plan</b>	<b>2%</b>	\$ 45,952	\$ 760.00	\$ -
<b>Task 10 – Prepare Summary Strategic Business Plan</b>	<b>0%</b>	\$ 2,660	\$ -	\$ -
<b>Task 11–Public Outreach Event 4 - Public Review Draft</b>	<b>0%</b>	\$ 3,570	\$ -	\$ -
<b>Task 12 - Final Strategic Plan and Adoption</b>	<b>0%</b>	\$ 13,136	\$ -	\$ -
<b>Total</b>	<b>26%</b>	<b>\$ 274,515</b>	<b>\$ 51,496.67</b>	<b>\$ 21,209.58</b>

# lisa wise consulting, inc.

planning economics natural resources

October 20, 2014

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Blvd,  
South San Francisco, CA 94080

RE: Work Summary and Invoice #1928

Peter;

The following Work Summary and invoice, #1928, reflect work completed by Lisa Wise Consulting, Inc. (LWC) and the Consultant Team on the San Mateo County Harbor District Strategic Business Plan in the month of September, 2014.

## Task 1, Public Outreach Strategy & Initial Outreach

- LWC identified stakeholders and discussed timing formalize an approach to reaching out to potential SBPAC committee members with Project Managers.
- LWC updated the community member and stakeholder contact list.
- LWC added additional information to the digital archive of relevant documents in preparation of updating the District's SBP webpage.

## Task 3, Community Outreach Events 1 & 2: Community Priorities for Oyster Point & Pillar Point

- LWC discussed logistics with Project Managers and finalized outreach materials and presentation for Community Outreach Event 2 in Oyster Point Marina.
- LWC attended and facilitated Event 2 at the City of South San Francisco City Hall, and compiled notes from the meeting.

## Task 4, Existing Infrastructure & Facilities Assessment

- LWC reviewed and discussed the Indigenous Species Report outline with Tenera Environmental and provided input and direction on the drafting the report for inclusion in the Existing Infrastructure & Facilities Assessment and SBP.
- LWC met with Project managers and discussed ongoing progress on the Capital Facilities Plan.

## Task 5, Financial Conditions Assessment

- LWC reviewed and discussed Harbor District financial information with District staff loan for inclusion in the debt retirement plan and incorporation into the Financial Conditions Assessment.
- LWC continued developing the DBW debt retirement Plan excel model to include new information received from the District.

## Task 6, Community Outreach Event 3

- LWC discussed logistics and prepared outreach materials for an additional community workshop in Pillar Point Harbor.
- LWC contacted newspaper agencies and placed advertisements in local media, and emailed stakeholders and community members.

## Task 7, Sustainable Fisheries Business Plan (FBP)

- LWC conducted 38 in person and 6 phone interviews with Commercial Fishermen and stakeholders over 5 days at Pillar Point Harbor.
- LWC compiled, reviewed and discussed preliminary findings from the stakeholder interviews.
- LWC continued drafting the Sustainable Fisheries Business Plan, including the preparation of industry economic and other data.

## lisa wise consulting, inc.

planning economics natural resources


Problems Encountered: There was some misunderstanding or miscommunication with regards to outreach event noticing 9for the Kick Off Meeting in OPH). Per the Scope of Work (Tasks 3, 6, 11) the District is responsible for noticing all outreach events. LWC was happy to assist in sending emails to contacts obtained from previous events and placing advertisements in local news outlets, however we should clarify noticing responsibilities well in advance of future events. Also, the HD providing financial information for Task 5.4, Harbor District Fiscal Analysis & Debt Retirement Plan has been much slower and inconsistent than anticipated. We also estimate to have lost approximately 2.5 to 3 weeks planning and noticing the public meeting, interviews with Harbor Commissioners and forming the Advisory Committee due to the grand jury report and the HD's response.

Please contact me with questions or comments at (805) 595-1345.

Sincerely,



Henry Pontarelli, Vice President

9/19/14.. OK to Pay  
 verbal  
 from Peter  


**lisa wise consulting, inc.**

983 Osos Street  
 San Luis Obispo, CA 93401  
 T: 805-595-1345  
 F: 805-595-1978  
[lisa@lisawiseconsulting.com](mailto:lisa@lisawiseconsulting.com)

78833

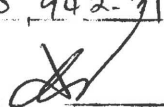
**Invoice**


Peter Grenell, General Manager  
 San Mateo Harbor District  
 400 Oyster Point Blvd., Suite 300  
 South San Francisco, CA 94080  
 email: [pgrenell@smharbor.com](mailto:pgrenell@smharbor.com)


265


103-760-030	1437-90
201-760-030	4752-2
301-760-030	4752-2


Pay # 10,942-91

Approved: 

Dir. Fin: 

Dept. PFI: 

Dept. OFP: 

Gen. Mgr. 

Notes: \_\_\_\_\_

**DATE** 9/16/2014 **INVOICE** 1909

**PROJECT**

**PROFESSIONAL SERVICES THROUGH**

San Mateo County Harbor District Strategic Business Plan

August 30, 2014

Description	% of Task Complete	Budget	Billed to Date	Current Billing
<b>Task 1 – Project Initiation</b>	<b>75%</b>	\$ 23,993	\$ 15,805.79	\$ 2,113.31
<b>Task 2 – Public Outreach Strategy and Initial Outreach</b>	<b>62%</b>	\$ 13,000	\$ 5,216.25	\$ 2,805.00
<b>Task 3 – Public Outreach Events 1 and 2</b>	<b>26%</b>	\$ 6,230	\$ 1,602.50	\$ -
<b>Task 4 – Existing Infrastructure and Facilities Assessment</b>	<b>12%</b>	\$ 42,430	\$ 635.00	\$ 4,401.50
<b>Task 5 – Financial Conditions Assessment</b>	<b>3%</b>	\$ 35,350	\$ 326.50	\$ 875.00
<b>Task 6 – Public Outreach Event 3</b>	<b>0%</b>	\$ 5,674	\$ -	\$ -
<b>Task 7 – Sustainable Fisheries Business Plan for Pillar Point H</b>	<b>2%</b>	\$ 50,420	\$ 380.00	\$ 747.50
<b>Task 8 – Capital Facilities Plan</b>	<b>0%</b>	\$ 32,100	\$ -	\$ -
<b>Task 9 – Draft Strategic Business Plan</b>	<b>2%</b>	\$ 45,952	\$ 760.00	\$ -
<b>Task 10 – Prepare Summary Strategic Business Plan</b>	<b>0%</b>	\$ 2,660	\$ -	\$ -
<b>Task 11–Public Outreach Event 4 - Public Review Draft</b>	<b>0%</b>	\$ 3,570	\$ -	\$ -
<b>Task 12 - Final Strategic Plan and Adoption</b>	<b>0%</b>	\$ 13,136	\$ -	\$ -
<b>Total</b>	<b>13%</b>	<b>\$ 274,515</b>	<b>\$ 24,726.04</b>	<b>\$ 10,942.31</b>



September 16, 2014

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Blvd,  
South San Francisco, CA 94080

RE: Work Summary and Invoice #1909

Peter;

The following Work Summary and invoice, #1909, reflect work completed by Lisa Wise Consulting, Inc. (LWC) and the Consultant Team on the San Mateo County Harbor District Strategic Business Plan in the month of August, 2014.

Task 2, Public Outreach Strategy & Initial Outreach

- LWC revised the outreach strategy and discussed logistics and scheduling of an additional Community Workshop in Pillar Point Harbor.
- LWC finalized the survey instrument and conducted initial outreach to prospective respondents and continued to develop database of respondents/targets.
- LWC reviewed the Harbor District website and suggested revisions/reorganizations as well as content for the SBP project webpage. LWC also aggregated a digital archive of relevant planning documents to be accessed via the page.

Task 3, Community Outreach Events 1 & 2: Community Priorities for Oyster Point & Pillar Point

- LWC met with the District to coordinate scheduling and logistics of the upcoming Outreach Event 2 in Oyster Point.
- LWC reviewed meeting materials and revised flyers

Task 4, Existing Infrastructure & Facilities Assessment

- LWC discussed preliminary findings of the Facility Conditions Survey (FCS) with Moffat & Nichol and its incorporation into the SBP.

Task 5, Financial Conditions Assessment

- LWC discussed the status of financial information with the Harbor District for the Department of Boating & Waterways (DBW) loan and debt retirement plan and created draft sections of the plan.

Task 7, Sustainable Fisheries Business Plan (FBP)

- LWC developed a draft Table of Contents for the FBP and discussed and reviewed document structure, organization, graphics and general presentation.
- LWC continued preliminary outreach to commercial fishermen and scheduled plans to conduct on-site interviews.

Problems Encountered: None

Please contact me with questions or comments at (805) 595-1345.

Sincerely,



Henry Poi 'resident

September 16, 2014

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Blvd,  
South San Francisco, CA 94080

RE: Work Summary and Invoice #1909

Peter;

The following Work Summary and invoice, #1909, reflect work completed by Lisa Wise Consulting, Inc. (LWC) and the Consultant Team on the San Mateo County Harbor District Strategic Business Plan in the month of August, 2014.

Task 2, Public Outreach Strategy & Initial Outreach

- LWC revised the outreach strategy and discussed logistics and scheduling of an additional Community Workshop in Pillar Point Harbor.
- LWC finalized the survey instrument and conducted initial outreach to prospective commercial fishing industry respondents and continued to develop database of respondents/targets.
- LWC continued a review of the Harbor District website and suggested revisions/reorganizations as well as content for the SBP project webpage. LWC also aggregated a digital archive of relevant planning documents for the page.

Task 3, Community Outreach Events 1 & 2: Community Priorities for Oyster Point & Pillar Point

- LWC met with the District to coordinate scheduling and logistics of the upcoming Outreach Event 2 in Oyster Point.
- LWC reviewed meeting materials and revised flyers for upcoming meetings in PPH and OPH

Task 4, Existing Infrastructure & Facilities Assessment

- LWC discussed preliminary findings of the Facility Conditions Survey (FCS) with Moffat & Nichol and its incorporation into the SBP.

Task 5, Financial Conditions Assessment

- LWC discussed the status of financial information with the Harbor District for the Department of Boating & Waterways (DBW) loan and debt retirement plan and created draft sections of the plan.

Task 7, Sustainable Fisheries Business Plan (FBP)

- LWC developed a draft Table of Contents for the FBP and discussed and reviewed document structure, organization, graphics and general presentation.
- LWC continued preliminary outreach to commercial fishermen and scheduled plans to conduct on-site interviews.

Problems Encountered: None

Please contact me with questions or comments at (805) 595-1345.

Sincerely,



Henry Pontarelli, Vice President



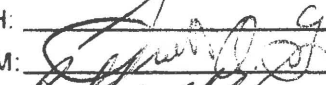
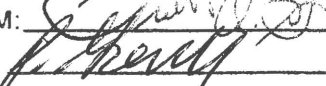
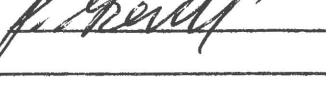
# lisa wise consulting, inc.

983 Osos Street  
 San Luis Obispo, CA 93401  
 T: 805-595-1345  
 F: 805-595-1978  
[lisa@lisawiseconsulting.com](mailto:lisa@lisawiseconsulting.com)

78645

## Invoice

Peter Grenell, General Manager  
 San Mateo Harbor District  
 400 Oyster Point Blvd., Suite 300  
 South San Francisco, CA 94080  
 email: [pgrenell@smharbor.com](mailto:pgrenell@smharbor.com)

P.O. #: 253  
 Acct. #: 103.760.030 5276.10  
201.760.030 5276.11  
301.760.030 5276.11  
 Pay Amt: 15828.32  
 Approved:   
 Dir Fin:   
 Dept. PPH:   
 Dept. OPM:   
 Gen. Mgr.   
 Notes: \_\_\_\_\_

DATE: 8/13/2014 INVOICE: 1893

### PROJECT

San Mateo County Harbor District Strategic Business Plan

### PROFESSIONAL SERVICES THROUGH

July 30, 2014

Description	% of Task Complete	Budget	Billed to Date	Current Billing
Task 1 – Project Initiation	77%	\$ 23,993	\$ 15,805.79	\$ 2,783.42
Task 2 – Public Outreach Strategy and Initial Outreach	58%	\$ 13,000	\$ 5,216.25	\$ 2,365.00
Task 3 – Public Outreach Events 1 and 2	91%	\$ 6,230	\$ 1,602.50	\$ 4,052.65
Task 4 – Existing Infrastructure and Facilities Assessment	12%	\$ 42,430	\$ 635.00	\$ 4,629.75
Task 5 – Financial Conditions Assessment	1%	\$ 35,350	\$ 326.50	\$ 187.50
Task 6 – Public Outreach Event 3	0%	\$ 5,674	\$ -	\$ -
Task 7 – Sustainable Fisheries Business Plan for Pillar Point H:	4%	\$ 50,420	\$ 380.00	\$ 1,810.00
Task 8 – Capital Facilities Plan	0%	\$ 32,100	\$ -	\$ -
Task 9 – Draft Strategic Business Plan	2%	\$ 45,952	\$ 760.00	\$ -
Task 10 – Prepare Summary Strategic Business Plan	0%	\$ 2,660	\$ -	\$ -
Task 11–Public Outreach Event 4 - Public Review Draft	0%	\$ 3,570	\$ -	\$ -
Task 12 - Final Strategic Plan and Adoption	0%	\$ 13,136	\$ -	\$ -
<b>Total</b>	<b>15%</b>	<b>\$ 274,515</b>	<b>\$ 24,726.04</b>	<b>\$ 15,828.32</b>

August 24, 2014

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Blvd,  
South San Francisco, CA 94080

RE: Work Summary and Invoice #1893

Peter;

The following Work Summary and invoice, #1893, reflect work completed by Lisa Wise Consulting, Inc. (LWC) and the Consultant Team on the San Mateo County Harbor District Strategic Business Plan in the month of July, 2014.

Task 1, Project Initiation (the tasks below appear on this invoice)

- LWC continued to collect, scan, and organize documents provided by the HD for posting on the HD website.

Task 2, Public Outreach Strategy & Initial Outreach

- LWC met with Peter Grenell to discuss the formation of the advisory committee and overall outreach strategy.
- LWC created and revised the survey instrument and continued to develop database of respondents/targets.

Task 3, Community Outreach Events 1 & 2: Community Priorities for Oyster Point & Pillar Point

- LWC met with the District to coordinate logistics of the upcoming Outreach Events 1 & 2.
- LWC finalized Project Information, Announcement and the Power Point presentation for Outreach Event 1
- LWC (Pontarelli, Harrington) facilitated, presented a PowerPoint and fielded questions at a 2 hour Public Meeting #1 in Pillar Point Harbor.
- LWC documented input from the meeting and prepared a draft meeting summary.
- LWC conducted follow up phone call with the HD to summarize and evaluate the meeting.

Task 4, Existing Infrastructure & Facilities Assessment

- LWC conducted conference call with Brad Porter/Moffat & Nichol on the structure of the Facility Conditions Survey (FCS), its progress and when the team could expect a draft copy and M&N summary of findings. Also discussed was the M&N Deconstruction Strategy/ Analysis project on the Romeo Pier.

Task 5, Financial Conditions Assessment

- LWC continued review the financial information on the Department of Boating & Waterways (DBW) loan and debt retirement plan. Also, created a draft Table of Contents for the Debt Retirement Plan.

Task 7, Sustainable Fisheries Business Plan

- LWC requested commercial fishing data from the California Department of Fish and Wildlife to augment in-house database on landings, earnings (by species), price per pound, trips, vessel IDs and Fish Tickets.
- LWC conducted preliminary outreach to commercial fishermen and made tentative plans to present at a Salmon and Crab Fishermen's Association General Meeting.

Problems Encountered: None

Please contact me with questions or comments at (805) 595-1345.

Sincerely,



Henry Pontarelli, Vice President

**Peter Grenell**

---

**From:** Henry Pontarelli <henry@lisawiseconsulting.com>  
**Sent:** Sunday, August 24, 2014 7:21 PM  
**To:** Peter Grenell  
**Cc:** Lisa Wise; Diane Enos; Brian Harrington  
**Subject:** San Mateo County Harbor Strategic Business Plan, Invoice #1893, Services Performed in July  
**Attachments:** LWC\_SMCHD\_Invoice 1893\_CL\_082414.pdf; LWC\_SMCHD BSP\_Invoice\_1893.pdf

Peter,

Please find attached, invoice #1893 and cover letter for services performed by the Consultant Team on the San Mateo County Harbor Strategic Business Plan in the month of July.

Please advise if you have questions or comments.

Henry  
lisa wise consulting, inc.  
805.801.9646

*OK to pay  
RW 8/25*

# lisa wise consulting, inc.

983 Osos Street  
 San Luis Obispo, CA 93401  
 T: 805-595-1345  
 F: 805-595-1978  
[lisa@lisawiseconsulting.com](mailto:lisa@lisawiseconsulting.com)

## Invoice

Peter Grenell, General Manager  
 San Mateo Harbor District  
 400 Oyster Point Blvd., Suite 300  
 South San Francisco, CA 94080  
 email: [pgrenell@smharbor.com](mailto:pgrenell@smharbor.com)

78654

P.C. # 263  
 Account # 103.760.030 2633  
201.760.030 2633  
301.760.030 2633  
 Date 7,899.00  
 Signature [Signature]  
 Title g<sub>2</sub>  
 Company [Signature]  
 Notes

DATE 7/11/2014 INVOICE 1874

**PROJECT PROFESSIONAL SERVICES THROUGH**

San Mateo County Harbor District Strategic Business Plan June 30, 2014

Description	% of Task Complete	Budget	Billed to Date	Current Billing
Task 1 - Project Initiation	66%	\$ 23,993	\$ 15,805.79	\$ -
Task 2 - Public Outreach Strategy and Initial Outreach	40%	\$ 13,000	\$ 878.75	\$ 4,337.50
Task 3 - Public Outreach Events 1 and 2	26%	\$ 6,230	\$ -	\$ 1,602.50
Task 4 - Existing Infrastructure and Facilities Assessment	1%	\$ 42,430	\$ 142.50	\$ 492.50
Task 5 - Financial Conditions Assessment	1%	\$ 35,350	\$ -	\$ 326.50
Task 6 - Public Outreach Event 3	0%	\$ 5,674	\$ -	\$ -
Task 7 - Sustainable Fisheries Business Plan for Pillar Point	1%	\$ 50,420	\$ -	\$ 380.00
Task 8 - Capital Facilities Plan	0%	\$ 32,100	\$ -	\$ -
Task 9 - Draft Strategic Business Plan	2%	\$ 45,952	\$ -	\$ 760.00
Task 10 - Prepare Summary Strategic Business Plan	0%	\$ 2,660	\$ -	\$ -
Task 11 - Public Outreach Event 4 - Public Review Draft	0%	\$ 3,570	\$ -	\$ -
Task 12 - Final Strategic Plan and Adoption		\$ 13,136		
<b>Total</b>	<b>9%</b>	<b>\$ 274,515</b>	<b>\$ 16,827.04</b>	<b>\$ 7,899.00</b>

✓ [Signature]  
7-16-14

**lisa wise consulting, inc.**  
planning economics natural resources

July 11, 2014

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Blvd,  
South San Francisco, CA 94080

RE: Work Summary and Invoice #1874

Peter;

The following Work Summary and associated invoice, #1874, reflect work completed by Lisa Wise Consulting, Inc. (LWC) and the Consultant Team on the San Mateo County Harbor District Strategic Business Plan in the month of June, 2014.

Task 1, Project Initiation (the below tasks appear on this invoice)

- LWC met with the District/Project Manager in person to discuss HD archival documents, projects in progress, HD meeting with representatives of South San Francisco and political climate in the HD/community.
- LWC continued to receive, scan, and organize documents provided by the HD into digital format for sharing on the District website. LWC coordinated data requests from and distribution to the Consultant Team.

Task 2, Public Outreach Strategy & Initial Outreach

- LWC conducted final edits to the Public Outreach Plan as directed by the HD and returned a final version.
- LWC discussed and coordinated the outreach approach with Consultant Team.
- LWC initiated narrative and draft graphic design for one-page informational document.
- LWC initiated preparation of the survey instrument and began compilation of a contact database for potential survey respondents/targets.

