



Board of Harbor Commissioners

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

Jim Pruett, General Manager
Trisha Ortiz, District Counsel

San Mateo County Harbor District Board of Harbor Commissioners

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

SPECIAL MEETING AGENDA

December 18, 2019

6:00 PM

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

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

A) ROLL CALL

B) PUBLIC COMMENT

C) CLOSED SESSION

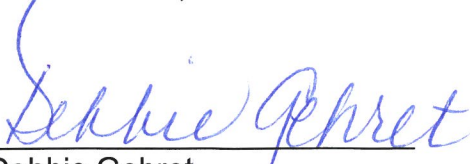
PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: (Interim General Manager)

D) ADJOURN

The next regular meeting will be held on December 18, 2019 at the San Mateo County Harbor District Office, 504 Avenue Alhambra, Ste. 200, El Granada, CA 94018 at 6:30 PM.

Agenda posted as required by:
December 13, 2019 at 4:00 PM


Debbie Gehret
Deputy Secretary



Board of Harbor Commissioners

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

Jim Pruett, General Manager
Trisha Ortiz, District Counsel

San Mateo County Harbor District Board of Harbor Commissioners

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

REGULAR MEETING AGENDA

December 18, 2019

6:30 PM

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

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

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

A) Roll Call

B) Staff Introduction/Recognition

- **Jim Pruett** - General Manager
- **Chris Tibbe** - Harbormaster – Pillar Point Harbor
- **Owen Moore** - Deputy Harbormaster A
- **Jeff “Duke” Brouwer** - Deputy Harbormaster A

C) 1. Public Comments/Questions

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

2. Commissioner Comments

- Commissioners may make public statements limited to five (5) minutes.
- Commissioner Brennan - report out from meeting with First Partner Jennifer Siebel Newsom and Controller Betty T. Yee with Lighthouse Consulting, August 2019.

3. Committee Updates

Standing Committees

- Climate Change Resilience
- Finance
- Oyster Point Liaison
- Social Media/Public Outreach
- Wildlife Protection

Ad Hoc Committees

- Strategic Plan
- Office Design
- RV Lot/CDP
- Schulz Claim

D) Consent

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

ITEMS PULLED FROM CONSENT WILL BE HEARD AFTER DISCUSSION ITEMS.

1. **[Bills and Claims \(van Hoff\)](#)**

Recommendation: Review Pre-Approved Bills and Claims in the amount of \$518,372.88. Pre-Approve \$500,000 in Bills and Claims until next meeting.

2. **[Minutes – Special Meeting November 20, 2019 \(Gehret\)](#)**

Recommendation: Approve Minutes of the Special Meeting of November 20, 2019.

3. **[Minutes – Regular Meeting November 20, 2019 \(Gehret\)](#)**

Recommendation: Approve Minutes of the Regular Meeting of November 20, 2019

4. **[Monthly Capital Projects Update \(Moren\)](#)**

Receive and file.

5. **Commercial Activity Permit for the “The Mavericks Experience” Guided Eco-Tours (Moren)**
Recommendation: Approve attached Commercial Activity Permit for “The Mavericks Experience” (TME), authorizing educational guided walking tours along the West Trail, with docent providing local surfing history, and organizing boating tours with already District permitted vessels.
6. **Commercial Activity Permit for Fathom Ventures LLC to Charter and Host Events on Vessel at Pillar Point Harbor (Moren)**
Recommendation: Board consider approval of the Commercial Activity Permit (CAP) for Fathom Ventures LLC to charter and host events on the inspected vessel ‘Sacajawea’ at Pillar Point Harbor until December 31, 2020 and authorize the General Manager to execute the permit in a form approved by legal counsel.

E) Discussion

7. **Pillar Point Harbor H-Dock Replacement and Johnson Pier Terminus Expansion Project Update; Presentation (Moren)**
Recommendation: Receive update and presentation from design/engineering consultant Moffatt & Nichol on the Pillar Point Harbor H-Dock Replacement and Johnson Pier Terminus Expansion Project.
8. **Final Consideration of Amendment to the San Mateo County Harbor District Ordinance Code Section 3.35.020 - Marina/Harbor Parking Ordinance (Moren)**
Recommendation: Approve Ordinance Code amendment and execute the Resolution to amend the District Parking Ordinance Code Section 3.35.020.
9. **Bid Consideration; Pillar Point Harbormaster Office Alteration Project (Moren)**
Recommendation: Authorize the General Manager to enter into an Agreement with the sole bidder, CWS Construction Group Inc., pursuant to an Invitation for Bid, to make alterations to the Pillar Point Harbor Harbormaster Office improving staff security, ADA compliance, public access, workflow and efficiency of the building for an amount not-to-exceed \$376,000 and establish a contract contingency in the amount of 10% of the contract amount for unanticipated additional expenses associated with the contract and authorize the General Manager to issue change orders up to the contingency amount. Approve increase in Capital Project Appropriations of \$413,600.