Task 3, Community Outreach Events 1 & 2: Community Priorities for Oyster Point & Pillar Point

- LWC met with the District to coordinate logistics and timing upcoming Outreach Events 1 & 2.
- LWC prepared draft and final (w/edits from HD) Outreach Event 1 flyer and provided final version to the District for distribution and publishing on the District website.
- LWC contacted and coordinated advertising Outreach Event 1 with local newspaper and radio outlets
- LWC prepared a draft Power Point presentation for Outreach Event 1
- LWC continued to build/add to comprehensive project contact database
- LWC communicated with Dyett & Bhatia, PPU Project Manager, Martha Miller on their strategy & experience planning and facilitating public meetings in PPH.

Task 4, Existing Infrastructure & Facilities Assessment

- LWC attended the Planning for Sea Level Rise in San Mateo County conference held in Foster City and discussed SLR with the Consultant Team, District, and other industry professionals.

Task 5, Financial Conditions Assessment

- LWC began preliminary review of the Department of Boating & Waterways (DBW) debt and approach to the DBW debt retirement plan.

Task 7, Sustainable Fisheries Business Plan

- LWC reviewed in-house server and public databases for commercial fishing data and identified gaps to be filled via "special" requests from CDFW and/or PacFIN.

Task 9, Draft Strategic Plan

lisawiseconsulting.com | 983 Osos Streef, San Luis Obispo, CA 93401 | 805.595.1345



**lisa wise consulting, inc.**  
planning economics natural resources

- LWC edited District boundary maps and prepared the final boundary maps for inclusion in the final SBP report and PowerPoint presentation.

Additional Task: LWC attended a conference (in Foster City) on Sea Level Rise in San Mateo County to assure that the team is aware of regional collaborative efforts when developing the SLR component of the Strategic Business Plan. Notes taken at the event will be shared with Moffat & Nichol. Two (2) hours of principal time were charged to the project, in Task 4.

Problems Encountered: None

Please contact me with questions or comments at (805) 595-1345.

Sincerely,



Henry Pontarelli, Vice President

**lisa wise consulting, inc.**

983 Osos Street  
 San Luis Obispo, CA 93401  
 T: 805-595-1345  
 F: 805-595-1978  
[lisa@lisawiseconsulting.com](mailto:lisa@lisawiseconsulting.com)

78252

P.O. #: 256  
 Acct. #: 201.760.030 1603.3  
301.760.030 1603.3  
103.760.030 1603.3

Pay Amt: 4810.00  
 Approved: \_\_\_\_\_  
 Dir. Fin: \_\_\_\_\_  
 Dept. PPH: \_\_\_\_\_  
 Dept. OPM: \_\_\_\_\_  
 Gen. Mgr. see email  
 Notes: \_\_\_\_\_

**Invoice**

Peter Grenell, General Manager  
 San Mateo Harbor District  
 400 Oyster Point Blvd., Suite 300  
 South San Francisco, CA 94080  
 email: [pgrenell@smharbor.com](mailto:pgrenell@smharbor.com)

**DATE**  
 6/10/2014

**INVOICE**  
 1853

**PROJECT**

**PROFESSIONAL SERVICES THROUGH**

San Mateo County Harbor District Strategic Business Plan

May 31, 2014

Description	% of Task Complete	Budget	Billed to Date	Current Billing
<b>Task 1 – Project Initiation</b>	<b>19%</b>	\$ 23,993	\$ -	\$ 4,526.25
<b>Task 2 – Public Outreach Strategy and Initial Outreach</b>	<b>1%</b>	\$ 13,000	\$ -	\$ 141.25
<b>Task 3 – Public Outreach Events 1 and 2</b>	<b>0%</b>	\$ 6,230	\$ -	\$ -
<b>Task 4 – Existing Infrastructure and Facilities Assessment</b>	<b>0%</b>	\$ 42,430	\$ -	\$ 142.50
<b>Task 5 – Financial Conditions Assessment</b>	<b>0%</b>	\$ 35,350	\$ -	\$ -
<b>Task 6 – Public Outreach Event 3</b>	<b>0%</b>	\$ 5,674	\$ -	\$ -
<b>Task 7 – Sustainable Fisheries Business Plan for Pillar Point Harbor</b>	<b>0%</b>	\$ 50,420	\$ -	\$ -
<b>Task 8 – Capital Facilities Plan</b>	<b>0%</b>	\$ 32,100	\$ -	\$ -
<b>Task 9 – Draft Strategic Business Plan</b>	<b>0%</b>	\$ 45,952	\$ -	\$ -
<b>Task 10 – Prepare Summary Strategic Business Plan</b>	<b>0%</b>	\$ 2,660	\$ -	\$ -
<b>Task 11–Public Outreach Event 4 - Public Review Draft</b>	<b>0%</b>	\$ 3,570	\$ -	\$ -
<b>Task 12 - Final Strategic Plan and Adoption</b>		\$ 13,136		
<b>Total</b>	<b>2%</b>	<b>\$ 274,515</b>	<b>\$ -</b>	<b>\$ 4,810.00</b>

*lisa wise consulting, inc.*  
planning economics natural resources

June 13, 2014

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Blvd,  
South San Francisco, CA 94080

RE: Work Summary and Invoice #1853

Peter;

The following Work Summary and attached invoice, #1839, reflect work completed by Lisa Wise Consulting, Inc. (LWC) and the Consultant Team on the San Mateo County Harbor District Strategic Business Plan in the month of April, 2014.

Task 1.1, Project Kick Off

- LWC conducted one in person meeting and working lunch with General Manager Peter Grenell at the LWC office in San Francisco. LWC created draft boundary maps from APN maps and other documents provided by the HD coupled with Google Earth images.

Task 1.2, Consultant Team Site Visit

- LWC summarized field notes from the Site Visits, incorporated them into the Kickoff Meeting Summary, and coordinated next steps with the Team. LWC uploaded and shared site visit photo-documentation to the project Team.

Task 1.4, Data Gathering and Archival Review

- LWC scanned additional hard copies of documents provided by the HD into digital format for sharing on the District website. LWC distributed to team

Task 2.1, Public Outreach Plan

- LWC continued to revise the draft Public Outreach Plan in preparation to present to the HD.

Problems Encountered: None

Please contact me with questions or comments at (805) 595-1345.

Sincerely,



Henry Pontarelli, Vice President

lisa wise consulting, inc.

983 Osos Street  
San Luis Obispo, CA 93401  
T: 805-595-1345  
F: 805-595-1978  
lisa@lisawiseconsulting.com

### Invoice Breakdown

**DATE**  
6/10/2014

**INVOICE**  
1853

**PROJECT**  
San Mateo County Harbor District Strategic  
Business Plan

**PROFESSIONAL SERVICES THROUGH**  
May 31, 2014

**LWC**

<b><u>Individual</u></b>	<b><u>Task</u></b>	<b><u>Hrs</u></b>	<b><u>Dollar Amount</u></b>
Sethi, Senior Associate	1	1.25	\$ 156.25
Sethi, Senior Associate	2	0.75	\$ 93.75
Harrington, Associate	1	31.50	\$ 2,992.50
Harrington, Associate	2	0.50	\$ 47.50
Derk, Associate	1	3.00	\$ 285.00
Jaramillo, Associate	1	6.00	\$ 570.00
Pierucci, Associate	1	5.50	\$ 522.50
Pierucci, Associate	4	1.50	\$ 142.50
<b>Invoice Total</b>			<b><u>\$ 4,810.00</u></b>

## Peter Grenell

---

**From:** Becky Singh <becky@lisawiseconsulting.com>  
**Sent:** Monday, June 16, 2014 1:23 PM  
**To:** Peter Grenell  
**Cc:** Diane Enos; Henry Pontarelli; Menka Sethi; Brian Harrington  
**Subject:** SMCHD, LWC Invoice 1853  
**Attachments:** LWC\_SMCHD\_Invoice1853.pdf

Good afternoon, Peter,

Please find attached Invoice 1853 from Lisa Wise Consulting, Inc., for work performed in May 2014 on the SMCHD Strategic Business Plan.

Please confirm receipt of this email and contact us if you have any questions.

We appreciate the opportunity to work with you.

Best regards,

-Becky

--

Becky Singh | Office Manager

lisa wise consulting, inc.

Planning | Economics | Natural Resources

983 Osos Street, San Luis Obispo, CA 93401

[becky@lisawiseconsulting.com](mailto:becky@lisawiseconsulting.com) | [www.lisawiseconsulting.com](http://www.lisawiseconsulting.com)

Mobile: 805.556.5737 | Office 805.595.1345 | Fax 805.595.1978

[Google+](#) [LinkedIn](#)


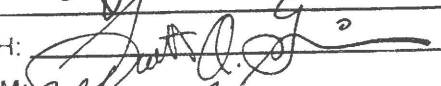

OK to pay  
P. Grenell  
6/17/14

78032

P.O. #: 256  
 Acct. #: 103.760.030 4005.68  
201.760.030 4005.69  
301.760.030 4005.68

**lisa wise consulting, inc.**

983 Osos Street  
 San Luis Obispo, CA 93401  
 T: 805-595-1345  
 F: 805-595-1978  
[lisa@lisawiseconsulting.com](mailto:lisa@lisawiseconsulting.com)

Pay Amt 12,017.04  
 Approved:   
 Dir. Fin: \_\_\_\_\_  
 Dept. PPH:   
 Dept. OPM: \_\_\_\_\_  
 Gen. Mgr:   
 Notes: \_\_\_\_\_

**Invoice**

Peter Grenell, General Manager  
 San Mateo Harbor District  
 400 Oyster Point Blvd., Suite 300  
 South San Francisco, CA 94080  
 email: [pgrenell@smharbor.com](mailto:pgrenell@smharbor.com)

**DATE** **INVOICE**  
 5/10/2014 1839

**PROJECT PROFESSIONAL SERVICES THROUGH**

San Mateo County Harbor District Strategic Business Plan April 30, 2014

Description	% of Task Complete	Budget	Billed to Date	Current Billing
Task 1 – Project Initiation	47%	\$ 23,993	\$ -	\$ 11,279.54
Task 2 – Public Outreach Strategy and Initial Outreach	6%	\$ 13,000	\$ -	\$ 737.50
Task 3 – Public Outreach Events 1 and 2	0%	\$ 6,230	\$ -	\$ -
Task 4 – Existing Infrastructure and Facilities Assessment	0%	\$ 42,430	\$ -	\$ -
Task 5 – Financial Conditions Assessment	0%	\$ 35,350	\$ -	\$ -
Task 6 – Public Outreach Event 3	0%	\$ 5,674	\$ -	\$ -
Task 7 – Sustainable Fisheries Business Plan for Pillar Point Harbor	0%	\$ 50,420	\$ -	\$ -
Task 8 – Capital Facilities Plan	0%	\$ 32,100	\$ -	\$ -
Task 9 – Draft Strategic Business Plan	0%	\$ 45,952	\$ -	\$ -
Task 10 – Prepare Summary Strategic Business Plan	0%	\$ 2,660	\$ -	\$ -
Task 11–Public Outreach Event 4 - Public Review Draft	0%	\$ 3,570	\$ -	\$ -
Task 12 - Final Strategic Plan and Adoption		\$ 13,136		
<b>Total</b>	<b>4%</b>	<b>\$ 274,515</b>	<b>\$ -</b>	<b>\$12,017.04</b>



# lisa wise consulting, inc.

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lisa@lisawiseconsulting.com

## Invoice Breakdown

**DATE**  
5/10/2014

**INVOICE**  
1839

**PROJECT**  
San Mateo County Harbor District Strategic  
Business Plan

**PROFESSIONAL SERVICES THROUGH**  
April 30, 2014

### LWC

<u>Individual</u>	<u>Task</u>	<u>Hrs</u>	<u>Dollar Amount</u>
Pontarelli, Principal	1	14.50	\$ 2,537.50
Pontarelli, Principal	2	1.50	\$ 262.50
Sethi, Senior Associate	1	18.75	\$ 2,343.75
Harrington, Associate	1	38.50	\$ 3,657.50
Harrington, Associate	2	5.00	\$ 475.00
<b>Reimbursable Expenses</b>			
Mileage	Task 1		\$ 388.29
Meals	Task 1		\$ 128.00
<b>Firm Subtotal</b>			<b>\$ 9,792.54</b>

### Nelson Nygaard

<u>Individual</u>	<u>Task</u>	<u>Hrs</u>	<u>Dollar Amount</u>
Associate IV	1	0.5	\$ 64.50
Principal IV	1	12	\$ 2,160.00
<b>Firm Subtotal</b>			<b>\$ 2,224.50</b>

**Invoice Total**

**\$ 12,017.04**

lisa wise consulting, inc.  
planning economics natural resources

May 10, 2014

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Blvd,  
South San Francisco, CA 94080

RE: Work Summary and Invoice #1839

Peter;

The following Work Summary and attached invoice, #1839, reflect work completed by Lisa Wise Consulting, Inc. (LWC) and the Consultant Team on the San Mateo County Harbor District Strategic Business Plan in the month of April, 2014.

Task 1.1, Project Kick Off

- LWC scheduled, attended, and conducted the project Kickoff Meeting. LWC prepared meeting materials and coordinated the attendance of subconsultants. Henry Pontarelli, Menka Sethi and Brian Harrington attended from LWC. Representatives from Moffat & Nichol (Brad Porter), Nelson\Nygaard (Patrick Siegman) and Tenera Environmental (Scott Kimura) were in attendance. Meetings were held with SMCHD Project Management staff at the Oyster Point (OP) and Pillar Point (PP) facilities, as well as a working lunch at OP. LWC collected written notes on the discussions that will be shared with the HD and the Consultant Team.

Task 1.2, Consultant team Site Visit

- LWC prepared for and attended site visit at OP and PP led by General Manager Peter Grenell and Harbormaster Scott Grindy. Brad Porter, Patrick Siegman and Scott Kimura joined. The tours focused on the physical facilities, tenants, lease structures and histories, ownership, potential projects, completed projects and photo-documentation.

Task 1.4, Data Gathering and Archival Review

- LWC conducted initial data gathering from the HD and from on-line and other sources. LWC shared appropriate documents and compiled data requests from the Consultant Team and forwarded it to the HD. LWC revised data request list as documents were received and new requests arose. LWC created digital files of hard copy reports in preparation to make them available to the public on the HD website.

Task 1.5, Project Management Plan

- LWC created the draft Project Management Plan, conducted internal review and edit, distributed to the Consultant Team, and revised the document in preparation of the Kickoff Meeting.

Task 2.1, Public Outreach Plan

- LWC created the draft Public Outreach Plan, conducted internal review and edit and provided the draft to the HD for the Kickoff Meeting.

Problems Encountered: None

Please contact me with questions or comments at (805) 595-1345.

Sincerely,  


Henry Pontarelli, Vice President

## Staff Report

### DISTRICT ADMINISTRATIVE OFFICE LEASE AGREEMENT AND POSSIBLE FUTURE LOCATION OF THE DISTRICT ADMINISTRATIVE OFFICES

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#### Recommendation

Staff requires Board direction regarding possible future move of District Administrative Offices:

- Option A – No action – Leave Administrative offices at the current location.
- Option B – Authorize the Acting General Manager to work with a real estate agent to bring back to the January 21<sup>st</sup> board meeting commercial rental options with costs and a recommendation of where to move District Administrative offices in time to provide a February 1, 2015 termination notice to landlord.
- Option C – Authorize Acting General Manager to start making arrangements for a move in time to provide termination to Landlord in February 1, 2016.
- Option D- Review other possible Administrative Office locations within the Harbor or the Princeton-by-the-Sea, and El Granada area.

#### Background

In September 2013, the Board extended the lease of the building located at 400 Oyster Point Marina Blvd, Suite 300. This is a three year lease with two options to terminate the lease, one in 2015 and one in 2016.

The past board in 2014 looked into buying a commercial property on the Coastside near Pillar Point Harbor; however the sale did not go through. The building is presently 1/3 used and the 2<sup>nd</sup> floor is available and can be one of the potential rental options for the Board to possibly consider. Information regarding this rental location is attached.

#### Analysis

The costs of the current administrative offices are listed in the attached chart. Current lease payment is \$7,350 per month (including other services and utilities, as listed in attached sheet.) Net rent is \$3,675.

A cost analysis comparison will be brought to the board at the January 21, 2015 meeting demonstrating costs for the existing location of the District Administrative Offices for the Board to consider and review for possible action.

A calendar timeline is attached with this document to provide other priority activities that will be occurring at a time of a possible move. The Board should review these activities as it applies to the relocation of the District Administrative office and how it could affect requests and abilities of staff to generate work product during the period of relocating District administrative offices.

The Staff memo presented to the Board dated September 26, 2013 (attached) outlines seven factors that should be considered with a possible move besides costs.

### **Fiscal Impact**

Staff is unable to determine the full fiscal impact at this time, but will bring any cost impacts to the board along with building space recommendations if positive action is taken on this action item to move further.

### **Conclusion**

The San Mateo County Harbor District must decide before February 1, 2015 or wait till February 1, 2016 to end its present leased location to avoid penalties from the present lease contract.

### **Alternatives**

1. Not move till the following year.
2. Not move this year, and build or remodel an existing district property as the future offices during the upcoming 14 months, with providing notice February 1 2016.
3. Look for district property/building in immediate area around the Harbor and purchase it for the District offices.

**Current Administration Rental Space**

**400 Oyster Point Blvd, Suite 300 South San Francisco**

EXISTING SPACE	3196 Square Feet (3,675 RSF – includes all common areas of the building)	
RENT PER YEAR	Net Rent:	\$3,675 per month (\$1.00/rsf)
	Taxes and Insurance:	\$1,470 per month (\$.40/rsf)
	Maintenance:	\$735 per month (\$.20/rsf)
	Utilities:	\$661 per month (\$.18/rsf)
	Janitorial:	\$257 per month (\$.07/rsf)
	Security:	\$257 per month (\$.05/rsf)
	Misc:	<u>\$367 per month (\$.10/rsf)</u>
	Total:	\$7,350 per month (\$2.00/rsf)

Total Average Cost      \$88,950

Early Lease Termination Fee      \$3,200 (February 1, 2015)

\$1,600 (February 1, 2016)

Tenant can terminate Lease effective on either May 31, 2015 (first early termination date) upon prior written notice given to Landlord no later than February 1, 2015. Tenant can terminate Lease on May 31, 2016 (second early termination date) upon prior written notice to Landlord no later than February 1, 2016.

Tenant must deliver a \$3,200 termination fee to Landlord on the date Tenant delivers first termination notice.

Tenant must deliver a \$1,600 termination fee to Landlord on the date Tenant delivers second termination notice.

**DISTRICT OFFICE MOVE/RELOCATION**  
**PROJECT ESTIMATE TIMELINE**  
**&**  
**OTHER PARRALELL TIMING PRIORITIES**

- |   |                      |
|---|----------------------|
| 1. BOARD DECISION/DIRECTION FOR POSSIBLE OFFICE MOVE  | <b>Jan. 7, 2015</b>  |
| 2. BOARD APPROVAL OF MOVE + LEASE   | <b>Jan. 21, 2015</b> |
| 3. BOARD APPROVAL TO HAVE ACTING GM PROVIDE WRITTEN NOTICE<br>AND EARLY TERMINATION PAYMENT EFFECTIVE FEB 1 | <b>Jan. 21, 2015</b> |
| 4. STAFF OBTAIN MOVING AND PHONE/IT CHANGE, MOVE COSTS  | <b>Feb 22, 2015</b>  |
| 5. BOARD APPROVAL OF MOVING IT/PHONE SERVICES COSTS   | <b>March 4, 2015</b> |
| 6. BOARD APPROVES NO BOARD MEETING FOR:<br>MAY 20, 2015 DUE TO MOVING ACTIVITY                              | <b>March 4, 2015</b> |
| 7. MOVE OUT DATE Oyster Point Admin. Office   | <b>May 20, 2015</b>  |
| 8. OFFICE FULLY FUNCTIONAL IN NEW LOCATION  | <b>May 29 2015</b>   |
| 9. BOARD MEETING AT NEW LOCATION WITH NEW OFFICE<br>TOUR/OPEN HOUSE of NEW OFFICES                          | <b>JUNE 3, 2015</b>  |

**OTHER TIMING ISSUES DURING SAME PERIOD from January – August 2015**

- |   |                      |
|---|----------------------|
| 1. LAFCO Informational requests of administrative staff, meetings to attend | <b>Jan-May 2015</b>  |
| 2. San Mateo County Board of Supervisors, Requests, Meetings to Attend      | <b>May-Aug 2015</b>  |
| 3. Two union contracts to negotiate {MOU ends June 30, 2015}                | <b>Feb-June 2015</b> |
| 4. Activities staff related to possible General Manager Search              | <b>Feb-June 2015</b> |
| 5. Harbor District Budget Development and Completion                        | <b>Feb-June 2015</b> |
| 6. Capital Project Priority Selection for 2015/16 year                      | <b>Feb-June 2015</b> |
| 7. Strategic Plan Activities  | <b>Jan-June 2015</b> |



# Memo

TO: Board of Harbor Commissioners

FROM: Peter Grenell   
General Manager

DATE: September 26, 2013

SUBJECT: Harbor District Administration Office Lease: Exercise of Option to Extend Lease

---

## RECOMMENDATION

Approve extension of the District's Administration Office Lease at 400 Oyster Point Marina Plaza, South San Francisco for three (3) years and authorize the General Manager to exercise the option to extend the lease in accordance with the terms of the lease.