- 10. John Mathews Architects Construction Support Proposal Consideration; Pillar Point Harbormaster Office Alteration Project (Moren)**
Recommendation: Authorize the General Manager to enter into a Professional Services Agreement with consultant John Mathews Architects for the Construction Administration and Support Phase of the Pillar Point Harbor Harbormaster Office Alterations Project for an amount not-to-exceed \$20,000, based on an hourly basis. Approve an increase in Capital Project Appropriations of \$20,000.
- 11. Valentine Corp Change Order Consideration for the Pillar Point Harbor Fishing Pier Rehabilitation Project (Moren)**
Recommendation: Authorize the General Manager to implement two Change Orders to the previously approved Pillar Point Harbor Fishing Pier Rehabilitation Project Agreement with Valentine Corp, increasing the construction cost by \$88,681.56, and approve an increase in Capital Project Appropriations by the same amount.
- 12. Board Acceptance of Project Bid Submittal to Repair Support Pilings at Pillar Point Harbor Johnson Pier Timber Platform (Moren)**
Recommendation: Pursuant to an Invitation for Bid, authorize the General Manager to enter into an agreement with the lowest qualified bidder, DRS Marine, Inc., for piling repairs at Pillar Point Harbor Johnson Pier Terminus for \$34,775, with a 10% contingency in the event there is a need for Change Orders due to unforeseen challenges and authorize the General Manager to issue change orders up to the contingency amount. Approve increase in Capital Project Appropriations of \$38,253.
- 13. Information Technology Services Contract with Think Connected (van Hoff)**
Recommendation: Approve panel recommendation of rating Think Connected as highest ranking firm and authorize the General Manager to execute a Professional Services Agreement (PSA) for Information Technology (IT) Services. The estimated costs are \$42,900 for the remainder of fiscal year 2019/20 and \$80,000 for fiscal year 2020/21 and shall increase at 3.5% each year thereafter.
- 14. Direction to Staff Regarding Decorative Old Fishing Vessel at Pillar Point Harbor Entrance (Moren)**
Recommendation: Direct staff on how the Board desires to move forward with the decorative old fishing vessel on land at the entrance to Pillar Point Harbor which is in disrepair.

15. Social Media and Public Outreach Services (van Hoff)

Recommendation: Receive a presentation from the San Mateo County Harbor District's (District) social media consultant Phondini Partners LLC. Review and discuss the following possible alternatives regarding Phondini Partners Contract and provide direction to staff.

16. CONSIDERATION OF MERIT BONUS FOR INTERIM GENERAL MANAGER

17. Closed Session:

TITLE: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of Case: John Schulz v. San Mateo County Harbor District, et al.; (U.S. District Court No. C 19-992 JSC)

F) Discussion/Action on Pulled Consent Items (if any)

G) Future Agenda Items

H) November Activity Reports: Interim General Manager/Operations, Administration

Information only.

I) Adjourn

The next Regular meeting will be held on January 15, 2020 at the San Mateo County Harbor District Office, 504 Avenue Alhambra, Ste. 200, El Granada, CA 94018 at 6:30 PM.

Agenda posted as required:
December 13, 2019 at 4:00 PM


Debbie Gehret
Deputy Secretary



Staff Report

TO: Board of Harbor Commissioners

FROM: Kin Yip Chan, Accounting Technician

DATE: December 18, 2019

SUBJECT: Review Bills and Claims in the Amount of \$518,372.88

Total Disbursements being submitted for your review: **\$518,372.88**

Dept. Code	Description	Amount
103	Administration & Commissioners	\$ 80,501.34
201	Pillar Point Harbor	\$ 257,763.17
301	Oyster Point Marina	\$ 26,099.98
	Employee Deductions	\$ 31,842.01
	Payroll / Benefits	\$ 122,166.38
Total Bills & Claims for Review:		\$ 518,372.88

Pre-Approved Payroll Notes:

Payroll Paydate 11/1/19	\$ 143,597.14
Payroll Paydate 11/15/19	\$ 142,881.37
Payroll Paydate 11/27/19	\$ 137,750.78
Total Payroll for Period:	\$ 424,229.29

Background: The Board pre-approved Bills and Claims up to \$750,000 for this month and all payroll related claims. Actual Bills and Claims paid for the period are \$518,372.88.

Staff reported on the 10/16/19 Bills and Claims that a board approved payment of up to \$32,000 to California Speed-Sports for a new all-terrain rescue vehicle; this payment was voided in late October due to the vendor not meeting our requirements for the vehicle. Harbor staff selected an alternate vendor, Powersports of Vallejo to purchase the vehicle for \$31,008.44. Payment was made in November and the disbursement is reported on this Bills and Claims report.

Recommended Motion:

- 1) Accept Bills and Claims in the amount of \$518,372.88.
- 2) Pre-Approve \$500,000 in Bills and Claims and payroll related claims for January 2020.

Attachments:

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

BILLS AND CLAIMS FOR 12/18/19 BOARD MEETING				PAYROLL EMPLOYEES	PAYROLL BENEFITS	ADMIN & COMM	PILLAR POINT	OYSTER POINT	TOTAL ALL
VENDOR	DESCRIPTION	DATE OF INVOICE OR STATEMENT	AMOUNT	DEDUCTION	RELATED	103	201	301	DEPTS
			-	-	-	-	-	-	-
SUB-TOTAL OF PAYMENTS TO BE PROCESSED 12/18/2019			-	-	-	-	-	-	-
8x8 INC	TELEPHONE /COMMUNICATIONS	11/1/2019	1,030.43			659.54		370.89	1,030.43
ABDALLAH, JULIO	REIMB TRAINING TRAVEL EXPENSES	11/22/2019	379.50				379.50		379.50
AC3	REPAIRS & MAINTENANCE	10/28/2019	600.00				600.00		600.00
ADOBE SYSTEMS INCORPORATED	COMPUTER-SOFTWARE	10/21/2019	185.61			185.61			185.61
ADP, LLC	PAYROLL PROCESSING	11/1/2019	1,564.55			521.52	601.75	441.28	1,564.55
ALX TECHNOLOGY LLC	OPERATING SUPPLIES	10/9-11/6/19	1,038.93				1,038.93		1,038.93
AMAZON CAPITAL SERVICES, INC	REPAIRS & MAINTENANCE	10/19-11/13/19	2,367.86			807.94	1,559.92		2,367.86
AMERICAN DEBRIS BOX SERVICE, INC	CONTRACTUAL SERVICES	10/22/2019	2,440.84				2,440.84		2,440.84
ANDREINI BROS INC	REPAIRS & MAINTENANCE	11/7/2019	42,761.00				42,761.00		42,761.00
ARAMARK UNIFORM SERVICES LLC	UNIFORM SERVICES	10/31/2019	1,451.33					1,451.33	1,451.33
AT&T	TELEPHONE /COMMUNICATIONS	11/13/2019	264.35				264.35		264.35
BIG ED'S CRANE SERVICE INC	REPAIRS & MAINTENANCE	11/7/2019	1,490.50				1,490.50		1,490.50
BLUE LINE TRANSFER, INC	GARBAGE SERVICES	11/1/2019	60.00					60.00	60.00
BOWSER, COLIN A	REIMB GM INTERVIEW	10/19/2019	710.62			710.62			710.62
BRISCOE PLUMBING	REPAIRS & MAINTENANCE	11/13/2019	236.50			236.50			236.50
BWRAG LLC	CONTRACTUAL SERVICES	8/6/2019	12,634.00			12,634.00			12,634.00
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	MEMBERSHIPS & SUBSCRIPTIONS	10/1/2019	7,615.00			7,615.00			7,615.00
CALIFORNIA WATER SERVICE CO	UTILITIES	10/22/2019	4,157.32					4,157.32	4,157.32
CALPERS	PAYROLL DEDUCTION PAYABLE	11/1-11/27/19	53,475.58		53,475.58				53,475.58
CALPERS SUPPLEMENTAL INCOME 457 PLAN	PAYROLL DEDUCTION PAYABLE	11/1-11/27/19	27,542.30	21,742.27	5,800.03				27,542.30
CASPIAN IT GROUP	CONTRACTUAL SERVICES-IT	10/24-11/1/19	5,039.32			1,910.21	1,596.89	1,532.22	5,039.32
CITY OF SOUTH SAN FRANCISCO	CONTRACTUAL SERVICES	10/30/2019	348.00			348.00			348.00