## BACKGROUND

The Harbor District's lease for its present Administration Office space will expire on May 31, 2014. The District may exercise its option to extend the lease for a period of up to three years (see attachment). The District has received a proposal from the landlord for a lease extension (see attachment).

On September 18<sup>th</sup>, the Harbor Commission considered the staff recommendation and chose not to approve it at that time. Further information was requested regarding more possible alternatives beside those presented (see attachment) to extending the lease and continuing operations at the current location. Staff made further inquiries to augment the alternatives provided on September 18<sup>th</sup>. These new possibilities included several on Coastsides:

- KN Properties new structure at Hwy 1/Rte 92 junction, Half Moon Bay: 1,300 sf (2<sup>nd</sup> floor; 1<sup>st</sup> floor is retail)@\$350/sf;
- 525 Obispo Road, Half Moon Bay: 2,300 sf @\$3,000;

- El Granada, Ave. Alhambra at Portola: 500 sf to 1,250 sf@NA;
- Harbor Village: 965sf@\$2.50/sf;
- 2450 S. Cabrillo HWY, HMB: 901 sf, 1,841sf, 3372sf, 3,911sf@\$2.50/sf;
- Linda Mar: 2,184sf @\$3,000;
- An additional location in the SSF building now accommodating the District Office was inspected: 400 Oyster Pt. Blvd., Suite 301, SSF: 3,169sf@NA (but probably same rate as SMCHD space).
- Another 2,400sf office in the same building is available but was not inspected (see below).

Information on all of the above sites is included, including photos of the District's present Administration Office for comparative purposes (see attachments).

Rent Comparisons: The base rent during the lease extension period for the District Administration Office's present space is stated in the landlord's "Lease Renewal Proposal". Rent for the period June 2014 through May 2015 would be \$7,350.00 (**\$2.00 per sq. ft.**). The District's present monthly rent is \$7,717.50 (**\$2.01**), so the rent going forward in the extension would actually be slightly lower.

Further, this proposed rate compares favorably with comparable rents for the same type of space (Class A) as shown in the attached "Office Lease Comps" for Sept. 2012 (see attachment). These comps range from \$2.73 to \$3.00 per sq. ft. in space located elsewhere in South San Francisco, Brisbane, and San Bruno. Only one space in Brisbane, at Class B, is at \$2.01. On Coastside, one comparable space is available near the HMB golf course – beyond the Board's condition for accessibility to a harbor facility (see below)–, but it is \$2.50 per sq. ft. for 10,025 sq. ft., more than double the current space being rented by the District. The additional alternatives are characterized by being either **too costly** (i. e., more than the District's landlord's proposal, which is slightly less than now being paid) or **too small** (i. e., less than 3,000 sq. ft.)

The alternative inspected in 400OP is 500 sq. ft. smaller than the present office space, but would require considerable alteration with attendant cost to make it suitable for the Administrative Office functions (see below). Also, most of the space is windowless.

Board Conditions for Move from PPH to Oyster Point Marina Plaza: At the time the Board decided to shift the Administration Office out of the PPH Harbor Office building to rented accommodation in 2004, it stated several conditions for the move:

- The move to rented space would be provisional;

- The move would be at or as near as possible to one of the District's harbor facilities;
- The rented space would be as economical as possible, consistent with needs for usable space for District and employee needs;
- Staff would continue to seek and identify alternatives for permanent, rent-free space for the Administration Office (either buy or build);

During the intervening period, the District has investigated numerous alternatives for permanent space in both Bayside and Coastside locations. These have included building at Oyster Point Marina/Park on a long-term leasehold from the City, building on one of the District's El Granada parcels, and buying property in Princeton and building a multi-purpose building housing both the District Office and rental space to help pay for the investment (a few parcels investigated). None of these alternatives proved feasible.

Most recently, the District investigated several alternative possibilities in PPH on which to build a multi-purpose building. In 2012, the Harbor Commission decided on a site on part of parking lot "B" on which the building would be built. The building will accommodate the District's Administration Office, Harbor Commission meeting room (available for multiple uses by agencies and public when not in District use), the Gulf of the Farallones National Marine Sanctuary's San Mateo Coast Visitor Center, and possibly other rental uses for revenue generation to help defray costs.

However, as discussed by the Board on Sept. 18<sup>th</sup>, this structure would not be available for several years until design, environmental, permitting, and construction phases are completed, hence the need to extend the District's present lease at 400 Oyster Point Marina Plaza.

**The new extension includes another option to extend as well. This provides a cushion if the recommended three-year extension is not sufficient before occupancy is possible.**

**Factors to Consider in Exercising the Option to Extend Lease:** The following factors should be considered in reaching a decision to extend the District Office lease:

- The District's new building at PPH will not become available for several years;
- The rent for a lease extension would actually be slightly less than the present rent;
- The present office location is a few minutes' walk from OPM. The Harbor Commission's declared priority for locating in or in close proximity to either District harbor remains active;

- Further, a comparison of rents for comparable space shows that the present location and combination of proposed rent and space amount and allocation are superior to all other alternatives: either other alternatives' rents have higher rates or are more in absolute measure; or, the space offered is insufficient for the District's Administration Office needs (see below);
- Based upon years of operational experience, the Administration Office's essential space needs include at a minimum:
  - (1) Four offices with doors to enable secure document storage and ability to hold confidential discussions. These offices are: General Manager, Finance Director, Accounting, and Human Resource Manager.
  - (2) Adequate work space for other Administration employees.
  - (3) Sufficient space for the following purposes: conferences, bid and proposal reviews, independent finance audits, employment interviews, Board Meeting packet production, Board of Harbor Commissioners meetings (typically special meetings), Board ad hoc committee meetings, staff meetings, project meetings with consultants.
  - (4) Adequate storage space for District records and files, including (a) archival materials that have multi-year or permanent storage requirements, as well as (b) active files. While the District is moving to convert certain files to electronic format, conversion is a lengthy and labor-intensive process that will take years. Even then, there are still certain legal requirements, cost and labor factors to take into account.
  - (5) Space for information technology equipment, e. g., servers, back-ups, etc.
  - (6) Space for office equipment use and supplies.
  - (7) Space for visitor reception area.
  - (8) Space for employee break room, kitchenette.
- A few anecdotal references to "space needs" without supporting documentation or clear applicability to the District's particular needs is insufficient basis for determining a major operational change and expenditure.
- Relocation costs for moving the Administration Office from rented space to a new rented location, which would be at a higher rent, must be included when considering overall costs and possible savings. The move to Oyster Point Marina Plaza from PPH cost over \$43,700 (see attachment). The cost at

today's prices, taking into account inflation, would be more including re-establishing the District's IT/telecomm systems. These latter costs would vary depending upon whether the new location remains within Comcast's service area. The IT cost could be more if this were not the case. Further, a new arrangement would be needed to link OPM to the District's network.

- **Lastly, a major factor that must be considered with a possible move besides dollar costs is the inevitable serious disruption of District business for an extended period during and after the move to whatever location.** Several factors relate to this disruption:

- (1) Numerous routine business functions including processing accounts such as AR and AP and payroll, correspondence (incoming and outgoing), will be disrupted and delayed;
- (2) Preparation of Board meeting agendas, minutes, and documentation will be disrupted, with certain items needing to be deferred with resulting impacts on project or other operational activities;
- (3) Adverse impacts on numerous District projects are likely to be felt, and some scheduled projects will have to be deferred because of staff pre-occupation with the move and resulting reorganization;
- (4) Starts of new non-project initiatives also are likely to be deferred because of move impacts on staff capacity;
- (5) Commission directions to or requests of staff for various purposes may need to be deferred until post-move disruptions subside;
- (6) In view of recent happenings, responses to the numerous Public Records Act requests will be delayed; and
- (7) Adverse impacts on staff may lead to departures, with resulting increased negative effects on administrative operations that would more than offset any wage savings occurring.

## **CONCLUSION**

Having considered the several factors involved, staff concludes that the District would be best served by extending its Administration Office lease by exercising its option to extend.

## Third Addendum to Office Lease

THIS THIRD ADDENDUM TO OFFICE LEASE (the "Third Addendum") is made and entered into as of October 17, 2013, by and between **KASHIWA FUDOSAN AMERICA, INC.**, a California corporation ("Landlord") and **SAN MATEO COUNTY HARBOR DISTRICT**, an independent special district of the State of California ("Tenant").

### Recitals

A. Landlord and Tenant have heretofore entered into that certain lease dated April 30, 2004 (the "Lease") for premises described as Suite 300 (the "Premises"), initially containing approximately 3,675 rentable square feet, in the building located at 400 Oyster Point Boulevard, South San Francisco, California (the "Building"), which forms part of the office building complex commonly known as Oyster Point Marina Plaza (the "Complex").

B. The Lease has heretofore been amended by (i) the "First Addendum to Office Lease" dated as of January 9, 2007, under which the parties agreed to extend the Term of the Lease and make certain other related changes; and (ii) the "Second Addendum to Office Lease" dated as of July 23, 2009, under which the parties agreed to extend the Term of the Lease through May 31, 2014, and to make certain other related changes.

C. The parties mutually desire to amend the terms of the Lease to extend the Term and make other related changes, all on and subject to the terms and conditions hereof.

### Agreement

**Now, therefore**, in consideration of the mutual terms and conditions herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1 EFFECT OF ADDENDUM.** Landlord and Tenant agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below will be deemed to be part of the Lease and shall supersede, to the extent they differ, any contrary provisions in the Lease. Terms defined in the Lease shall have the same meanings in this Third Addendum, unless a different definition is set forth in this Third Addendum. A true and complete copy of the Lease as heretofore amended is attached hereto as **Exhibit A** and incorporated herein by reference.

**2 EFFECTIVE DATE.** The amendments and changes specified in this Third Addendum shall become effective on **June 1, 2014** (the "Effective Date"). Notwithstanding the foregoing, this Third Addendum shall constitute the fully-binding agreement and contract of the parties from and after the date of the parties' execution and delivery of this Third Addendum to each other.

**3 EXTENSION OF LEASE TERM.** The Term of the Lease specified in § 1.4 of the Lease as heretofore amended is hereby extended for an additional period of three (3) years commencing on **June 1, 2014** (the "Extension Term Commencement Date"), and the Expiration Date of the Lease is hereby amended accordingly to **May 31, 2017**.

**3.1 Option to Renew.** Tenant is hereby granted one (1) option to extend (the "Extension Option") the Term of the Lease as hereunder extended for one (1) additional period of three (3) years (the "Extension



Period"). The Extension Period term shall begin the first day following the Expiration Date and shall take effect on the same terms and conditions in effect under the Lease immediately prior to the first Extension Period, except that (i) Tenant shall have no further right to extend and (ii) monthly Base Rent shall be the rate which is Fair Market Value (as defined below). The Fair Market Value shall be the effective rent (face rate less free rent) being charged for comparable space in comparable buildings in the vicinity of the Building leased on comparable terms.

**3.1.1 Exercise of Option.** The Extension Option may be exercised only by (i) delivering in person to Landlord's Building Manager in the Building Office written notice of Tenant's irrevocable election to exercise no earlier than nine (9) months and no later than six (6) months prior to the commencement of the Extension Period, and (ii) collecting and retaining in exchange for such notice of exercise an original written receipt therefor signed and dated by Landlord's Building Manager. Tenant's exercise of its Extension Option shall not be effective or valid if there is any deviation in the timing or manner of exercise prescribed herein.

**3.1.2 Failure to Exercise.** If Tenant shall fail validly and timely to exercise the Option herein granted, said Option shall terminate and shall be null and void and of no further force and effect.

**3.1.3 Fair Market Value.** Provided that Tenant has validly exercised its Option when and as required hereunder, not less than one hundred and eighty (180) days prior to the commencement of the Extension Period, Landlord shall provide written notice to Tenant of its determination of the Fair Market Value. Within ten (10) days after receiving such determination ("Tenant's Review Period"), Tenant shall irrevocably elect, in writing, to do one of the following: (i) accept Landlord's determination; or (ii) object to Landlord's determination and with such objection set forth in writing Tenant's determination of the Fair Market Value. If Tenant so objects, Landlord and Tenant shall attempt in good faith to agree upon such Fair Market Value using their best good-faith efforts. If Landlord and Tenant fail to reach agreement within fifteen (15) days following Tenant's Review Period (the "Outside Agreement Date"), then each party's determination shall be submitted to arbitration in accordance with the then-current rules and procedures of the American Arbitration Association, but subject to the instructions set forth in this § 3.1 *et seq.*. If Tenant objects to Landlord's determination of Fair Market Value, Tenant shall pay Rent at the Fair Market Value determined by Landlord until the matter is resolved by binding arbitration as provided below subject to retroactive adjustment after the matter is so resolved. If Tenant fails so to accept or object to Landlord's determination of Fair Market Value in writing within Tenant's Review Period, Tenant shall conclusively be deemed to have approved of the Fair Market Value as determined by Landlord. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Fair Market Value for the Premises is the more accurate as determined by the arbitrators, taking into account the requirements of this § 3.1 *et seq.*

**3.1.4 Appointment of Arbitrators.** Not later than fifteen (15) days following the Outside Agreement Date, Landlord and Tenant shall each appoint one arbitrator who shall by profession be a real estate broker who shall have been active over the ten-year period ending on the date of such appointment in the leasing of commercial properties within northern San Mateo County. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Fair Market Value for the Premises is the more accurate as determined by the arbitrators, taking into account the requirements of this § 3.1 *et seq.*

**3.1.5 Appointment of Third Arbitrator.** The two (2) arbitrators so appointed shall within fifteen (15) days of the date of the appointment of the last-appointed arbitrator agree upon and appoint a third arbitrator, who shall be qualified under the same criteria as set forth hereinabove for qualification of the initial two arbitrators.

**3.1.6 Arbitrators' Decision.** The three (3) arbitrators shall, within thirty (30) days of the appointment of the third arbitrator, reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Fair Market Value, and shall notify Landlord and Tenant thereof. The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant. The arbitrators shall not be permitted to set Fair Market Value to any level other than either Landlord's or Tenant's submitted Fair Market Value.

**3.1.7 Failure to Appoint.** If either Landlord or Tenant fails to appoint an arbitrator within fifteen (15) days after the Outside Agreement Date, the arbitrator timely appointed by one of the parties shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant. If the two (2) arbitrators fail to agree upon and appoint a third arbitrator, both arbitrators shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, but subject to the instructions set forth in this § 3.1 *et seq.*.

**3.1.8 Cost of Arbitration.** The cost of arbitration shall be paid by Landlord and Tenant equally.

**3.1.9 Default.** Tenant's exercise of the Option shall, at Landlord's election, be null and void if Tenant is in Default on the date of Tenant's notice of exercise or at any time thereafter and prior to commencement of the Extension Period. Tenant's exercise of the Extension Option shall not operate to cure any Default by Tenant nor to extinguish or impair any rights or remedies of Landlord arising by virtue of such Default. If the Lease or Tenant's right to possession of the Premises shall terminate before Tenant shall have exercised the Extension Option, then immediately upon such termination the Extension Option shall simultaneously terminate and become null and void.

**3.1.10 Time.** Time is of the essence of the Extension Option granted hereunder.

**3.2 Early Termination Right.** Notwithstanding anything to the contrary in this Lease, Tenant shall have the right in its sole and absolute discretion to terminate this Lease effective on either (i) **May 31, 2015** (the "First Early Termination Date") upon prior written notice given to Landlord not later than February 1, 2015 (the "First Termination Notice") or (ii) **May 31, 2016** (the "Second Early Termination Date") upon prior written notice given to Landlord not later than February 1, 2016 (the "Second Termination Notice"). If Tenant elects to give Landlord the First Termination Notice, the Lease shall terminate on the First Early Termination Date with the same effect as if the Term of the Lease had expired on the First Early Termination Date, and Tenant agrees to observe all the terms of the Lease regarding vacation and condition of the Premises upon expiration of the Term in any such case. If Tenant does not elect to give Landlord the First Termination Notice but does elect to give Landlord the Second Termination Notice, the Lease shall terminate on the Second Early Termination Date with the same effect as if the Term of the Lease had expired on the Second Early Termination Date, and Tenant agrees to observe all the terms of the Lease regarding vacation and condition of the Premises upon expiration of the Term in any such case. In consideration of the termination right granted to Tenant hereunder, Tenant agrees to pay to Landlord on the date Tenant delivers its First Termination Notice a termination fee equal to Three Thousand Two Hundred Dollars (\$3,200.00) and, if Tenant does not elect to give Landlord the First Termination Notice but does elect to give Landlord the Second Termination Notice, Tenant agrees to pay to Landlord on the date Tenant delivers its Second Termination Notice a termination fee equal to One Thousand Six Hundred Dollars (\$1,600.00). Tenant's payment of the Termination Fee when and as required under this ¶ 3.2 is an express condition precedent to Tenant's effective exercise of its termination option hereunder; and if Tenant fails to exercise its termination option when and as provided hereunder, including timely payment of the Termination Fee, Tenant's exercise of its termination option shall be void and of no effect, and the Lease shall remain in effect as if Tenant had not attempted the exercise of its termination option. Time is of the essence of this ¶ 3.2.

**4 EXTENSION TERM BASE YEAR.** As specified in the Table above, the Base Year for the purposes calculating Tenant's Share of Increased Operating Expenses and Increased Taxes under Article 4 of the Lease shall be calendar year 2014 from and after the Effective Date.

**5 SUMMARY TABLE.** The Table set forth in § 1.2 of the Lease, as heretofore amended, is hereby superseded and replaced in its entirety by the following table, which shall constitute the Table under § 1.2 of the Lease for all purposes from and after the Effective Date of this Third Addendum:

PERIODS	SUITE NO.	RSF	USF	MONTHLY BASE RENT	TENANT'S SHARE BLDG	TENANT'S SHARE COMPLEX	BASE YEAR
June 1, 2014, through May 31, 2015	300	3,675	3,196	\$7,350.00	1.586%	0.791%	2014
June 1, 2015, through May 31, 2016	300	3,675	3,196	\$7,570.50	1.586%	0.791%	2014
June 1, 2016, through May 31, 2017	300	3,675	3,196	\$7,797.62	1.586%	0.791%	2014

In the event of any conflict between the terms contained in the Table and the terms contained in subsequent paragraphs of this Third Addendum, the terms of the Table shall control, except as may be expressly varied in any subsequent paragraph of this Third Addendum.

**6 CONDITION OF PREMISES.** Tenant shall accept the Premises, any existing Improvements therein, and the Systems and Equipment serving the same in an "as is" condition on the Extension Term Commencement Date; and Landlord shall have no obligation to improve, alter, remodel, or otherwise modify the Premises in connection with Tenant's continued occupancy of the Premises from and after the Effective Date.

**7 SECURITY DEPOSIT.** Tenant's Security Deposit specified in § 5.1 of the Lease shall remain unchanged in consequence of the parties' execution and delivery of this Third Addendum to each other.