CLARK PEST CONTROL	CONTRACTUAL SERVICES	11/11/2019	82.00					82.00	82.00
COASTSIDE COUNTY WATER DISTRICT	UTILITIES	10/31/2019	7,961.45				7,961.45		7,961.45
COASTSIDE.NET	WIFI EXPENSES	11/1/2019	359.10				359.10		359.10
COLEMAN SECURITY INDUSTRIES, INC	CONTRACTUAL SERVICES	10/21-11/18/19	5,902.96					5,902.96	5,902.96
COMCAST	INTERNET EXPENSES	10/25/2019	729.62			193.42	114.40	421.80	729.62
COUNTY OF SAN MATEO - DEPT. OF PUBLIC WORKS	STREET SWEEPING SERVICES	10/24/2019	614.52				614.52		614.52
DAMITZ, BRADLEY SCOTT	CONTRACTUAL SERVICES	11/4/2019	7,500.00				7,500.00		7,500.00
DE MEO ELECTRIC	REPAIRS & MAINTENANCE	10/29/2019	2,122.77				2,122.77		2,122.77
DEPARTMENT OF JUSTICE	RECRUITING EXPENSES	11/5/2019	96.00			32.00	64.00		96.00
DIGITAL DEPLOYMENT, INC/ STREAMLINE	CONTRACTUAL SERVICES-IT	10/31/2019	200.00			200.00			200.00
DUFFY, BRIAN	REIMB TRAINING TRAVEL EXPENSES	11/22/2019	379.50				379.50		379.50
EMPLOYMENT DEVELOPMENT DEPARTMENT	UNEMPLOYMENT INSURANCE	10/30/2019	2,250.00				1,125.00	1,125.00	2,250.00
GAETANI REAL ESTATE	ADMIN OFFICE RENT	11/13/2019	8,200.00			8,200.00			8,200.00
GARDA, CL WEST, INC	CONTRACTUAL SERVICES	11/1/2019	280.90				140.45	140.45	280.90
GARNISHMENT	PAYROLL DEDUCTION PAYABLE	11/1-11/15/19	1,411.06	1,411.06					1,411.06
GET IT TECH INC	REPAIRS & MAINTENANCE	10/15/2019	271.57					271.57	271.57
GHD, INC	CONTRACTUAL SERVICES	11/5/2019	66,225.36				66,225.36		66,225.36
GOLDEN STATE LUMBER	REPAIRS & MAINTENANCE	10/24/2019	65.49					65.49	65.49
GRAINGER	REPAIRS & MAINTENANCE	10/31/2019	3,263.54			2,611.98	223.16	428.40	3,263.54
HALF MOON BAY REVIEW	ADVERTISING EXPENSES	10/16-10/31/19	376.50			201.50	175.00		376.50
HASSETT HARDWARE/ BLUETRAP CREDIT SERVICES	REPAIRS & MAINTENANCE	10/25/2019	299.24				299.24		299.24
HENDERSON MARINE SUPPLY, INC	REPAIRS & MAINTENANCE	10/29/2019	2,586.38				1,586.83	999.55	2,586.38
HOLMAN PROFESSIONAL COUNSELING CENTERS	EMPLOYEE ASSISTANCE PROGRAM SERVICES	12/1/2019	289.00			98.88	102.67	87.45	289.00
IRON MOUNTAIN, INC	CONTRACTUAL SERVICES	10/31/2019	149.00			149.00			149.00
JOHNSON, ROBERT	REIMB HEALTH INSURANCE PREMIUMS	11/15/2019	813.00					813.00	813.00
KONICA MINOLTA	REPAIRS & MAINTENANCE	11/5/2019	313.54			213.60	99.94		313.54
LAURETTA PRINTING COMPANY	OFFICE SUPPLIES	11/7/2019	374.33				187.17	187.16	374.33
LENACO CORPORATION/BLUE RIBBON SUPPLY COMPANY	JANITORIAL SUPPLIES	10/31/2019	2,919.63				2,657.13	262.50	2,919.63
LIND MARINE INCORPORATED	VESSSEL DESTRUCTION	11/11/2019	9,500.00				9,500.00		9,500.00
MARINE LIEN SALE SERVICE	LIEN SALES	10/30/2019	320.00				320.00		320.00
MISSION LINEN & UNIFORM SUPPLY	UNIFORM SERVICES	10/31/2019	1,247.15				1,247.15		1,247.15
MOFFATT & NICHOL ENGINEERS, INC	CONTRACTUAL SERVICES	10/23-11/11/19	7,821.72				7,821.72		7,821.72
MOORE, OWEN	REIMB TRAINING TRAVEL EXPENSES	11/22/2019	379.50				379.50		379.50
MOTION INDUSTRIES INC (MOSS RUBBER AND EQUIPMENT CORP)	REPAIRS & MAINTENANCE	11/6/2019	39.50					39.50	39.50