**8 NOTICES.** Landlord's address for notices under § 23.1 of the Lease is hereby amended as follows:

*if to Landlord:*

**KASHIWA FUDOSAN AMERICA, INC.**  
c/o Cushman & Wakefield of California, Inc.  
Attn: Property Manager  
400 Oyster Point Boulevard, Suite 117  
South San Francisco, CA 94080

*copy to:*

**Colliers International, Agent**  
Attn: Oyster Point Asset Manager  
3 Park Plaza, Suite 1200  
Irvine, CA 92614

**9 ACCESS INSPECTION DISCLOSURE.** Pursuant to California Civil Code § 1938, Landlord hereby notifies Tenant that, as of the date of this Third Addendum, the Premises have not undergone inspection by a "Certified Access Specialist" to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code § 55.53, and the Premises have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code § 55.53.

**10 NO DISCLOSURE.** Tenant agrees that it shall not disclose any of the matters set forth in this Third Addendum or disseminate or distribute any information concerning the terms, details, or conditions hereof to any person, firm, or entity without obtaining the express written approval of Landlord.

**11 NO OFFER.** Submission of this Third Addendum is not an offer to enter into the same but a solicitation for such an offer by Tenant. Tenant agrees that its execution of this Third Addendum constitutes a firm offer to enter the same which may not be withdrawn for a period of thirty (30) working days after delivery to Landlord. Landlord shall not be bound by this Third Addendum until Landlord has executed and delivered the same to Tenant. This Third Addendum shall not be relied upon by any other party, individual, corporation, partnership, or other entity as a basis for terminating its lease with Landlord.

**12 DEFINED TERMS.** Terms used herein that are defined in the Lease shall have the meanings therein defined, unless a different definition is set forth in this Third Addendum. In the event of any conflict between the provisions of the Lease, and this Third Addendum, the terms of this Third Addendum shall prevail.

**13 SURVIVAL.** Warranties, representations, agreements, and obligations contained in this Third Addendum shall survive the execution and delivery of this Third Addendum and shall survive any and all performances in accordance with this Third Addendum.

**14 COUNTERPARTS.** This Third Addendum may be executed in any number of counterparts, which each severally and all together shall constitute one and the same Third Addendum.

**15 ATTORNEYS' FEES.** If any party obtains a judgement against any other party or parties by reason of breach of this Third Addendum, reasonable attorneys' fees and costs as fixed by the court shall be included in such judgement against the losing party or parties.

**16 SUCCESSORS.** This Third Addendum and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties.

**17 AUTHORITY.** Each of the individuals executing this Third Addendum represents and warrants that he or she is authorized to execute this Third Addendum on behalf of the party for whom he or she is executing this Third Addendum and that by his or her signature such party is legally bound by the terms, covenants, and conditions of this Third Addendum.

**18 GOVERNING LAW.** This Third Addendum shall be construed and enforced in accordance with the laws of the State of California.

**19 CONTINUING VALIDITY OF LEASE.** Except as expressly modified herein, the Lease remains in full force and effect.

**20 CONFLICTS.** In the event of any conflict between the provisions of the Lease and those of this Third Addendum, the terms and provisions of this Third Addendum shall control.

**21 LANDLORD'S REPRESENTATIVE.** Tenant acknowledges and agrees that, in executing this Third Addendum, TAK Development, Inc., a California corporation, is acting solely in its capacity as Landlord's authorized attorney-in-fact. TAK Development, Inc. is not acquiring or assuming any legal liability or obligation to any other party executing this Third Addendum, and any claim or demand of any such other party arising under or with respect to this Third Addendum shall be made and enforced solely against Landlord.

**22 WHOLE AGREEMENT.** The mutual obligations of the parties as provided herein are the sole consideration for this Third Addendum, and no representations, promises, or inducements have been made by the parties

other than as appear in this Third Addendum, which supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the parties other than those set forth in this Third Addendum. This Third Addendum may not be amended except in writing signed by all the parties.

**In witness whereof**, the parties have executed this Third Addendum as of the date first above written.

*Landlord:*

*Tenant:*

**KASHIWA FUDOSAN AMERICA, INC.**, a California corporation

**SAN MATEO COUNTY HARBOR DISTRICT**, an independent special district of the State of California

By: **TAK Development, Inc.**, a California corporation

By: 

Its: Attorney-in-Fact

**Peter Grenell**

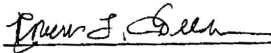
*[name typed]*

By: 

**Yujin Yamaai**, Vice President

Its: 

**GENERAL MANAGER**



Robert L. Delsman  
Approved as to Legal Form & Sufficiency  
Berkeley, California  
2013.10.16 17:08:14 -07'00'

### Options for Administrative Office Rental Space

This is the only option reviewed so far:

504 Ave Alhambra, El Granada Floor 2

Space Square Footage 3,768 Square Feet (second floor)

Rent List Price \$6,794 to \$7,536 per month (\$1.75 to \$2. Per square foot)

\$79,128 to \$90,432. Per year

Water /Sewer Bill \$ 200 (estimate per month)

Electric Bill \$ 500. (estimate per month)

Janitorial Supplies \$750. PER YEAR

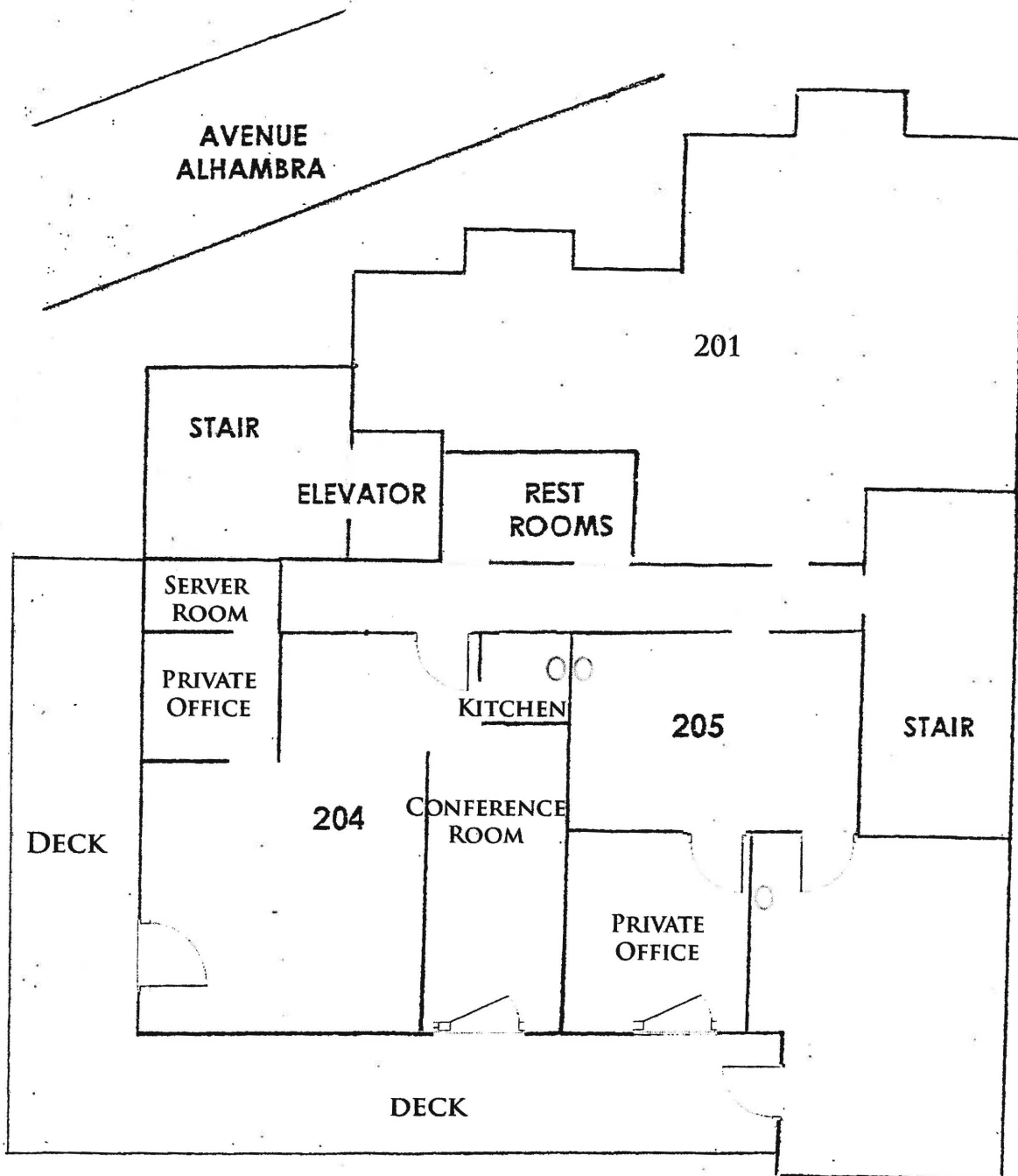
Janitorial Services \$10,000 (estimate using 2 visits per week at 4 hours each at \$25. Per hr)

Security Alarm \$500 PER YEAR

Term 3 Year Term is Requested by Landlord



HARBOR VISTA - 2ND FLOOR  
DIAGRAM HAS NOT BEEN DRAWN TO SCALE



2nd floor  
504 Ave Alhambra  
El GRANADA



Address	504 Avenue Alhambra El Granada, CA 94018	371 Princeton Avenue El Granada, CA 94018
<b>Property Type</b>	Office/Retail	Office/Retail/Warehouse
<b>Building Size</b>	8,000	5,200 (Main Building) + 2,000 (Warehouse)
<b>Year Built</b>	1988	Unknown
<b>No. Stories</b>	3	2
<b>Space Available</b>	3,756*	5,200 (Main Building) + 2,000 (Warehouse)
<b>Asking Rent/Month/SF</b>	\$1.95 Modified Gross **	Negotiable
<b>Total Rent/Month</b>	\$7,324.20	Negotiable
<b>Total Rent/Year</b>	\$87,890.40	Negotiable
<b>Parking Spaces</b>	24	15
<b>Distance to Harbor</b>	0.8 Miles	0.54 Miles
<b># of Private Offices</b>	2 to 3	None
<b># of Conference Rooms</b>	1 to 2	None
<b>Public Meeting Room</b>	Yes	Possibly
<b>Kitchen</b>	Kitchen and 2 Additional Sinks	Unknown
<b>Professionally Managed</b>	Working Dirt Management	Owner/Manager
<b>Building Janitorial Services Provided</b>	Possibly	No
<b>Utilities</b>	Separately Metered	Separately Metered
<b>Food Options Within Walking Distance</b>	Limited	Lots
<b>Food Options Within Driving Distance</b>	Yes	Yes
<b>Elevator Served</b>	Yes	No
<b>ADA Restrooms</b>	Were ADA Compliant in the Past	Unknown
<b>Building Amenities</b>	Elevator, Private Deck, Ocean Views, Kitchen, Multiple Sinks, 10' Ceiling Height, Meeting Room	Opportunity for Multiple Tenants, Harbor Views, Kitchen, Multiple Sinks, Warehouse On Site
<b>Notes</b>	* I believe the square footage is inaccurate and closer to 3,000 sq ft. ** Does not include utilities and janitorial	Currently occupied on month to month lease. Landlord open to making improvements or demising the space.





Address	225 S. Cabrillo Highway Half Moon Bay, CA 94019	80 Stone Pine Road Half Moon Bay, CA 94019
Property Type	Office/Retail	Office
Building Size	38,000	10,781
Year Built	1979	2001
No. Stories	2	2
Space Available	Various Spaces Available from 351-8,000 sf	2,415
Asking Rent/Month/SF	\$2.25-\$2.35 Full Service*	\$2.50 Full Service*
Total Rent/Month	Depends on Which Space is Chosen	\$6,037.50
Total Rent/Year	Depends on Which Space is Chosen	\$72,450.00
Parking Spaces	130+	43
Distance to Harbor	4.23 Miles	4.44 Miles
# of Private Offices	Depends on Which Space is Chosen	5
# of Conference Rooms	Depends on Which Space is Chosen	1
Public Meeting Room	Depends on Which Space is Chosen	Middle of Office
Kitchen	No, but Landlord May Add	No, but Landlord May Add
Professionally Managed	Owner/Manager	Yes, Corporate Realty Management
Building Janitorial Services Provided	Yes	Yes
Utilities	Included in Base Rent	Included in Base Rent
Food Options Within Walking Distance	Lots	Lots
Food Options Within Driving Distance	Yes	Yes
Elevator Served	Yes	Yes
ADA Restrooms	Were ADA Compliant in the Past	Were ADA Compliant in the Past
Building Amenities	Room to Expand, Central Location, Easy Access, Walking Distance to Downtown Amenities, Ample Parking, Full Service Lease	Central Location, Walking Distance to Downtown Amenities, Ample Parking, Newer Construction, Full Service Lease
Notes	*Includes utilities but does include interior janitorial.	*Includes utilities and interior janitorial.

PREPARED BY RANDY KINGHORN






Address	248 Main Street Half Moon Bay, CA 94019	2450 Cabrillo Highway Half Moon Bay, CA 94019
<b>Property Type</b>	Office/Retail	Office
<b>Building Size</b>	8,265	14,932
<b>Year Built</b>	1998	2002
<b>No. Stories</b>	2	2
<b>Space Available</b>	3,745	2,450 - 3,410
<b>Asking Rent/Month/SF</b>	\$1.50 + (\$0.25 NNN)*	\$2.20 Full Service*
<b>Total Rent/Month</b>	\$6,553.75	Depends on Which Space is Chosen
<b>Total Rent/Year</b>	\$78,645.00	Depends on Which Space is Chosen
<b>Parking Spaces</b>	33	56
<b>Distance to Harbor</b>	4.29 Miles	6.57 Miles
<b># of Private Offices</b>	5	Depends on Which Space is Chosen
<b># of Conference Rooms</b>	2	Depends on Which Space is Chosen
<b>Public Meeting Room</b>	No	Depends on Which Space is Chosen
<b>Kitchen</b>	Yes	Unknown
<b>Professionally Managed</b>	Yes, Corporate Realty Management	Yes, Kenmark Realty
<b>Building Janitorial Services Provided</b>	Possibly	Yes
<b>Utilities</b>	Separately Metered	Included in Base Rent
<b>Food Options Within Walking Distance</b>	Lots	Limited
<b>Food Options Within Driving Distance</b>	Yes	Yes
<b>Elevator Served</b>	Yes	Yes
<b>ADA Restrooms</b>	Were ADA Compliant in the Past	Were ADA Compliant in the Past
<b>Building Amenities</b>	Central Location, Walking Distance to Downtown Amenities, Newer Construction, Ground Floor	Newer Construction, Elevator, High End Improvements, Highway 1 Signage
<b>Notes</b>	*Does not include utilities and janitorial	*Includes utilities and interior janitorial.

PREPARED BY RANDY KINGHORN







**Alex Kent -Your Fiduciary**  
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 Restaurant, Retail, & Office Real Estate Broker

504 Avenue Alhambra, El Granada, CA, 94018 - Available for Lease  
 Office For Lease

View this active lease listing or start a search to find more properties for lease.

[For Sale](#)   **[For Lease](#)**

        [Advanced search](#)

[Browse More Listings in Office For Lease,](#)

**Harbor Vista Building**  
 504 Avenue Alhambra, El Granada, CA 94018

**\$1.95 - \$2.25 /SF/Month**  
 5,096 SF | Office



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 \$70M+ Leases & Purchases completed

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Request Additional Information

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**Office Property For Lease**

Total Space Available:	5,096 SF	Building Size:	8,050 SF
Rental Rate:	\$1.95 - \$2.25 /SF/Month	Building Class:	A
Min. Divisible:	500 SF	Lot Size:	10,977 SF
Max. Contiguous:	3,768 SF	Listing ID	18882652
Property Type:	Office	Last Updated	today
Property Sub-type:	Office Building		

[Find Out More...](#)

**2 Spaces Available**

Display Rental Rate as [Entered](#) ▾

**Harbor Vista Building**

Office | **Space Available: 1,328 SF**  
**Space 100 | \$1.95 - \$2.25 /SF/Month | 5,096 SF**

[Watch Property](#)

[Contact Listing Broker](#)

Rental Rate: **\$2.25 /SF/Month**

Space Type: Office Building  
 Min. Divisible: 500 SF  
 Lease Type: Modified Gross  
 Date Available: Sep 2014  
 Lease Term: 36 Months  
 No. Parking Spaces: 2  
 Rent is Negotiable

**Space 200** Space Available: **3,768 SF**  
 Rental Rate: **\$1.95 /SF/Month**  
 Space Type: Office Building  
 Min. Divisible: 900 SF  
 Lease Type: Modified Gross  
 Date Available: Sep 2014  
 Lease Term: 36 Months  
 No. Parking Spaces: 2

**Description**

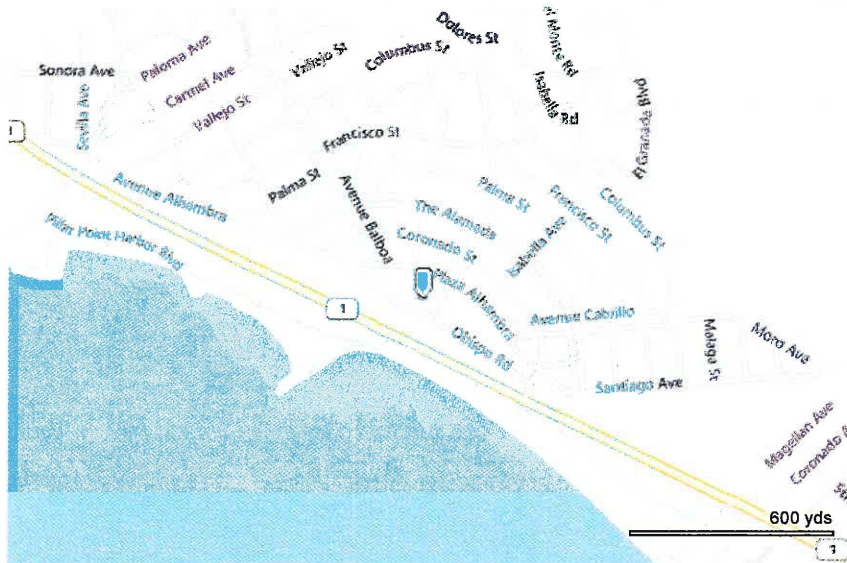
The Property is a multi-tenant office building of 8050 SF on a 10,977 sf parcel, with 108 feet of frontage on Avenue Alhambra and 100 feet of ocean-facing frontage. The Property features impressive Ocean views from large private decks on the 2nd and 3rd floors.

Rent is Negotiable on both suites.

The Property is located in the unincorporated area of San Mateo County known as El Granada, adjacent to Half Moon Bay. El Granada is a popular beachfront community featuring restaurants and hotels in the immediate area. The Property is currently configured for three individual tenant spaces.

**Map of 504 Avenue Alhambra, El Granada, CA 94018 (San Mateo County)**

[Hide Map](#)





**Harbor Vista Building**  
 Office space for \$225 per month  
 504 Avenue Alhambra, El Granada, CA 94018 (San Mateo County)

[Watch Property](#)

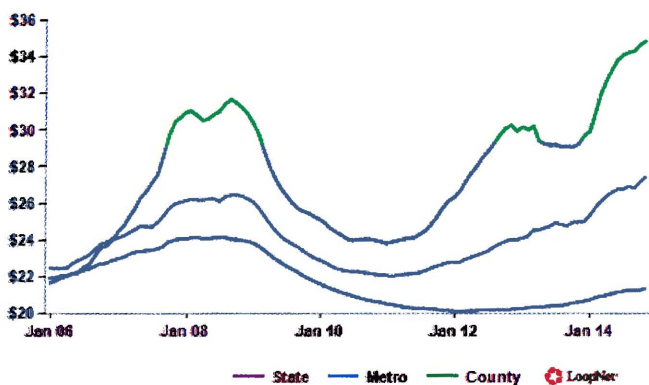
[Contact Listing Broker](#)

- [Demographics](#) – Population, income & other demographics near 504 Avenue Alhambra
- [Research Price](#) – Recent sales of similar properties
- [Property Record Data](#) – Historical listings, current tax, mortgage, owners & tenant info for this building

[Contact Listing Broker](#) to find out more details.

**Asking Price Index Trends for El Granada, CA Office For Lease**


Asking Rent Office for Lease El Granada, CA (\$/SF/Year)



	Nov 14	vs. 3 mo. prior	Y-O-Y
State	\$21	+0.4%	+3.5%
Metro	\$27	+1.8%	+9.7%
County	\$35	+1.8%	+19.1%

View [El Granada Market Trends](#) for other property types for sale or lease. [Learn more](#) about the chart info.

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions, or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial, and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs. TB-BSO



Historical Industrial Sale Listing - 279 Princeton Avenue,  
Industrial For Sale

This Industrial property is Off-Market. Search below to find active commercial real estate for sale or lease.

For Sale
  For Lease

[Advanced search](#)

Browse More Listings in [Industrial For Sale](#), [Half Moon Bay, CA](#) or [California](#)

279 Princeton Avenue,  
279 Princeton Avenue, Princeton by the Sea, CA 94019

N/A  
2,500 SF | Industrial  
[| Get Financing](#)



**Industrial Property - Off Market**

Price:	N/A	Clear Ceiling Height:	17 ft.
Building Size:	2,500 SF	Lot Size:	17,500 SF
Property Type:	Industrial	APN / Parcel ID:	047-036-520
Property Sub-type:	Warehouse	Listing ID:	18683994
Property Use Type:	Vacant/Owner-User	Last Updated:	85 days ago
Commission Split:	2.5%		

**Utilities**

- Fenced Yard
- Trailer Parking

- Electricity/Power

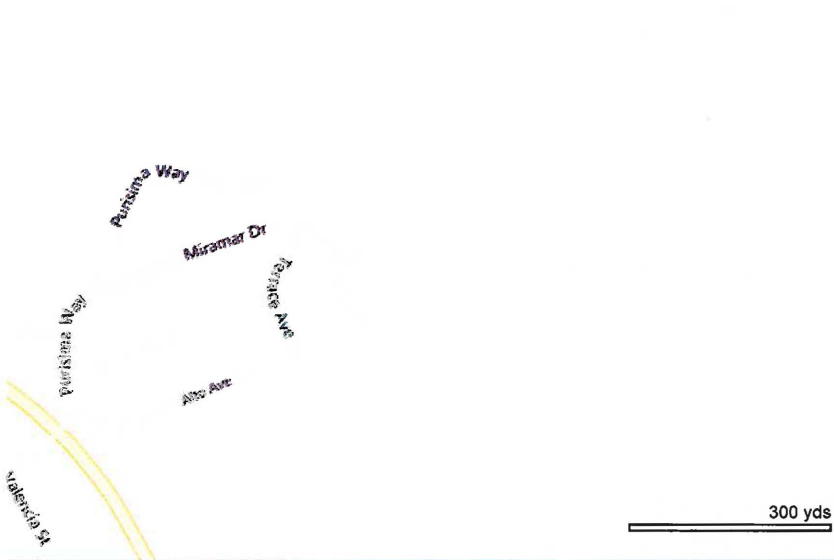
### Description

Outstanding site w/ views of ocean from office. 5 lots on 4 parcels totaling 17,500 sq ft ( 047-036-520, 530,540 and 550), w/ 2000 sq.ft. warehouse building & 500 sq. ft. loft, BA & 17' ceilings. 220 Volts/3 phase. Extra wide roll up doors & add'l rented "gear shop" on site. Long term tenants mo-mo tenancy w/ additional income from boat storage totaling \$4000/mo. Municipal water in warehouse and 3 ADDITIONAL WATER ALLOTMENTS! Street to street lot, warehouse backs up to Columbia St.

Wonderful central location in Princeton By the Sea at Pillar Point Harbor/ Maverick's area- quiet and serene with views of harbor and ocean from loft office.

### Map of 279 Princeton Avenue, Princeton by the Sea, CA 94019 (San Mateo County)

[Hide Map](#)



### Research for 279 Princeton Avenue, Princeton by the Sea, CA 94019 (San Mateo County)

- [Demographics](#) – Population, income & other demographics near 279 Princeton Avenue
- [Research Price](#) – Recent sales of similar properties
- [Property Record Data](#) – Historical listings, current tax, mortgage, owners & tenant info for this building

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions, or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial, and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs. TB-BSO

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Historical Special Purpose Lease Listing - 179 Harvard Avenue  
Special Purpose For Lease

This Special Purpose property is Off-Market. Search below to find active commercial real estate for sale or lease.

For Sale For Lease

Special Purpose

Princeton By The Sea, CA

Search

Advanced search

Browse More Listings in Princeton by the Sea, CA or California

179 Harvard Avenue

179 Harvard Avenue, Princeton By The Sea, CA 94019

N/A  
Special Purpose



Be the Featured Local Business

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Click to learn more

Special Purpose Property - Off Market

Rental Rate:	N/A	Lot Size:	3,500 SF
Property Type:	Special Purpose	Listing ID	15519381
Property Sub-type:	Special Purpose (Other)	Last Updated	over 1 year ago
Building Size:	3,100 SF		

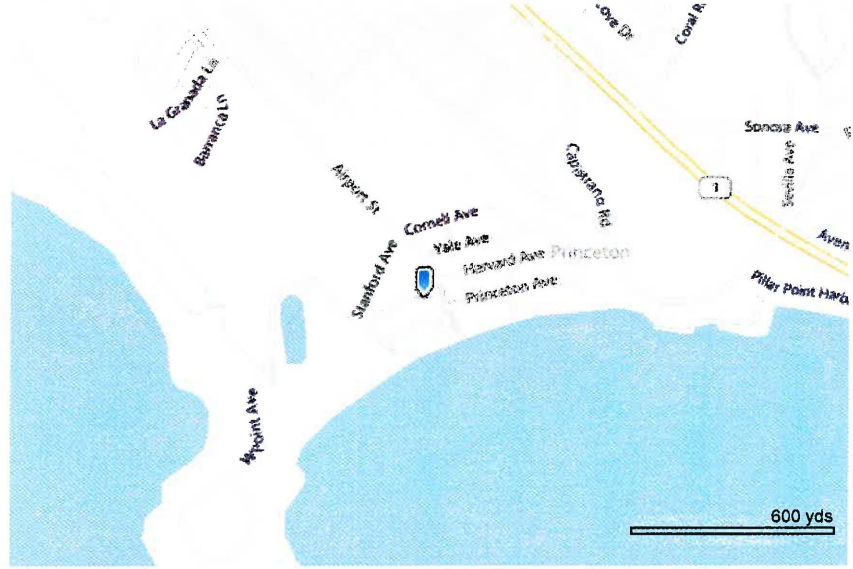


Description

NEWLY CONSTRUCTED OFFICE/WAREHOUSE. GROUND FLOOR APPROXIMATELY 1600 SF OF WAREHOUSE SPACE WITH 12 FOOT CEILING, AUTOMATIC 10 FOOT ROLLUP DOOR, & ADA RESTROOM WITH SHOWER. SECOND FLOOR APPROXIMATELY 1400 SF OF OFFICE SPACE WITH 9 FOOT CEILING, DIVIDED INTO FOUR SPACES: RESTROOM, TWO SMALLER OFFICES & ONE LARGE OPEN OFFICE SPACE WITH SLIDING DOOR TO LARGE BALCONY. POSSIBLE LIMITED LIVE WORK SPACE WITH IMPROVEMENT INCENTIVES OFFERED BY OWNER. LOCATED 25 MILES SOUTH OF SAN FRANCISCO IN THE ECCLECTIC PILLAR POINT HARBOR COMMUNITY OF PRINCETON BY THE SEA. CLOSE TO RESTAURANTS & NEW HOTEL & RETAIL CENTER. HOME OF THE MAVERICKS SURF CONTEST. THIS AREA IS MAJOR BAY AREA TOURIST DESTINATION AND LOCATION OF MANY LOCAL BUSINESSES WHO ENJOY THE NATURAL BEAUTY OF THEIR SURROUNDINGS.



Map of 179 Harvard Avenue, Princeton By The Sea, CA 94019 (San Mateo County) [Hide Map](#)



Research for 179 Harvard Avenue, Princeton By The Sea, CA 94019 (San Mateo County)

- [Demographics](#) – Population, income & other demographics near 179 Harvard Avenue
- [Research Price](#) – Recent sales of similar properties
- [Property Record Data](#) – Historical listings, current tax, mortgage, owners & tenant info for this building

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## **CPRA Document Request Policy**

Friday, December 26, 2014

Commissioner Brennan

### **Policy regarding California Public Records Act requests**

#### **Response to CPRA Requests**

When a request for documents is received under the California Public Records Act (CPRA), staff is to respond in a timely manner, depending on the size and availability of the requested document.

#### **CPRA Document Review Process**

CPRA requests are not to be automatically forward to General Counsel. Staff should review the list of exemptions in the CPRA. If the document is clearly exempt, staff should respond with the exact subsection in the CPRA which makes the document exempt. If there is ambiguity regarding whether the document is exempt, the General Manager should review the request and only if unable to make a decision should it be referred to General Counsel. The review by the General Manager and if necessary by General Counsel should be completed within 5 business days from the date of the request.

#### **Documents Available in Electronic Form**

For all non-exempt documents, if the document exists in electronic form and it is requested in electronic form, it is to be provided within 5 business days from the date of the request.

#### **Small Documents Not Available in Electronic Form**

If not requested in electronic form or not available in electronic form, the following applies. When paper copies are requested, small documents, under 10 pages, will be provided within 5 business days from the date of determination that it is not exempt, normally 5 business days from the date of the request.

**Large/Multiple Documents**

Larger documents or multiple small documents requests are allowed 10 business days from the date of the request. For larger documents for which the request didn't specify electronic or paper, if an electronic copy exists staff should notify the requester of the number of pages and file size of the document and ask if an electronic copy is acceptable.

**Document Inspection**

Original documents may only be reviewed by the public in the District's office. When a request is made to inspect documents in person in lieu of or prior to photocopying/scanning/printing, documents are to be provided immediately for inspection unless staff has a good faith belief that they are exempt, in which case the preceding evaluation procedure applies.

**Placing Documents on the District's Website**

Staff is to keep track of which documents are requested, and any documents which are requested more than rarely will be placed on the District's website in a public documents section.

**CPRA Report**

The General Manager shall include in the each regular meeting board packet a list of the documents which were requested under the CPRA since the previous such report.

## **Commissioner Document Request Policy**

Friday, December 26, 2014

Commissioner Brennan

### **Policy regarding information and document requests from commissioners**

#### **Document Requests from Commissioners**

Staff will provide requested information and requested documents to commissioners in a timely manner, no more than 2 business days from the date of the request.

No information or documents are to be withheld from commissioners unless California Law or Federal Law restricts the specific information, in which case, the specific Law must be cited to the commissioner making the request.

#### **Document Review Process**

Requests are not to be referred to Counsel unless staff has a good reason to believe the requested information is protected by California or Federal law from disclosure to commissioners. In such a case, the General Manager will decide whether to supply the information or refer it to the District's General Counsel for review. If the latter, the requesting commissioner will be notified first by District staff and given the opportunity to withdraw or modify the request prior to it being reviewed by General Counsel.

Within 5 business days of any referral, General Counsel must either allow the request or respond with the specific law, which protects the information.

## **Additional Background**

CPRA Gov. Code Section 6253

(e) Except as otherwise prohibited by law, a state or local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in this chapter.

**Resolution 20-12**

**to  
Authorize the General Manager to  
Approve Purchases in an Amount  
Not to Exceed \$15,000**

**Whereas**, Policy 4.3.1 – Purchasing Procedures currently authorizes the General Manager to approve purchases for goods and services up to \$10,000; and

**Whereas**, The Board of Harbor Commissioners has determined that the General Manager's authority should be increased so that the General Manager may approve purchases for goods and services up to \$15,000; and

**Therefore**, be it resolved that the Board of Harbor Commissioners does hereby adopt this Resolution 20-12 which shall authorize the General Manager to approve purchases in an amount not to exceed \$15,000.

Approved this 5th day of December, 2012 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For: Bernardo, Holsinger, Padreddii, Parravano, Tucker

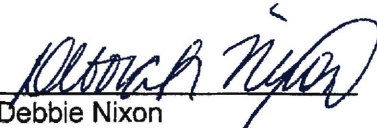
Against: None

Absent: None

Abstain: None

**Attested**

**BOARD OF HARBOR COMMISSIONERS**

  
Debbie Nixon  
Deputy Secretary

  
James Tucker  
President



**Action:** Motion by Padreddii, second by Parravano to authorize the General Manager to issue a public notice. The motion passed unanimously by a roll call vote.

Ayes: 5  
Nays: 0

## New Business, Continued

- 9 **TITLE:** Resolution 20-12 to Authorize the General Manager to Approve the Purchase of Goods and Services in an Amount not to Exceed \$15,000.00
- REPORT:** Frederick, Memo, Resolution
- PROPOSED ACTION:** Adopt Resolution 20-12 to authorize the General Manager to approve the purchase of goods and services in an amount not to exceed \$15,000.00

Frederick recommended increasing the expenditure limit for the General Manager to \$15,000 due to inflation and that this will allow the General Manager to continue operations in an efficient manner.

**Action:** Motion by Parravano, second by Bernardo to adopt Resolution 20-12 to authorize the General Manager to approve the purchase of goods and services in an amount not to exceed \$15,000. The motion passed unanimously by a roll call vote.

Ayes: 5  
Nays: 0

- 10 **TITLE:** Travel to and Participation in National Working Waterfronts and Waterways 2013 Symposium, Tacoma, WA: Grenell and Grindy
- REPORT:** Grenell, Memo
- PROPOSED ACTION:** Authorize travel to and participation in the 2013 National Working Waterfronts Symposium in Tacoma, WA, March 25-28, 2013 for General Manager Grenell and Harbor Master Grindy

Grenell stated that the last time he participated in the National Working Waterfronts and Waterways symposium was in 2010. He stated at that symposium, the group did two important things: 1) formed a National Working Waterfronts Network, and 2) agreed to have the next symposium on the west coast. He stated that this year the symposium will be held in Washington State and that there is nationwide participation; 200-400 people are expected to attend. Grenell stated the Director for California Maritime Infrastructure Authority (CMIA), of which the District is a member, will be making a presentation. Grenell stated that if he is

## Staff Report

### CONSIDERATION OF REVISING POLICY AND CONTRACT REGARDING USE OF DISTRICT'S LEGAL COUNSEL

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#### **Recommendation**

Move to accept Amendment changes of item #5. {A redlined copy and a copy of the modified language are attached}

#### **Background**

A change occurred at the August 7<sup>th</sup>, 2013 (see attached minutes) District meeting regarding legal services, where there were specific limitations and restrictions to board members requesting access to District legal services where it had been available prior.

5. RELATED LEGAL SERVICES

The District Legal Counsel also shall perform such other related legal services for the District as may be requested by the District Board or District Manager. ~~Individual commissioners are not authorized to make direct inquiries or requests for service to the law firm and its counsel on behalf of the District outside of the semi-monthly meetings of the Board of Commissioners and without authorization of the Board at the District's expense. Any such direct and unauthorized requests and inquiries to the District's legal counsel without the express authorization of the Board as a whole are deemed to be for the personal purpose of the individual Commissioner and not for an authorized public purpose. Nothing in this section limits the District Legal Counsel, when appropriate or necessary in his judgment, from engaging in initiating direct communication with individual Commissioners. Further, an attorney-client relationship exists between the District and the law firm so that any individual Commissioner's request for information, advice or services should be considered a conflict of interest, such that the District expects that the law firm shall decline to undertake such services under and pursuant to California Rules of Professional Conduct, Rules 3-300, et seq., absent the prior written consent of the District.~~

~~Any request for advice, counsel, representation, or service by a Commissioner to legal counsel, that involves legal services outside of a duly constituted and held business meeting of the Board of Commissioners shall state the nature, purpose and intent of the request, including how it benefits the public interest and requires approval by majority vote of the board in order to be authorized. It is preferred, but not required, that such requests be in writing and be placed on the agenda at one of the semi-monthly business meetings of the Board.~~

AMENDMENT TO AGREEMENT FOR  
SERVICES OF DISTRICT LEGAL COUNSEL

WHEREAS, the firm of Hanson Bridgett LLP provides legal services to the San Mateo County Harbor District pursuant to the Agreement dated June 18, 2014; and

WHEREAS, the Board of Directors of the District and Hanson Bridgett wish to amend the Agreement to clarify the manner in which legal services are to be provided.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. Section 5 of the Agreement is replaced in its entirety to read as follows:

5. RELATED LEGAL SERVICES

The District Legal Counsel also shall perform such other related legal services for the District as may be requested by the District Board or District Manager. Nothing in this section limits the District Legal Counsel, when appropriate or necessary, from engaging in direct communication with individual Commissioners.

B. Except as expressly modified by this Amendment, all terms and conditions in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the \_\_\_ day of \_\_\_\_\_, 2015

SAN MATEO COUNTY HARBOR DISTRICT

HANSON BRIDGETT, LLP

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

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

Fees charged by legal counsel to the San Mateo County Harbor District have increased substantially during the previous fiscal year (2012-2013). This appears to be the result of requests by individual commissioners, some during the semi-monthly meetings and some directly and not during the meetings. One commissioner has incurred about \$50,000.00 in additional legal expense to the District in the first six months of this calendar year for inquiries requests made outside of the meetings.

The California Attorney General's website has some helpful guidance in distinguishing between appropriate and inappropriate expenditures of public agency resources (<http://oag.ca.gov/ethics/accessible/misuse>), as follows:

***"Public Funds may not be Used for Personal Purposes***

*The starting point for any analysis concerning the misuse of public funds begins with the principle that public funds must be expended for an authorized public purpose. An expenditure is made for a public purpose when its purpose is to benefit the public interest rather than private individuals or private purposes.*

*Once a public purpose is established, the expenditure must still be authorized. A public official possesses only those powers that are conferred by law, either expressly or impliedly.*

*The California Constitution and a variety of state statutes make it clear that public funds may not be expended for purposes that are primarily personal. Such expenditures are neither for a public purpose nor are they authorized.*

*The prohibition against using public funds for personal purposes does not mean that no personal benefit may result from an expenditure of public funds.*

*For example, the payment of a public employee's salary confers a personal benefit on the employee, but it is an appropriate expenditure of public funds because it is procuring the services of the employee for public purposes.*

*The misuse of public funds occurs when the personal benefit conferred by a public expenditure is not merely incidental. The term "public funds" is not limited to money, but includes anything of value belonging to a public agency such as equipment, supplies, compensated staff time, and use of telephones, computers, and fax machines and other equipment and resources."*

When a commissioner goes directly to legal counsel with an inquiry or request, there is no opportunity for the other commissioners to determine whether the request, and resulting expenditure of the District's funds and other resources, is for a public purpose, in the furtherance of the agency's responsibilities, or whether the purpose is primarily personal in nature, even when it may nevertheless relate to the business of the public agency.

Because a misuse of public resources can result in the individual and personal liability of those involved, in this case, the commissioners, it is appropriate to ensure



that every commissioner is informed, in advance, of the intent and purpose of the proposed inquiry or request by an individual commissioner for information and services to legal counsel. This is consistent with the Attorney General guidelines that any expenditure not only be for a public purpose, but also be properly authorized.

The San Mateo County Harbor District and the board of commissioners have no formal or written policies or guidelines for use of the services of outside legal counsel. Since there is additional financial cost to the District for inquiries and requests, it appears prudent to begin with establishment of a policy and procedure to consider and authorize requests to legal counsel outside of the semi-monthly meetings. It also appears reasonable to modify the written agreement for legal counsel's services to prevent unauthorized services resulting in charges to the District.

**The following policy is proposed:**

The San Mateo County Harbor District does not have in-house, staff legal counsel, instead contracting with an independent law firm to provide legal advice, counsel and services to the District pursuant to a written agreement. This contracted law firm receives a fixed fee for some services and charges at an hourly rate for other services. The attorney-client relationship is between the District generally and the law firm. There is no attorney-client relationship between any individual commissioner and the law firm or any of its attorneys under the terms of this agreement.