BILLS AND CLAIMS FOR 12/18/19 BOARD MEETING				PAYROLL EMPLOYEES	PAYROLL BENEFITS	ADMIN & COMM	PILLAR POINT	OYSTER POINT	TOTAL ALL		
VENDOR	DESCRIPTION	DATE OF INVOICE OR STATEMENT	AMOUNT	DEDUCTION	RELATED	103	201	301	DEPTS		
NAVIA BENEFIT SOLUTIONS	PAYROLL DEDUCTION PAYABLE	10/31-11/15/19	257.68	207.68		50.00			257.68		
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.	LEGAL SERVICES	11/8/2019	6,830.00			6,830.00			6,830.00		
OPERATING ENGINEERS TRUST	HEALTH INSURANCE PREMIUMS	10/25/2019	42,111.00		42,111.00				42,111.00		
OPERATING ENGINEERS UNION LOCAL 3	PAYROLL DEDUCTION PAYABLE	11/1/2019	1,472.00	1,472.00					1,472.00		
ORKIN SERVICES OF CALIFORNIA, INC	CONTRACTUAL SERVICES	10/31/2019	144.45					144.45	144.45		
PACIFICA COMMUNITY TELEVISION	CONFERENCES & MEETINGS	11/5/2019	600.00			600.00			600.00		
PENINSULA PUMP & EQUIPMENT	REPAIRS & MAINTENANCE	10/28/2019	2,602.75				2,602.75		2,602.75		
PG&E	UTILITIES	10/14-10/23/19	15,380.29				15,380.29		15,380.29		
PHONDINI PARTNERS LLC	CONTRACTUAL SERVICES	10/31/2019	6,550.00			6,550.00			6,550.00		
PINA, JOHN DBA GOPHER BUSTERS	CONTRACTUAL SERVICES	11/1/2019	495.00				495.00		495.00		
PITNEY BOWES, INC/ PURCHASE POWER	POSTAGE SUPPLY	10/11-10/20/2019	286.18				93.09	193.09	286.18		
POWERSPORTS OF VALLEJO INC	NEW PATROL VEHICLE	10/18/2019	31,008.44				31,008.44		31,008.44		
PRIORITY ONE PUBLIC SAFETY	REPAIRS & MAINTENANCE	10/4/2019	2,279.39				2,279.39		2,279.39		
R&B SUPPLY CO., INC	REPAIRS & MAINTENANCE	10/8/2019	136.13				136.13		136.13		
RAUCH COMMUNICATION CONSULTANTS INC	CONTRACTUAL SERVICES	10/28/2019	4,864.22			4,864.22			4,864.22		
READY REFRESH BY NESTLE	OFFICE SUPPLIES	10/24/2019	21.83					21.83	21.83		
RECOLOGY OF THE COAST	GARBAGE SERVICES	10/31/2019	9,367.02				9,367.02		9,367.02		
RELIABLE FIRE EXTINGUISHER CO.	REPAIRS & MAINTENANCE	11/5/2019	577.61					577.61	577.61		
ROBERT HALF INTERNATIONAL, INC	CONTRACTUAL SERVICES	10/14-10/22/19	6,430.00			6,430.00			6,430.00		
RYDIN	OPERATING SUPPLIES	11/1/2019	752.74				451.65	301.09	752.74		
SAN MATEO COUNTY AIRPORTS	SAND STOCKPILE MONTHLY RENT	11/13/2019	4,500.00				4,500.00		4,500.00		
SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT	WATER QUALITY ASSISTANCE	9/30/2019	11,389.77				11,389.77		11,389.77		
SAN MATEO DAILY JOURNAL	ADVERTISING EXPENSES	10/4-10/8/19	3,168.00			3,168.00			3,168.00		
SCHIAFONE, SALVATORE	REIMB GM INTERVIEW	10/20/2019	723.51			723.51			723.51		
SCHWAAB, INC	OFFICE SUPPLIES	10/21-10/30/19	25.02			25.02			25.02		
SMITH, JAMES	REIMB UNIFORM RELATED EXPENSES	10/14/2019	108.15					108.15	108.15		
SOUTH SAN FRANCISCO SCAVENGER CO	GARBAGE SERVICES	11/1/2019	2,583.60					2,583.60	2,583.60		
SPECIAL DIST RISK MANAGEMENT AUTHORITY	HEALTH INSURANCE PREMIUMS	10/22-11/5/19	8,937.03		8,937.03				8,937.03		
SPRINT/NEXTEL COMMUNICATIONS	TELEPHONE /COMMUNICATIONS	11/10/2019	190.03					190.03	190.03		
STANDARD INSURANCE COMPANY	LIFE & LTD INSURANCE	10/21/2019	4,648.11		4,648.11				4,648.11		
STAPLES ADVANTAGE	OFFICE SUPPLIES	11/2/2019	975.78			198.53	328.93	448.32	975.78		
STIGLBAUER, STEVEN	REIMB GM INTERVIEW	10/18/2019	1,360.42			1,360.42			1,360.42		
SUPERIOR EQUIPMENT COMPANY, INC	REPAIRS & MAINTENANCE	10/14/2019	1,158.54				1,158.54		1,158.54		
TEAMSTERS LOCAL 856-HEALTH & WELFARE FUND	HEALTH INSURANCE PREMIUMS	10/25/2019	6,282.09		6,282.09				6,282.09		
TEAMSTERS UNION LOCAL 856	PAYROLL DEDUCTION PAYABLE	10/18/2019	634.00	634.00					634.00		
TERMINIX COMMERCIAL	CONTRACTUAL SERVICES	10/18/2019	82.00				82.00		82.00		
THE HERTZ CORPORATION	RENTAL CAR SERVICES	11/4/2019	819.30			819.30			819.30		
TURBO DATA SYSTEMS, INC	CITATION PROCESSING	10/31/2019	36.80				17.14	19.66	36.80		
U.S. BANK-CAL CARD	CAL-CARD EMPLOYEE PURCHASES	10/22/2019	16,208.96			3,687.40	10,380.87	2,140.69	16,208.96		
VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTION PAYABLE	11/1-11/27/19	7,287.54	6,375.00	912.54				7,287.54		
VERIZON WIRELESS	TELEPHONE /COMMUNICATIONS	10/15/2019	773.08			366.82	314.55	91.71	773.08		
WEST MARINE PRO	REPAIRS & MAINTENANCE	10/26/2019	1,662.14				1,640.76	21.38	1,662.14		
WITTWER PARKIN LLP	LEGAL SERVICES	11/1/2019	7,759.30			7,298.80	42.00	418.50	7,759.30		
BROWN, JAMES	REFUND DEPOSIT	10/30/2019	168.88				168.88		168.88		
CARRIE, PETE	REFUND DEPOSIT	10/30/2019	469.48				469.48		469.48		
GARLAND, FRED	REFUND DEPOSIT	10/30/2019	279.00				279.00		279.00		
KENSIT, TIMOTHY	REFUND DEPOSIT	11/7/2019	324.00				324.00		324.00		
KUNST, MICHAEL	REFUND DEPOSIT	10/23/2019	270.50				270.50		270.50		
PRIMROSE, KEITH	REFUND DEPOSIT	10/30/2019	138.68				138.68		138.68		
SANDERS, DAVID	REFUND DEPOSIT	10/30/2019	155.25				155.25		155.25		
SMITH, BRANDON	REFUND DEPOSIT	10/30/2019	345.29				345.29		345.29		
WALLACE, JOE	REFUND DEPOSIT	10/23/2019	4.03				4.03		4.03		
TOTAL HANDCHECKS			518,372.88			31,842.01	122,166.38	80,501.34	257,763.17	26,099.98	518,372.88
TOTAL BILLS & CLAIMS			518,372.88			31,842.01	122,166.38	80,501.34	257,763.17	26,099.98	518,372.88
				x	x	x	x	x			518,372.88