Individual commissioners are not authorized to make direct inquiries or requests for service to the law firm and its legal counsel on behalf of the District *outside of the semi-monthly meetings of the board of commissioners and without authorization of the board* at the District's expense. Any such direct and unauthorized requests and inquiries to, and consultations with, the District's legal counsel without the express authorization of the board as a whole are deemed to be for the personal purposes of the individual commissioner and not for an authorized public purpose. Further, an attorney-client relationship exists between the District and the law firm so that any individual commissioner's request for information, advice or services should be considered a conflict of interest, such that the District expects that the law firm shall decline to undertake such services under and pursuant to California Rules of Professional Conduct, Rules 3-300, et seq., absent the prior written consent of the District.

Any request for advice, counsel, representation, or service by a commissioner to legal counsel, that involves legal services outside of a duly constituted and held business meeting of the board of commissioners shall state the nature, purpose and intent of the request, including how it benefits the public interest, and requires approval by majority vote of the board in order to be authorized. It is preferred, but not required, that such requests be in writing and be placed on the agenda at one of the semi-monthly business meetings of the board. **The written contract with the law firm for the District shall be modified in accordance with this policy.**

Parravano stated that he had two concerns: one with the timing of the request by a Commissioner and two was approval by a majority of the Commission. He stated the timing of Agenda items would be a burden on staff. Parravano stated that by having a majority vote to approve the addition of an Agenda item, it would infringe on the public's right to inquire. He stated the need for the timing of the request so that staff had adequate time to prepare to the item on the Agenda.

Holsinger stated the Commission meetings were to conduct the business of the Harbor District. He stated the Agenda had Public Comment for members of the public to address the Commission regarding items that were not on the Agenda as well as comments from the public on specific Agenda items. Holsinger stated there was also an item for Commissioner Comments and Requests for anything they wanted to address, which was an opportunity for the Commissioner to bring to the attention of the Commission, staff and the public items that were not being addressed. He stated that if the item had merit, then the Commission as a whole could deal with it as a motion to add the item to the Agenda. Holsinger stated that he was concerned with the items that were added to the Agenda by Brennan that did not have a proposed action; therefore, there was no opportunity for the Commission as a whole to discuss whether or not it was an issue the District should deal with. He stated it seemed to be more of an opportunity for self-promotion and campaigning for some other purpose. Holsinger stated the proposed item didn't prohibit comment from the public. He was concerned with the imposition on staff who were dealing with other priorities.

Brennan stated it wasn't the first time she heard Holsinger make comments about his belief that Agenda items placed on the Agenda by a Commissioner were opportunities for self-promotion.

**Action:** Motion by Tucker, second by Holsinger to amend Resolution 5-94 to add the additional language. The motion passed by roll call vote.

Ayes: 3  
Nays: 2 (Brennan, Parravano)

7 TITLE: **Discussion of Procedures for Requests of Legal Counsel and Associated Costs**  
REPORT: Holsinger, Attachment  
PROPOSED ACTION: To be determined

Brenda Hattery stated it was her observation the Commissioners didn't like working together. She stated she didn't like to hear that Commissioners had to go through Counsel for information because there wasn't adequate staff and also because past relationships weren't as they should have been. Hattery stated the Commission needed to work together. She thanked Brennan and Holsinger for their efforts. Hattery stated the General Manager could

only do so much. She stated she was disappointed with some of the Agenda items where the Commissioners could not work together and suggested a future team building exercise.

Leonard Warren stated he agreed that legal costs were high due to the General Manager and other staff members. He stated there was no document the District had in their possession that was not available to a Commissioner. Warren stated when a Commissioner asks for a document, it should be turned over to that Commissioner instead of giving it to Counsel. He stated the problem was not the way that it was presented, but due to staff being uncooperative.

Holsinger stated he submitted a memo and proposal in writing and read it. He stated even though Counsel gave a report at the meeting in June, he didn't know what the individual requests of Brennan had been. He stated he was not prepared to say that they were legitimately for the business of the District or whether they were primarily for personal purposes even though it might have related to the District. Holsinger stated he did know that the requests were not authorized by the Commission as a whole which was charged with watching resources and determining what the appropriate expenditures were for the District's funds. Holsinger continued to read the whole proposal.

Tucker stated when Bernardo was Treasurer, it was brought to the Board's attention and he recalled the discussion with Counsel. He stated he asked other attorneys what their thoughts were on hourly rates, and they said "If they are doing it for that, don't change". Tucker stated he felt comfortable after hearing their thoughts. He stated the money that was saved was about \$10,000. Tucker stated he looked at the first four months of Brennan asking questions, telephone conversations and materials requested, and knew the numbers were at least \$40,000 and three times the savings. He stated it was disheartening and it needed to stop.

Brennan stated Savaree calculated about 15 hours for herself. She asked what the number of hours was for Holsinger. Savaree stated they were 18 or 20 hours. Brennan stated she wanted to make it clear that Holsinger had about 20 hours of legal time. Savaree stated it was 17 hours for Holsinger. She stated Holsinger just mentioned a cost to the District of \$50,000. Brennan asked what that was about because \$55,000 did not equal 55 hours. She asked if that was the total for all of the legal fees, as well as where Tucker's \$40,000 came from. Savaree stated Holsinger's numbers were incorrect. Brennan stated Holsinger and Tucker's numbers were both incorrect and wanted to make sure it was noted for record. She also stated she wasn't accepting health benefits from the District.

Brennan stated she was concerned about the legal fees. She stated she agreed with a lot of the topic. Brennan stated she reviewed the billings, and noticed a pattern which was that things were going through Legal Counsel that didn't need to such as public records requests. She stated she noticed the Harbor District's documents were a mess; the reports, contracts, plans were all frequently unavailable. Brennan stated there wasn't digital format which was an issue. She also stated the General Manager has delayed requests. She stated there wasn't oversight and it needed to be tightened up. Brennan stated she personally wanted to see the billings on a regular basis and would come to see them in order for no scanning or emailing to take place. She stated there needed to be more transparency and oversight on what was happening with the District's billing.

Holsinger stated Brennan appeared to not hear what he said in terms of corrections and what was on the first paragraph of his document. He stated the corrected information was from Item 8 from the June 17<sup>th</sup> Agenda packet. Holsinger stated the total fees for the first five months this calendar year, not including June, was \$44,000. He stated his inquiry with staff was that June was a comparable monthly amount which totaled it to \$50,000. Holsinger stated the 50 hours was page 2 of the document which was 55.8 hours, but since 1.6 hours was inquired expense to the District before Brennan was sworn in and became a Commissioner, he was trying to be careful to be clear about that. Holsinger stated he was distressed to have heard there was no explanation, defense or justification for what Brennan had inquired of Legal Counsel for services she sought out and received. He stated that was the issue of whether or not there was an appropriate use of public funds. Holsinger stated it heightened the need for this particular policy and raised concerns whether or not the requests by Brennan were a misuse of public funds. He stated there needed to be some kind of formal inquiry.

Tucker stated an important point to recognize was the 17 or 18 hours of Holsinger's interaction with Legal Counsel all came during public hearings. He stated Brennan's requests came in between the public hearings.

Holsinger stated there was one correction which was that Legal Counsel fees incurred in the course of meeting with him in his office when were for revisions to the Harbor's District's code.

Brennan stated she didn't understand the \$50,000. She asked Savaree what Commissioner incurred the \$50,000 in expenses. She stated Holsinger was not correct with the numbers. Brennan asked Holsinger to state the correct amount. Holsinger stated it wasn't the correct amount. Brennan stated there were issues with this. She stated to Bernardo that the problems needed to be addressed.

Bernardo stated he heard from Counsel that the correction was made earlier and it was on public record. He stated he heard it was 55 hours and not an amount. Bernardo stated to Brennan to multiply the 55 hours.

Brennan asked the Board if they were all clear that Tucker and Holsinger gave two different inaccurate figures. Tucker stated he was not in an agreement. He stated there was \$40,000 of expensed legal fees that were expended which was three times the \$10,000 that was negotiated on with Counsel. Brennan stated he was not associating that cost to her. Tucker stated no, and the cost was based on the 4 months that Brennan was in service. Brennan asked Savaree how many of the Commissioners incurred legal expenses in the first 6 months of this year. Savaree stated 4 of the 5 Commissioners did. She asked Savaree if the General Manager made requests to her and if any other staff members did as well. Savaree stated yes. Brennan asked which staff members made requests of Savaree. Savaree stated members in the room. She asked Savaree if she tracked the time they spent on each of the staff members. Savaree stated she didn't track anything. Brennan asked if that was an additional cost to sort out what requests were made. Savaree stated yes. Brennan asked Savaree who made the most requests. Savaree stated the General made the most requests.



**Action:** Motion by Holsinger, second by Tucker to approve the procedures for requests of legal counsel and associated costs. The motion passed by roll call vote.

Ayes: 4  
Nays: 1 (Brennan)

- 8 TITLE: **Harbor Commission Committee Guidelines**  
REPORT: Grenell, Memo  
PROPOSED ACTION: Adopt Commission Committee Guidelines

Grenell stated the memorandum prepared to assist the Commission in considering its productive committee system. He stated the guidelines in the memo were presented as suggestions to consider and if they approve, could be adopted.

Tucker stated he would move to adopt the Commission Committee Guidelines submitted by Grenell.

Brennan read section 5 starting with “The General Manager should prepare such a meeting Agenda”. She stated she wanted clarification how the General Manager would make Agendas for committees with his busy schedule. Grenell stated it was done for over 15 years. She stated she would like to have Committee meetings, but didn’t know how the General Manager would confer with the Committee members and provide them with Agendas in a reasonable amount of time.

Brennan asked Savaree what the District’s legal authority was. Savaree stated it was important to not make the public confused and that there were postings of the meetings. Brennan asked what would happen if a member of the public posted information about a Committee meeting on social media, and how it would be different from an actual Board member who was on the Committee. Savaree stated she could only repeat what she just said and maybe there were other clearer wordings, but her understanding was that it was important for the public to know when things were posted for official meetings. Brennan stated there needed to be a clarification on this.

Bernardo asked Brennan if she wanted to have a clarification sentence. She stated the sentence should be removed completely.

Brennan stated the last sentence of Item 6 should be removed. Tucker stated he didn’t see the need to do that.

Brennan stated there was a problem with how the Committees were set up, and the Ad Hoc Committees should be disbanded.

Brennan stated she wanted to change Item 8 because it stated it prohibited Commissioners from making an individual report. Tucker stated Item 8 did not prohibit Commissioners from



AMENDED AGREEMENT FOR SERVICES  
OF DISTRICT LEGAL COUNSEL

WHEREAS, the firm of Aaronson, Dickerson, Cohn & Lanzone has provided legal services to the San Mateo County Harbor District (hereinafter "District") for a number of years;

WHEREAS, Jean B. Savaree of Aaronson, Dickerson, Cohn & Lanzone has served as the attorney for the District (hereinafter "District Legal Counsel") since January 2011 and she wishes to continue in this capacity;

WHEREAS, the Board of Directors of the District wishes to continue its relationship with Aaronson, Dickerson, Cohn & Lanzone to provide legal services to the District;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DESIGNATION OF DISTRICT LEGAL COUNSEL

Aaronson, Dickerson, Cohn & Lanzone shall continue to provide continuing legal services to the District from July 1, 2012 to July 1, 2014, with Jean B. Savaree serving as District Legal Counsel.

2. MEETING ATTENDANCE

Attendance at the Board meetings by the District Legal Counsel is discretionary at the direction of the District Manager or the Board. The District Legal Counsel's duties in this connection shall be to render advice and opinions with respect to all legal matters that may arise during any meetings, excepting, however, legal matters which may pertain to special assessment or other proceedings wherein legal services are to be provided by special counsel.

3. PREPARATION OF DOCUMENTS

When requested to do so by the District, the District Legal Counsel, or her representative, shall prepare staff reports, resolutions, notices, contracts, ordinances, opinions and other documents and papers necessary, or appropriate, in matters pertaining to the District, and shall examine for legal sufficiency all documents submitted to her by the District.

4. LEGAL ASSISTANCE, ENFORCEMENT AND ADVICE

The District Legal Counsel shall cooperate with and assist the District, its officers, agents and employees on all general legal matters pertaining to the District, including the enforcement of state and local laws and codes. The District Legal Counsel shall also research and interpret laws, court decisions and other legal

authorities in order to prepare legal opinions and to advise the District Board, District Manager and staff on legal matters pertaining to District operations. The District Legal Counsel shall provide the necessary legal services required in connection with acquisition of lands or easements, which shall constitute an administrative duty up to the point the attorney is directed to commence eminent domain proceeding, unless the Board authorizes the hiring of outside counsel as needed. Administrative duty shall not include direct negotiations with land owners.

#### 5. RELATED LEGAL SERVICES

The District Legal Counsel also shall perform such other related legal services for the District as may be requested by the District Board or District Manager.

**Individual commissioners are not authorized to make direct inquiries or requests for service to the law firm and its legal counsel on behalf of the DISTRICT outside of the semi-monthly meetings of the Board of Commissioners and without authorization of the Board at the DISTRICT's expense. Any such direct and unauthorized requests and inquiries to, and consultations with, the DISTRICT's legal counsel without the express authorization of the Board as a whole are deemed to be for the personal purpose of the individual Commissioner and not for an authorized public purpose. Further, an attorney-client relationship exists between the DISTRICT and the law firm so that any individual Commissioner's request for information, advice or services should be considered a conflict of interest, such that the DISTRICT expects that the law firm shall decline to undertake such services under and pursuant to California Rules of Professional Conduct, Rules 3-300, et seq., absent the prior written consent of the District.**

**Any request for advice, counsel, representation, or service by a Commissioner to legal counsel, that involves legal services outside of a duly constituted and held business meeting of the Board of Commissioners shall state the nature, purpose and intent of the request, including how it benefits the public interest, and requires approval by majority vote of the Board in order to be authorized. It is preferred, but not required, that such requests be in writing and be placed on the agenda at one of the semi-monthly business meetings of the Board.**

#### 6. CONFERENCE ATTENDANCE

The District Legal Counsel shall be entitled to attend meetings and conferences such as the League of California Cities sponsored activities. She shall be entitled to reimbursement for registration, meals, lodging and transportation associated with attending conferences.

7. OUTSIDE LAW PRACTICE

The District Legal Counsel will be allowed to conduct an outside law practice.

8. LITIGATION DUTIES

- A. The District Legal Counsel shall represent the District in all legal proceedings, whether civil or criminal, required in the enforcement of the District's ordinances.
- B. As authorized by the District Board, the District Legal Counsel, or her representative, shall represent the District in legal proceedings and other litigation to which the District may be a party except where a conflict of interest exists, where the requirement of specialized legal expertise makes representation inappropriate or where, because of case load issues, additional assistance is required. In such situations, the District Board may request that the District Legal Counsel spend time as necessary to brief and/or coordinate the activities of specialized counsel as their work relates to the District's interests.

9. DEPUTY DISTRICT LEGAL COUNSEL

The District Legal Counsel may allow another attorney from her firm to act as Deputy District Legal Counsel to represent the District in cases where the District Legal Counsel is unable to act due to illness, vacation or other reason, or when the District Legal Counsel requires assistance.

10. COMPENSATION

All services provided by this Agreement shall be billed at the rate of \$195.00.

11. COSTS

The District Legal Counsel shall be entitled to be reimbursed by the District for all costs advanced on her behalf such as court costs, filing fees, service of process fees, juror's fees, witness fees, investigators' fees, appraisers' fees, cost of photographs and charts in connection with litigation, and the like. The District Board may request that the District Legal Counsel prepare a budget for litigation matters.

12. OVERHEAD

Except as expressly provided, the District Legal Counsel shall pay all overhead incurred in providing District Legal Counsel services to the District including, but not limited to rent of the law firm's office, telephone, secretarial, bookkeeping, reception, postage, stationery, office supplies, library, copying, taxes and licenses.

Furthermore, telephone calls in which there is no substantive conversation between the District Legal Counsel or a member of her firm and a District Board member or District staff shall be considered part of the overhead costs.

13. INSURANCE

District Legal Counsel will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by District Legal Counsel or District Legal Counsel's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-V."

13.1 COVERAGES AND LIMITS. District Legal Counsel will maintain the types of coverages and minimum limits indicated below, unless District Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on District Legal Counsel's indemnification obligations under this Agreement. District, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by District Legal Counsel pursuant to this Agreement are adequate to protect District Legal Counsel. If District Legal Counsel believes that any required insurance coverage is inadequate, District Legal Counsel will obtain such additional insurance coverage, as District Legal Counsel deems adequate, at District Legal Counsel's sole expense.

13.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

13.1.2 AUTOMOBILE LIABILITY. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

13.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if District Legal Counsel has no employees and provides, to District's satisfaction, a declaration stating this.

- 13.1.4 PROFESSIONAL LIABILITY. Errors and omissions liability appropriate to District Legal Counsel's profession with limits of not less than \$1,000,000 per claim.
- 13.2 ADDITIONAL PROVISIONS. District Legal Counsel will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:
- 13.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, District, its officers, agents, volunteers and employees will be named as additional insureds.
- 13.2.2 District Legal Counsel will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.
- 13.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to District.
- 13.3 PROVIDING CERTIFICATES OF INSURANCE AND ENDORSEMENTS. Prior to District's execution of this Agreement, District Legal Counsel will furnish certificates of insurance and endorsements to District.
- 13.4 FAILURE TO MAINTAIN COVERAGE. If District Legal Counsel fails to maintain any of these insurance coverages, then District will have the option to declare District Legal Counsel in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. District Legal Counsel is responsible for any payments made by District to obtain or maintain insurance and District may collect these payments from District Legal Counsel or deduct the amount paid from any sums due District Legal Counsel under this Agreement.
- 13.5 SUBMISSION OF INSURANCE POLICIES. District reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.
- 13.6 PRIMARY COVERAGE. For any claims related to the services and this Agreement, the District Legal Counsel's insurance coverage will be primary insurance with respect to District, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by District for itself, its officers, agents, volunteers and employees, will be in excess of District Legal Counsel's insurance and not contributory with it.



13.7 REDUCTION IN COVERAGE/MATERIAL CHANGES. District Legal Counsel will notify District thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

14. RECORDS, MONTHLY STATEMENTS AND AUDIT

The District Legal Counsel shall maintain careful and accurate records of all time spent by the District Legal Counsel to the closest 1/10 of an hour, and all reimbursable costs advanced by the District Legal Counsel's office in conjunction with District business. The District Legal Counsel shall render monthly statements to the District for the performance of all administrative and litigation services showing the services performed, the hours spent, the costs advanced and the amount the District Legal Counsel is entitled to receive from the District for the month. If approved, the sum shown to be due by such statement shall be paid to the District Legal Counsel by the District within thirty (30) days after said approval. Books of account and the time records of the District Legal Counsel pertaining to business transacted for the District shall be open to audit by the District Board, District Manager or their designee.

15. TERMINATION

This Agreement may be terminated upon either party giving the other sixty (60) days written notice. Upon the termination of this Agreement, the District Legal Counsel shall return to the District any District Code books received, active litigation files, and any files maintained on District matters by the District Legal Counsel.

16. AMENDMENTS AND NONASSIGNABILITY

This Agreement may be amended only in writing and only with the written consent of both parties. This Agreement may not be transferred or assigned.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 21<sup>st</sup> day of August, 2013.

SAN MATEO COUNTY HARBOR  
DISTRICT

By: 

AARONSON, DICKERSON,  
COHN & LANZONE

By: 

Jean B. Savaree

AGREEMENT FOR SERVICES  
OF DISTRICT LEGAL COUNSEL

WHEREAS, the firm of Hanson Bridgett LLP wishes to provide legal services to the San Mateo County Harbor District;

WHEREAS, Steven Miller wishes to serve as the District's Legal Counsel;

WHEREAS, the Board of Directors of the District wishes to hire Hanson Bridgett LLP to provide legal services to the District;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DESIGNATION OF DISTRICT LEGAL COUNSEL

Hanson Bridgett LLP shall provide legal services to the District from July 1, 2014 to July 1, 2015, with Steven Miller serving as District Legal Counsel.

2. MEETING ATTENDANCE

Attendance at the Board meetings by the District Legal Counsel is discretionary at the direction of the District Manager or the Board. The District Legal Counsel's duties in this connection shall be to render advice and opinions with respect to all legal matters that may arise during any meetings, excepting, however, legal matters which may pertain to special assessment or other proceedings wherein legal services are to be provided by special counsel.

3. PREPARATION OF DOCUMENTS

When requested to do so by the District, the District Legal Counsel, or his representative, shall prepare staff reports, resolutions, notices, contracts, ordinances, opinions and other documents and papers necessary, or appropriate, in matters pertaining to the District, and shall examine for legal sufficiency all documents submitted to him by the District.

4. LEGAL ASSISTANCE, ENFORCEMENT AND ADVICE

The District Legal Counsel shall cooperate with and assist the District, its officers, agents and employees on all general legal matters pertaining to the District, including the enforcement of state and local laws and codes. When requested by the District, the District Legal Counsel shall also research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the District Board, District Manager and staff on legal matters pertaining to District operations. The District Legal Counsel shall provide the necessary legal services required in connection with acquisition of lands or easements, which shall constitute an administrative duty up to the point the attorney is directed to commence eminent domain proceeding, unless the Board

authorizes the hiring of outside counsel as needed. Administrative duty shall not include direct negotiations with land owners.

5. RELATED LEGAL SERVICES

The District Legal Counsel also shall perform such other related legal services for the District as may be requested by the District Board or District Manager. Individual commissioners are not authorized to make direct inquiries or requests for service to the law firm and its legal counsel on behalf of the District outside of the semi-monthly meetings of the Board of Commissioners and without authorization of the Board at the District's expense. Any such direct and unauthorized requests and inquiries to the District's legal counsel without the express authorization of the Board as a whole are deemed to be for the personal purpose of the individual Commissioner and not for an authorized public purpose. Nothing in this section limits the District Legal Counsel, when appropriate or necessary in his judgment, from initiating direct communication with individual Commissioners. Further, an attorney-client relationship exists between the District and the law firm so that any individual Commissioner's request for information, advice or services should be considered a conflict of interest, such that the District expects that the law firm shall decline to undertake such services under and pursuant to California Rules of Professional Conduct, Rules 3-300, et seq., absent the prior written consent of the District.

Any request for advice, counsel, representation, or service by a Commissioner to legal counsel, that involves legal services outside of a duly constituted and held business meeting of the Board of Commissioners shall state the nature, purpose and intent of the request, including how it benefits the public interest, and requires approval by majority vote of the Board in order to be authorized. It is preferred, but not required, that such requests be in writing and be placed on the agenda at one of the semi-monthly business meetings of the Board.

6. OUTSIDE LAW PRACTICE

The District Legal Counsel will be allowed to conduct an outside law practice.

7. LITIGATION DUTIES

- A. The District Legal Counsel shall represent the District in all legal proceedings, whether civil or criminal, required in the enforcement of the District's ordinances.
- B. As authorized by the District Board, the District Legal Counsel, or his representative, shall represent the District in legal proceedings and other litigation to which the District may be a party except where a conflict of interest exists, where the requirement of specialized legal expertise makes representation inappropriate or where, because of case load issues, additional assistance is required. In such situations, the District Board may request that the District Legal

Counsel spend time as necessary to brief and/or coordinate the activities of specialized counsel as their work relates to the District's interests.

8. DEPUTY DISTRICT LEGAL COUNSEL

The District Legal Counsel may allow another attorney from his firm to act as Deputy District Legal Counsel to represent the District in cases where the District Legal Counsel is unable to act due to illness, vacation or other reason, or when the District Legal Counsel requires assistance.

9. COMPENSATION

All services provided by this Agreement shall be billed at the rates of \$345.00 per hour for General Counsel Partners; \$315.00 per hour for Senior Counsel; \$295.00 per hour for Associates and \$365.00 per hour for Litigation Partners.

10. COSTS

The District Legal Counsel shall be entitled to be reimbursed by the District for all costs advanced on his behalf such as court costs, filing fees, service of process fees, juror's fees, witness fees, investigators' fees, appraisers' fees, cost of photographs and charts in connection with litigation, and the like. The District Board may request that the District Legal Counsel prepare a budget for litigation matters.

11. OVERHEAD

Except as expressly provided, the District Legal Counsel shall pay all overhead incurred in providing District Legal Counsel services to the District including, but not limited to rent of the law firm's office, telephone, secretarial, bookkeeping, reception, postage, stationery, office supplies, library, copying, taxes and licenses. Furthermore, telephone calls in which there is no substantive conversation between the District Legal Counsel or a member of his firm and a District Board member or District staff shall be considered part of the overhead costs. Local travel time and costs for travel to and from regularly scheduled Board meetings are considered part of the overhead costs.

12. INSURANCE

District Legal Counsel will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by District Legal Counsel or District Legal Counsel's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-V."

- 12.1 COVERAGES AND LIMITS. District Legal Counsel will maintain the types of coverages and minimum limits indicated below, unless District Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on District Legal Counsel's indemnification obligations under this Agreement. District, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by District Legal Counsel pursuant to this Agreement are adequate to protect District Legal Counsel. If District Legal Counsel believes that any required insurance coverage is inadequate, District Legal Counsel will obtain such additional insurance coverage, as District Legal Counsel deems adequate, at District Legal Counsel's sole expense.
- 12.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.
- 12.1.2 AUTOMOBILE LIABILITY. \$1,000,000 combined single-limit per accident for bodily injury and property damage.
- 12.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if District Legal Counsel has no employees and provides, to District's satisfaction, a declaration stating this.
- 12.1.4 PROFESSIONAL LIABILITY. Errors and omissions liability appropriate to District Legal Counsel's profession with limits of not less than \$1,000,000 per claim.
- 12.2 ADDITIONAL PROVISIONS. District Legal Counsel will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:
- 12.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, District, its officers, agents, volunteers and employees will be named as additional insureds.
- 12.2.2 District Legal Counsel will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.



12.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to District.

12.3 PROVIDING CERTIFICATES OF INSURANCE AND ENDORSEMENTS. Prior to District's execution of this Agreement, District Legal Counsel will furnish certificates of insurance and endorsements to District.

12.4 FAILURE TO MAINTAIN COVERAGE. If District Legal Counsel fails to maintain any of these insurance coverages, then District will have the option to declare District Legal Counsel in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. District Legal Counsel is responsible for any payments made by District to obtain or maintain insurance and District may collect these payments from District Legal Counsel or deduct the amount paid from any sums due District Legal Counsel under this Agreement.

12.5 SUBMISSION OF INSURANCE POLICIES. District reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

12.6 PRIMARY COVERAGE. For any claims related to the services and this Agreement, the District Legal Counsel's insurance coverage will be primary insurance with respect to District, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by District for itself, its officers, agents, volunteers and employees, will be in excess of District Legal Counsel's insurance and not contributory with it.

12.7 REDUCTION IN COVERAGE/MATERIAL CHANGES. District Legal Counsel will notify District thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

13. RECORDS, MONTHLY STATEMENTS AND AUDIT

The District Legal Counsel shall maintain careful and accurate records of all time spent by the District Legal Counsel to the closest 1/10 of an hour, and all reimbursable costs advanced by the District Legal Counsel's office in conjunction with District business. The District Legal Counsel shall render monthly statements to the District for the performance of all administrative and litigation services showing the services performed, the hours spent, the costs advanced and the amount the District Legal Counsel is entitled to receive from the District for the month. If approved, the sum shown to be due by such statement shall be paid to the District Legal Counsel by the District within thirty (30) days after said approval. Books of account and the time records of the District Legal Counsel pertaining to business transacted for the District shall be open to audit by the District Board, District Manager or their designee.

14. ARBITRATION OF DISPUTES

While we certainly do not anticipate conflict between us, in the event of any material dispute regarding the services provided or fees charged by the firm which cannot be settled amicably, or through mediation as agreed upon by us, we both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in San Francisco in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. To the extent permitted by law, any dispute shall be strictly confidential between us and, except for our own representatives, will not be disclosed to any other person or entity.

15. TERMINATION

This Agreement may be terminated upon either party giving the other sixty (60) days written notice. Upon the termination of this Agreement, the District Legal Counsel shall return to the District any District Code books received, active litigation files, and any files maintained on District matters by the District Legal Counsel.

16. AMENDMENTS AND NONASSIGNABILITY

This Agreement may be amended only in writing and only with the written consent of both parties. This Agreement may not be transferred or assigned.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 18  
day of June, 2014.

SAN MATEO COUNTY HARBOR

By: [Signature]

HANSON BRIDGETT LLP

By: [Signature]

Steven Miller

# Memo

**Date:** 12/26/2014

**To:** Board of Harbor Commissioners

**From:** Scott Grindy  
Acting General Manager

**Re:** Request for Proposals: District Counsel Legal Services

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The past practice of the San Mateo County Harbor District past for advertising and publishing notices for Requests for Proposals(RFP) is as follows:

- Daily Journal
- San Mateo Times
- Half moon Bay review
- District Website
- Website RFPZONE (a free service)
- Website RFPDB (a free service)

## Scott Grindy

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**From:** Debra Galarza  
**Sent:** Monday, December 22, 2014 10:22 AM  
**To:** Scott Grindy (sgrindy@smharbor.com)  
**Cc:** sabrina brennan  
**Subject:** Legal Costs  
**Attachments:** Legal Services 2009-2014; legal gl example.pdf

Hi Scott,

Here is the breakdown by vendor for the last 6 years. Please note that 2014 is not over and billings will still be forthcoming. I can update the spreadsheet when we know the charges. I've attached a sample of the General Ledger print out and can do the 2 years by vendor per month as well if you want that in addition to the 6 years. Just let me know.

Sabrina,

I cc'd you on this because I know Scott had somewhere to go and wasn't sure when he could send it to you and thought you might want to take a look at it. Let Scott or I know if this is what you were looking for.

Thank you,

Debra

GENERAL LEDGER REPORT

FROM: 1/1/2012 TO: 12/31/2012  
SMCHD

Page: 1  
12/22/2014  
10:16 am

Post Date	JE Type	JE No.	Journal Entry Desc Line 1	Debit	Credit	
GL#: 100-101.000-762.000 Contractual-Retained Counsel						
01/31/2012	AP	97561	AARONSON, DICKERSON, COHN &	1,421.25	0.00	
02/29/2012	AP	98967	AARONSON, DICKERSON, COHN &	682.50	0.00	
03/31/2012	AP	98968	AARONSON, DICKERSON, COHN &	487.50	0.00	
04/30/2012	AP	99316	AARONSON, DICKERSON, COHN &	536.25	0.00	
08/31/2012	AP	101216	AARONSON, DICKERSON, COHN &	195.00	0.00	
12/24/2012	AP	102899	AARONSON, DICKERSON, COHN &	195.00	0.00	
100-101.000-762.000		Contractual-Retained Counsel		3,517.50	0.00	3,517.50
GL#: 100-103.000-762.000 Contractual-Retained Counsel						
01/31/2012	AP	97561	AARONSON, DICKERSON, COHN &	2,525.25	0.00	
02/29/2012	AP	98967	AARONSON, DICKERSON, COHN &	2,203.50	0.00	
03/31/2012	AP	98968	AARONSON, DICKERSON, COHN &	2,782.60	0.00	
04/30/2012	AP	99316	AARONSON, DICKERSON, COHN &	1,292.85	0.00	
04/30/2012	AP	99579	LIEBERT, CASSIDY & WHITMORE///	150.00	0.00	
05/31/2012	AP	99775	AARONSON, DICKERSON, COHN &	1,914.50	0.00	
05/31/2012	AP	100070	LIEBERT, CASSIDY & WHITMORE///	150.00	0.00	
06/30/2012	AP	100200	AARONSON, DICKERSON, COHN &	4,989.48	0.00	
06/30/2012	AP	100464	LIEBERT, CASSIDY & WHITMORE///	90.00	0.00	
07/31/2012	AP	100926	LIEBERT, CASSIDY & WHITMORE///	4,450.00	0.00	
07/31/2012	AP	100927	LIEBERT, CASSIDY & WHITMORE///	870.00	0.00	
07/31/2012	AP	101215	AARONSON, DICKERSON, COHN &	2,749.50	0.00	
08/31/2012	AP	101216	AARONSON, DICKERSON, COHN &	2,408.25	0.00	
08/31/2012	AP	101379	LIEBERT, CASSIDY & WHITMORE///	1,260.00	0.00	
09/11/2012	AP	101290	JAY RESENDEZ, ATTORNEY AT LAW	735.00	0.00	
09/26/2012	AP	101552	AARONSON, DICKERSON, COHN &	3,256.50	0.00	
10/30/2012	AP	102041	AARONSON, DICKERSON, COHN &	4,017.00	0.00	
10/31/2012	AP	102421	LIEBERT, CASSIDY & WHITMORE///	90.00	0.00	
11/30/2012	AP	102461	AARONSON, DICKERSON, COHN &	2,262.00	0.00	
12/24/2012	AP	102899	AARONSON, DICKERSON, COHN &	1,528.13	0.00	
100-103.000-762.000		Contractual-Retained Counsel		39,724.56	0.00	39,724.56
GL#: 100-201.000-762.000 Contractual-Retained Counsel						
01/24/2012	AP	97468	LIEBERT, CASSIDY & WHITMORE///	72.00	0.00	
01/31/2012	AP	97561	AARONSON, DICKERSON, COHN &	3,505.12	0.00	
02/29/2012	AP	98663	LIEBERT, CASSIDY & WHITMORE///	11.99	0.00	
02/29/2012	AP	98967	AARONSON, DICKERSON, COHN &	3,958.63	0.00	
03/31/2012	AP	98968	AARONSON, DICKERSON, COHN &	1,705.12	0.00	
04/30/2012	AP	99316	AARONSON, DICKERSON, COHN &	2,574.00	0.00	
05/31/2012	AP	99775	AARONSON, DICKERSON, COHN &	5,050.75	0.00	
06/30/2012	AP	100200	AARONSON, DICKERSON, COHN &	4,898.50	0.00	
07/31/2012	AP	101215	AARONSON, DICKERSON, COHN &	2,256.25	0.00	
08/31/2012	AP	101216	AARONSON, DICKERSON, COHN &	4,114.50	0.00	
09/26/2012	AP	101552	AARONSON, DICKERSON, COHN &	5,462.00	0.00	
10/30/2012	AP	102041	AARONSON, DICKERSON, COHN &	4,279.25	0.00	
11/30/2012	AP	102461	AARONSON, DICKERSON, COHN &	8,247.25	0.00	
12/24/2012	AP	102899	AARONSON, DICKERSON, COHN &	3,568.00	0.00	
100-201.000-762.000		Contractual-Retained Counsel		49,703.36	0.00	49,703.36
GL#: 100-301.000-762.000 Contractual-Retained Counsel						
01/31/2012	AP	97561	AARONSON, DICKERSON, COHN &	3,951.88	0.00	
02/29/2012	AP	98967	AARONSON, DICKERSON, COHN &	9,407.37	0.00	



GENERAL LEDGER REPORT

FROM: 1/1/2012 TO: 12/31/2012  
SMCHD

Page: 2  
12/22/2014  
10:16 am

Post Date	JE Type	JE No.	Journal Entry Desc Line 1	Debit	Credit	
GL#: 100-301.000-762.000 Contractual-Retained Counsel						
03/31/2012	AP	98968	AARONSON, DICKERSON, COHN &	1,681.88	0.00	
04/30/2012	AP	99316	AARONSON, DICKERSON, COHN &	2,192.00	0.00	
05/31/2012	AP	99775	AARONSON, DICKERSON, COHN &	2,172.25	0.00	
06/30/2012	AP	100200	AARONSON, DICKERSON, COHN &	1,122.50	0.00	
07/31/2012	AP	101215	AARONSON, DICKERSON, COHN &	228.25	0.00	
08/31/2012	AP	101216	AARONSON, DICKERSON, COHN &	676.25	0.00	
09/26/2012	AP	101552	AARONSON, DICKERSON, COHN &	1,182.50	0.00	
10/30/2012	AP	102041	AARONSON, DICKERSON, COHN &	3,521.25	0.00	
11/30/2012	AP	102461	AARONSON, DICKERSON, COHN &	1,023.75	0.00	
12/24/2012	AP	102899	AARONSON, DICKERSON, COHN &	3,523.25	0.00	
100-301.000-762.000		Contractual-Retained Counsel		30,683.13	0.00	30,683.13
Fund: 100 - General Fund Totals:				123,628.55	0.00	
Grand Totals:				123,628.55	0.00	

**LEGAL EXPENSES 2009-2014**

<u>YEAR</u>	<u>Liebert, Cassidy &amp; Whitmore</u>	<u>Aaronson, Dickerson, Cohn &amp;</u>	<u>Richard, Watson &amp; 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	\$ 735.00					\$ 127,608.11
2013	\$ 9,879.20	\$ 86,084.87								\$ 95,964.07
*2014	\$ 110,930.35	\$ 56,172.80				\$ 24,381.00	\$ 13,803.00	\$ 59,628.00	\$ 2,953.25	\$ 267,868.40
Cost Per Vendor	\$ 284,070.50	\$ 419,270.81	\$ 37,279.67	\$ 735.00	\$ 735.00	\$ 24,381.00	\$ 13,803.00	\$ 59,628.00	\$ 2,953.25	\$ 842,856.23

\*December 2014 Billing Not yet received. These amounts will increase

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP)**

**Summary**

- The San Mateo County Harbor District invites proposals from qualified firms to provide services as District Counsel in the specialties of municipal law, real estate law, government law, general law, maritime law, personnel and labor law and public sector employment for the San Mateo County Harbor District.
  
- The San Mateo County Harbor District is an independent special district. It was created by the San Mateo County Board of Supervisors in 1933 to build and operate harbors and marinas. The District has countywide operational jurisdiction, and became permanently active from 1948 following the end of the Depression and World War II. It presently operates Pillar Point Harbor on Half Moon Bay and Oyster Point Marina/Park in South San Francisco. The District operates Oyster Point for the City under a joint powers agreement, and operates Pillar Point pursuant to a State tidelands grant.

**Contact for Information**

Peter Grenell  
General Manager  
San Mateo County Harbor District  
400 Oyster Point Boulevard, Suite 300  
South San Francisco, CA 94080  
Tel: (650) 583-4400  
Fax: (650) 583-4411  
Email:harbordistrict@smharbor.com

**Duties of District Legal Counsel**

1. Administrative Duties
  - a) Attend all regular meetings, and special meetings as needed, of the District Board of Harbor Commissioners, and render advice and opinions with respect to all legal matters which may arise during such meetings except for legal matters pertaining to special assessment or other proceedings for which legal services will be provided by special counsel;
  - b) Attend meetings of other committees or bodies, and of staff, of the District, when requested to do so by the District's General Manager with the Board President's prior consent, for the purpose of rendering legal advice and opinions;

- c) Prepare resolutions, notices, contracts, ordinances, and other legal documents necessary for the conduct of the District's business, when requested to do so by the District; and examine all documents submitted to Counsel by the District for legal sufficiency;
- d) Provide necessary legal services for acquisition of lands or easements, which services are to be considered administrative until Counsel is directed to commence eminent domain proceedings, unless the Board hires outside counsel as may be needed. Administrative duties shall not include direct negotiations with land owners;
- e) Assist and cooperate with the District, its officers, agents and employees on all general legal matters pertaining to the District including enforcement of State and local laws and codes;
- f) Perform other related legal services as may be requested by the Board; and
- g) Make written or oral reports to the Board as necessary regarding status of any legal actions in which the District may be involved.

## 2. Litigation Duties

- a) Render legal services required in connection with conduct of litigation to which the District may be a party.
- b) Represent the District in all legal proceedings required in the enforcement of District ordinances.

### **Instructions for Proposal Submittal**

1. Please review this RFP carefully. Note the closing date for submitting your proposal.
2. Submit all information as required by this RFP.
3. Respondents may submit proposals for all or some of the specialties identified above.
4. **Submittal Deadline:** Six (6) copies of the proposal may be mailed to the San Mateo County Harbor District, 400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080, or hand delivered to the District Administrative Office at the above address. **Proposals must be received no later than 4:00 PM, Monday, April 28, 2014.**
5. Each proposal shall give the full business address of the respondent and shall be signed by an authorized official of the respondent firm. The name of each person signing the proposal shall be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the person signing in behalf of the respondent shall be furnished.