BILLS AND CLAIMS FOR 12/18/19 BOARD MEETING				PAYROLL EMPLOYEES	PAYROLL BENEFITS	ADMIN & COMM	PILLAR POINT	OYSTER POINT	TOTAL ALL
VENDOR	DESCRIPTION	DATE OF INVOICE OR STATEMENT	AMOUNT	DEDUCTION	RELATED	103	201	301	DEPTS

TRUE

5 LARGEST PAYMENTS ON THE CAL CARD				PAYROLL EMPLOYEES	PAYROLL BENEFITS	ADMIN & COMM	PILLAR POINT	OYSTER POINT	TOTAL ALL
VENDOR	DESCRIPTION		AMOUNT	DEDUCTION	RELATED	103	201	301	DEPTS
BUELL SURF	UNIFORM RELATED EXPENSES	9/28/2019	1,022.22				1,022.22		1,022.22
R&B COMPANY	REPAIRS & MAINTENANCE	9/26/2019	995.55				995.55		995.55
INTERSTATE TRAFFIC CONTROL PRODUCTS INC	REPAIRS & MAINTENANCE	9/24/2019	866.13				866.13		866.13
BACKCOUNTRY.COM	TRAINING EQUIPMENTS	9/27/2019	842.30				842.30		842.30
GRAND PRIX	REPAIRS & MAINTENANCE	9/25/2019	819.68				819.68		819.68
TOTAL			4,545.88	-	-	-	4,545.88	-	4,545.88

Legal Fees - Fiscal Years 2011 to 2020

Sum of Total Spent	Column Labels										
	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20 YTD*	Grand Total
AARONSON, DICKERSON, COHN &	\$ 46,880.38	\$ 84,627.99	\$ 105,733.63	\$ 88,761.42	\$ 340.75						\$ 326,344.17
COX, WOOTON, LERNER, GRIFFIN, FRANK/LYNN S.				\$ 10,856.98	\$ 9,143.02	\$ 29,949.79	\$ 3,682.03				\$ 53,631.82
HANSON BRIDGETT LLP					\$ 287,596.29	\$ 301,540.13	\$ 317,484.72	\$ 290,308.67	\$ 361,423.88		\$ 1,558,353.69
JAY RESENDEZ, ATTORNEY AT LAW			\$ 735.00			\$ 3,325.00					\$ 4,060.00
KOTZEBUE/ MARGARET					\$ 26,364.00						\$ 26,364.00
KRAMER/ KAREN				\$ 13,803.00							\$ 13,803.00
LIEBERT, CASSIDY & WHITMORE///	\$ 34,050.00	\$ 5,674.20	\$ 7,097.00	\$ 83,662.55	\$ 92,751.48	\$ 133,292.43	\$ 97,191.79	\$ 18,150.00	\$ 8,259.50		\$ 480,128.95
MCGRATH INVESTIGATIONS						\$ 15,445.00					\$ 15,445.00
OPPENHEIMER/ AMY				\$ 24,381.00							\$ 24,381.00
RICHARDS, WATSON & GERSHON	\$ 11,803.75	\$ 1,770.00							\$ 6,032.21	\$ 3,792.99	\$ 23,398.95
TOPLIFF/ MARY L.//								\$ 25,000.00			\$ 25,000.00
GOYETTE/ GRIFFITHS//									\$ 50,429.75		\$ 50,429.75
WITTWER PARKIN LLP									\$ 47,635.43	\$ 46,940.70	\$ 94,576.13
OGLETREE, DEAKINS, NASH, SMOAK									\$ 1,739.50	\$ 22,556.50	\$ 24,296.00
COTCHETT, PITRE & MCCARTHY LLP										\$ 5,580.00	\$ 5,580.00
Grand Total	\$ 92,734.13	\$ 92,072.19	\$ 113,565.63	\$ 221,464.95	\$ 416,195.54	\$ 488,052.35	\$ 418,358.54	\$ 333,458.67	\$ 475,520.27	\$ 78,870.19	\$ 2,730,292.46