6. All responses must be addressed to the attention of Peter Grenell and clearly marked "Response to Request for Proposals: Legal Services". The envelopes shall also show the respondent's name and address.

### **Information for Cost Proposals**

Provide a detailed cost estimate for the proposed service.

### **Experience of Respondent**

- Identify the ability of all persons and firms who will play a significant role in meeting the legal counsel needs of the San Mateo County Harbor District.
- Describe your experience in providing specialized legal services for harbor districts and/or marinas, either within or outside of California
- Knowledge of California special districts.

### **Waiver**

The respondent, by submitting a proposal in response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, the District's selection of any other respondent, the District's rejection of any or all responses to this RFP, and any subsequent agreement entered into by the District as a result of this RFP.

### **Proposal Evaluation**

- Proposals submitted by the deadline will be reviewed by the District for completeness, understanding of and responsiveness to the intent of this RFP, demonstration of respondent's capability and experience to meet the needs of the Harbor District.
- The District may request additional information from any or all respondents after the initial evaluation of the proposals as may be deemed necessary or desirable.
- A short-listed group of respondents may be selected based on the District's review of proposals received. Short-listed firms may be required to interview and make verbal presentations of their proposals and qualifications to the District.
- The District will provide written notification of selection or non-selection of proposals to each respondent.



## **Other Terms and Conditions**

- Issuance of this RFP does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:
  - (a) Waive any defect or informality in any response, proposal, or proposal procedure;
  - (b) Reject any or all proposals;
  - (c) Suspend any and all aspects of the process indicated in this RFP at any time;
  - (d) Reissue a Request for Proposals;
  - (e) Select a contractor by any other means;
  - (f) Extend deadlines for accepting proposals, or accept amendments to proposals after expiration of deadlines; or
  - (g) Determine that no legal services will be pursued.
- The District reserves the right to reject any or all proposals submitted if deemed necessary in the best interest of the District and the public, and to waive any technical defect in a submittal, which does not affect or alter the substantive provisions thereof. Failure by the District to object to an error, omission, or deviation in any proposal will in no way modify this RFP or excuse respondent from full compliance with the requirements of this RFP or any agreement resulting from this RFP.
- The District may modify, clarify, and change this RFP by issuing one or more written addenda. Such addenda may be sent by regular first-class United States mail to the last known business address of each potential respondent receiving a copy of this RFP. The District will make reasonable efforts to notify respondents in a timely manner of modifications of this RFP. Notwithstanding this provision, each respondent assumes the risk of submitting its proposal(s) on time.
- All proposals submitted shall become the property of the District. Proposals and related materials submitted by Respondents will not be returned.
- The District accepts no financial responsibility for any costs incurred by a respondent in responding to this RFP, and will make no reimbursement for any costs incurred by respondents for preparation of a response to this RFP.

- Contractor(s) employed under any Agreement(s) executed by the District pursuant to this RFP will act as independent parties, not as agents or employees of the Harbor District.
- All documents generated during the conduct of services under any Agreement(s) executed by the District pursuant to this RFP will be the property of the District. Originals of all such documents shall be submitted to the District prior to final payment. Contractor(s) shall agree to meet Harbor District standards for drawing and drafting.
- Copyright privileges for materials developed to satisfy Agreement(s) pursuant to this RFP will remain the property of the District.

# Memo

**Date:** 12/22/2014

**To:** Board of Harbor Commissioners

**From:** Scott Grindy  
Acting General Manager

**Re:** Request for Proposals: District Counsel Legal Services

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The past practice of the San Mateo County Harbor District for advertising and publishing public notices for Requests for Proposals (RFP) is as follows:

- Daily Journal
- San Mateo Times
- Half Moon Bay Review
- District Website
- Website RFPZONE (a free service)
- Website RFPDB (a free service)

## **Staff Report**

### **CONSIDER ACQUIRING EQUIPMENT REQUIRED TO FACILITATE POWER POINT AND VIDEO PRESENTATIONS BY STAFF, CONSULTANTS AND PUBLIC**

---

#### **Recommendation**

Utilize existing projector, screen, and laptop to facilitate power point and video presentation by staff, consultants and the public.

#### **Background**

Presently the majority of board agenda items are presented in paper only format. When scheduled, this equipment use would provide a visual aid of presentations that could be used by staff, consultants and public when scheduled. Staff utilizes power point presentation for the budget and priorities workshop.

#### **Analysis**

Staff gladly support the intent and will review what existing equipment is presently available for this more frequent use action prior purchasing any equipment. As a staff note, use by the public would be for agenzized items where the public is scheduled to speak, not at public comment period.

All projectors are adaptable for PC and Apple computer; staff would need to by an adapter for an Apple computer, which is approximately \$40.00.

Laptop used is LenovoThinkpad.

Staff could also purchase an adaptable cart that could be used to set up the projector at any location that would be required.

#### **Fiscal Impact**

The funding is presently not in the Harbor Commission Board Budget for office supplies; however a budget amendment will be presented to the board for the amount upon completion of the purchase.

Staff could purchase a newer projector as the current District projector is approximately eight years old. The purchase price of a new projector could be from \$600 to \$2,000. Staff usually tries to purchase the best product for the least cost.

#### **Conclusion**

Use of such noted equipment will provide a much better presentation when project photos, and other related presentations such as a budget workshop occur.

#### **Alternatives**

1. Keep current projector, screen, and laptop to facilitate power point and video presentation by staff, consultants and the public.
  2. Buy new equipment at a cost no greater than \$3,500 for an updated projector, screen and case.
-

3. South San Francisco meeting location does allow use of on-site equipment when the Chamber is used. When an alternate meeting space at South Francisco is used and a power point presentation is required, Staff has used the District's equipment.
  4. Sea Crest School meeting room equipment is permanently installed and does not work well by location for board meeting purposes.
-



**Resolution 03-15  
to  
Rescind Resolution 23-13 and 04-14  
and to  
Establish Regular Meeting Dates and Times  
of the  
San Mateo County Harbor District**

Whereas, the Board of Harbor Commissioners ("Board") did determine, by virtue of Ordinance 2.1.2 enacted on May 7, 1997, the time and place of the regular meetings of the Board shall be as designated by a Resolution adopted by the Board, and

Whereas, consistent with Ordinance 2.1.2, the Board has periodically adopted, and amended a number of Resolutions designating the time and place of regular meetings- mostly recently through Resolution 04-14, which amended Resolution 23-13; and

Whereas, any Resolution adopted by the Board designating the time and place of regular meetings of the Board shall be posted in three places and published as required by Section 6066 of the Government Code and the District's Ordinance Code, Section. 2.05.020.

Therefore, be it resolved that the Board of Harbor Commissioners rescinds Resolution 23-13 and Resolution 04-14 and replaces them in their entirety as set forth below.

Be it further resolved that the Board of Harbor Commissioners shall continue to hold a regular meeting twice a month on the first and third Wednesday of each month. Further, that the first regular meeting of each month shall be held at the Sea Crest School, 901 Arnold Way, Half Moon Bay, California and the second regular meeting of each month shall be held at the Municipal Services Building, 33 Arroyo Drive, South San Francisco, California. Each regular meeting shall begin at \_\_:00 p.m. and terminate no later than \_\_:00 p.m.

Approved this seventh day of January 2015 at the special meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:

Against:

Absent:

Attested

**BOARD OF HARBOR COMMISSIONERS**

\_\_\_\_\_  
Deputy Secretary  
Debbie Nixon

\_\_\_\_\_  
Pietro Parravano  
President

**Resolution 04-14  
To  
Amend Resolution 23-13 To**

**Change the Location of the First Regular Meeting of Each Month  
of the  
San Mateo County Harbor District**

~~Whereas~~, the Board of Harbor Commissioners ("Board") did determine, by virtue of Ordinance 2.1.2 enacted on May 7, 1997, the time and place of the regular meetings of the Board shall be as designated by a Resolution adopted by the Board, and

~~Whereas~~, on September 18, 2013 the Board designated the start time of Board meetings to be 6 P.M., and

~~Whereas~~, any Resolution adopted by the Board designating the time and place of regular meetings of the Board shall be posted in three places and published as required by Section 6066 of the Government Code and the District's Ordinance Code, Section. 2.1.2.

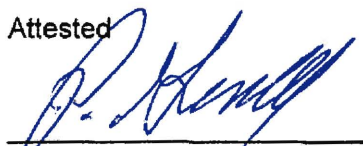
~~Wherefore~~, be it resolved that the Board of Harbor Commissioners amends Resolution 23-13 as set forth herein below.

~~Be it further resolved~~ that the Board of Harbor Commissioners shall continue to hold a regular meeting twice a month on the first and third Wednesday of each month. Further, that the first regular meeting of each month shall be held at the Sea Crest School, 901 Arnold Way, Half Moon Bay, California and the second regular meeting of each month shall be held at the Municipal Services Building, 33 Arroyo Drive, South San Francisco, California. Each regular meeting shall begin at 6:00 p.m. and terminate no later than 10 p.m.

Approved this fifth day of February 2014 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:           5  
Against:       0  
Absent:        0

Attested

  
\_\_\_\_\_  
Acting Deputy Secretary  
Peter Grenell

BOARD OF HARBOR COMMISSIONERS

  
\_\_\_\_\_  
Robert Bernardo  
President

**Resolution 23-13**  
**to**  
**Rescind Resolution 23-99**  
**and to**  
**Establish Regular Meeting Dates and Times**  
**of the**  
**San Mateo County Harbor District**

Whereas, the Board of Harbor Commissioners ("Board") did determine, by virtue of Ordinance 2.1.2 enacted on May 7, 1997, the time and place of the regular meetings of the Board shall be as designated by a Resolution adopted by the Board, and

Whereas, on September 18, 2013 the Board designated the start time of Board meetings to be 6 P.M., and

Whereas, any Resolution adopted by the Board designating the time and place of regular meetings of the Board shall be posted in three places and published as required by Section 6066 of the Government Code and the District's Ordinance Code, Section. 2.1.2.

Therefore, be it resolved that the Board of Harbor Commissioners rescinds Resolution 23-99.

Be it further resolved that the Board of Harbor Commissioners shall continue to hold a regular meeting twice a month on the first and third Wednesday of each month. Further, that the first regular meeting of each month shall be held at the Comfort Inn, 2930 Cabrillo Highway, Half Moon Bay, California and the second regular meeting of each month shall be held at the Municipal Services Building, 33 Arroyo Drive, South San Francisco, California. Each regular meeting shall begin at 6:00 p.m. and terminate no later than 10 p.m.

Approved this second day of October 2013 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:

Against:

Absent:

Attested

**BOARD OF HARBOR COMMISSIONERS**

\_\_\_\_\_  
Acting Deputy Secretary  
Peter Grenell

\_\_\_\_\_  
Robert Bernardo  
President

## 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 September 18, 2013**  
      **REPORT:**                 Draft minutes  
      **PROPOSED ACTION:**     Approval
  
- 2     **TITLE:**                     **Minutes of Meeting August 7, 2013**  
      **REPORT:**                 Draft minutes  
      **PROPOSED ACTION:**     Approval
  
- 3     **TITLE:**                     **Adopt Resolution 23-13 Concerning Change of Regular  
  Board of Harbor Commissioners Meeting Times and  
  Locations**  
      **REPORT:**                 Memo, Resolution  
      **PROPOSED ACTION:**     Adopt Resolution 23-13 to Rescind Resolution and change the  
  start times of regular meetings of the Board of Harbor  
  Commissioners to 6 PM, and change the termination times of  
  regular meetings to 10 PM, and establish the location of the  
  first regular meeting of each month to be at the Comfort Inn,  
  2390 Cabrillo Highway, Half Moon Bay

### Public Comments/Questions for Consent calendar (Items 1-3)

Shaunn Cartwright spoke on Items 1 and 2.

John Ullom spoke on Item 3.

Mary Larenas spoke on Item 3.

**Action:** Motion by Tucker, second by Parravano to approve the Consent Calendar.

Holsinger made a point of order in response to Brennan's concern with previous delayed Minutes, to have an item removed from the Consent Calendar and to make it a part of the Agenda.

Bernardo ruled on Holsinger's point of order. Brennan asked for Item 2 (Minutes of Meeting August 7, 2013) to be removed from the Consent Calendar.

**Action:** Motion by Tucker, second by Parravano to approve Items 2 and 3 from the Consent Calendar.

Ayes: 4  
Nays: 1 (Brennan)

Holsinger made a point of order and stated if one Commissioner did not approve Items 2 and 3 of the Consent Calendar, then the items would need to be addressed individually.

Tucker withdrew his motion to approve the Consent Calendar.

**Action:** Motion by Tucker, second by Parravano to approve the September 18, 2013 Minutes (Item 1). The motion passed unanimously by a roll call vote.

Ayes: 5  
Nays: 0

**Action:** Motion by Tucker, second by Parravano to approve Item 3, to adopt Resolution 23-13 to rescind resolution and change the start times of regular meetings of the Board of Harbor Commissioners to 6 PM, and change the termination times of regular meeting to 10 PM, and establish the location of the first regular meeting of each month to be at the Comfort Inn, 2390 Cabrillo Highway, Half Moon Bay. The motion passed unanimously by roll call vote.

Ayes: 5  
Nays: 0



**Resolution 20 — 98**  
to  
**Rescind Resolution 24 — 96**  
and to  
**Establish Regular Meeting Dates and Times**  
of the  
**San Mateo County Harbor District**

**Whereas**, the Board of Harbor Commissioners did, by virtue of Ordinance 2.1.2 enacted on May 7, 1997, the time and place of the regular meetings of the Board of Harbor Commissioners shall be as designated by a Resolution adopted by the Board of Harbor Commissioners, and

**Whereas**, any Resolution adopted by the Harbor Commission designating the time and place of the regular meetings of the Harbor Commission shall be posted in three places and published as required by §6066 of the Government Code.

**Therefore, be it resolved** that the Board of Harbor Commissioners rescinds Resolution 24 — 96.

**Be it further resolved** that the Board of Harbor Commissioners shall hold a regular meeting twice a month on the first and third Wednesday of each month. Further, that the first regular meeting of each month shall be held at the Coastside County Water District Board Room, 766 Main Street, Half Moon Bay, California and the second regular meeting of each month shall be held at the Municipal Services Building, 33 Arroyo Drive, South San Francisco, California. Each regular meeting shall begin at 7:30 p.m. and terminate no later than 11:00 p.m.

Approved this third of June 1998 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For: Campbell, Padreddii, Parravano, Tucker

Against: None


Abstaining: None

Absent: None

Attested

**BOARD OF HARBOR COMMISSIONERS**

  
\_\_\_\_\_  
Dorothy Baughman  
Deputy Secretary

  
\_\_\_\_\_  
Leo Padreddii  
President





## Resolution 23 — 99

to

Rescind Resolution 20 — 98

and to

**Establish Regular Meeting Dates and Times**

of the

**San Mateo County Harbor District**

**Whereas**, the Board of Harbor Commissioners did determine, by virtue of Ordinance 2.1.2 enacted on May 7, 1997, the time and place of the regular meetings of the Board of Harbor Commissioners shall be as designated by a Resolution adopted by the Board of Harbor Commissioners, and

**Whereas**, any Resolution adopted by the Harbor Commission designating the time and place of the regular meetings of the Harbor Commission shall be posted in three places and published as required by §6066 of the Government Code.

**Therefore, be it resolved** that the Board of Harbor Commissioners rescinds Resolution 20— 98.

**Be it further resolved** that the Board of Harbor Commissioners shall hold a regular meeting twice a month on the first and third Wednesday of each month. Further, that the first regular meeting of each month shall be held at the Coastside County Water District Board Room, 766 Main Street, Half Moon Bay, California and the second regular meeting of each month shall be held at the Municipal Services Building, 33 Arroyo Drive, South San Francisco, California. Each regular meeting shall begin at 7:00 p.m. and terminate no later than 11:00 p.m.

Approved this nineteenth day of May 1999 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For: Lundie, Padreddii, Tucker, Campbell, Parravano

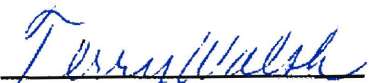
Against: None


Abstaining: None

Absent: None

Attested

**BOARD OF HARBOR COMMISSIONERS**

  
Terry Walsh  
Executive Assistant to the General Manager

  
Pietro Parravano  
President



**Resolution**  
to  
**Establish Meeting Dates and Times for 1997**  
of the  
**San Mateo County Harbor District**

**Whereas**, the Board of Harbor Commissioners did, by virtue of Ordinance 71—93 enacted on July 7, 1993, amend the Ordinance Code such that the time and place of the regular meetings of the Board of Harbor Commissioners shall be as designated by a Resolution adopted by the Board of Harbor Commissioners, and

**Whereas**, any Resolution adopted by the Harbor Commission designating the time and place of the regular meetings of the Harbor Commission shall be posted in three places and published as required by §6066 of the Government Code.

**Therefore, be it resolved** that the Board of Harbor Commissioners shall hold a regular meeting twice a month on the first and third Wednesday of each month. Further, that the first regular meeting of each month shall be held at the Coastside County Water District Board Room, 766 Main Street, Half Moon Bay, California and the second regular meeting of each month shall be held at the Municipal Services Building, 33 Arroyo Drive, South San Francisco, California. Each regular meeting shall begin at 7:00 p.m. and terminate no later than 10:30 p.m. during standard time and during daylight saving time each meeting shall begin at 7:30 p.m. and terminate no later than 11:00 p.m. (Daylight saving time starts the first weekend in April and ends the last weekend in October.) The first meeting in January will be on January 6, 1997 at 12:00 noon. The first meeting for the month for July 1997 will not be held.

Approved this 6th day of November 1996 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For: Stone, Lee, Sherer, Parravano


Against:

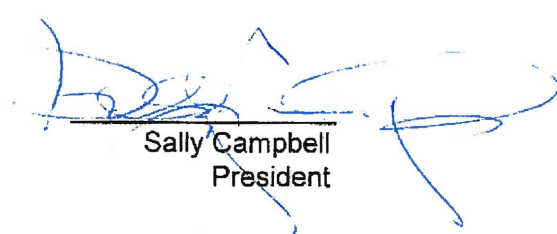
Abstaining:

Absent: Campbell

Attested

**BOARD OF HARBOR COMMISSIONERS**

  
Dorothy Baughman  
Deputy Secretary

  
Sally Campbell  
President

# SAN MATEO COUNTY HARBOR DISTRICT

## BOARD OF HARBOR COMMISSIONERS MEETING SCHEDULE — 1997

On the first Wednesday of each month, the Board of Harbor Commissioners will meet at the Coastside County Water District Building, 766 Main Street, Half Moon Bay, California

On the third Wednesday of each month, the Board of Harbor Commissioners will meet at the Municipal Services Building, 33 Arroyo Drive, South San Francisco, California

All regularly scheduled meetings will begin at 7:00 p.m. and terminate no later than 10:30 p.m. during standard time and during daylight saving time each meeting shall begin at 7:30 p.m. and terminate no later than 11:00 p.m. (Daylight saving time starts the first weekend in April and ends the last weekend in October.)

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The January 6 meeting is a special meeting to start at 12:00 noon for the swearing in of new Commissioners and the approval of the bills and claims.

The January 25 and April 26 meetings are budget workshops

## Staff Report

### **POLICY REGARDING CONTENT OF MEETING MINUTES**

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#### **Recommendation**

Authorize the Acting General Manager to return to having the Deputy Secretary provide meeting minutes, versus Action Minutes effective at the January 21, 2015 San Mateo County Harbor District Board Meeting.

#### **Background**

There was no formal Board action taken. The General Manager at the time instructed staff to prepare Action Minutes. No Board direction was given to return to the District's previous way of preparing Minutes. Acting General Manager Grindy has instructed staff to prepare the District Minutes to the old way prior to the Action Minutes format.

#### **Analysis**

Providing Minutes versus action minutes will provide members of the public, Board members and staff with more information for said item.

#### **Fiscal Impact**

There is no fiscal impact.

#### **Conclusion**

Providing Minutes at future meetings will greatly assist Staff, Board Members and the Public in understanding the possible discussions and decisions made on specific board agenda items.

#### **Alternatives**

Remain As-Is using Action Minutes.