*19-20 YTD is for services rendered thru August 2019



Board of Harbor Commissioners

Virginia Chang Kiraly, President
Nancy Reyerling, Vice President
Nancy Reyerling, Secretary
Tom Mattusch, Treasurer
Sabrina Brennan, Commissioner
Edmundo Larenas, Commissioner
John Moren, Interim General Manager
Trisha Ortiz, District Counsel

San Mateo County Harbor District Board of Harbor Commissioners

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

SPECIAL MEETING MINUTES

November 20, 2019

5:00 PM

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

- A) ROLL CALL** 5:02 PM Commissioners Larenas, Reyerling, Mattusch present.
Commissioners Brennan, Chang Kiraly absent.
5:09 PM Commissioner Chang Kiraly arrives.
- B) PUBLIC COMMENT** None
- C) CLOSED SESSION** 5:03 PM
- 2) TITLE: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Government Code Section 54956.9(d)(1))
Name of Case: John Schulz v. San Mateo County Harbor District, et al.; (U.S. District Court No. C 19-992 JSC)
- 2) TITLE: No reportable action**
- ❖ 5:35 PM – After the completion of TITLE 2, Commissioner Mattusch leaves Closed Session, recusing himself from TITLE 1.
- 1) TITLE: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
(Government Code Section 54956.9(d)(1))
Name of Case: Brennan v. San Mateo County Harbor District
(DFEH No. 201807-03053228; EEOC No. 37A-2019-00873-C)
- 1) TITLE: Report from Closed Session: DFEH has closed the case.**
- D) OPEN SESSION** 5:55 PM Consider appointment of Ad Hoc Committee for the matter of John Schulz v. San Mateo County Harbor District, et al.
- President Chang Kiraly appointed herself and Commissioner Mattusch to an Ad Hoc Committee regarding the Schulz claim.

E) ADJOURN 5:56 PM Motion (Reyering/Larenas) Adjourn meeting.
Ayes: Chang Kiraly, Larenas, Reyering
Nay: None
Absent: Brennan, Mattusch
Motion passed.

Debbie Gehret
Deputy Secretary

Virginia Chang Kiraly
President

DRAFT



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

San Mateo County Harbor District Board of Harbor Commissioners

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

REGULAR MEETING MINUTES

November 20, 2019

6:30 PM

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

A) Roll Call 6:30 PM Commissioners Chang Kiraly, Larenas, Mattusch, Reyring present.
Commissioner Brennan absent.

B) Staff Introduction/Recognition

- **Mike “Willie” Williams** – PPH Assistant Harbormaster (Retired)
- ~~**Owen Moore**~~ – ~~Deputy Harbormaster A-~~ Moved to December meeting.
- **Lizzie Zuroski** – Communications Analyst

C) 1. Public Comments/Questions - None

2. Commissioner Comments

- **Commissioner Mattusch** – Recreational crab and fishing have been very successful; the harbor is full of activity. Commercial crab fishing has been delayed due to whale entanglement.
- **Commissioner Reyring** – Chaired recent San Mateo County CSDA Chapter meeting in President Cosgrove’s absence; San Mateo County Supervisor Don Horsley and Larry Patterson gave presentations.
- **Commissioner Chang Kiraly** – Thanked new General Counsel for meeting with her and the plan to meet each Board Commissioner.

3. Committee Updates

Standing Committees

- Climate Change Resilience
- Finance
- Oyster Point Liaison – *working on date for meeting.*
- Social Media/Public Outreach – *Commissioner Reyring commented on total recent social media postings.*
- Wildlife Protection

Ad Hoc Committees

- General Manager Search – *Commissioner Reyring commented regarding GM search; interviewed 5 quality candidates and have found a great one. Commissioner Mattusch, honored to have Jim Pruett joining SMCHD.*
- Strategic Plan – *scheduled for 12/18, ahead of December Board meeting.*
- Office Design

D) Consent

ITEMS PULLED FROM CONSENT WILL BE HEARD AFTER DISCUSSION ITEMS.

1. **Bills and Claims (van Hoff)**
Recommendation: Review Pre-Approved Bills and Claims in the amount of \$447,880.40. Pre-Approve \$500,000 in Bills and Claims until next meeting.
2. **Minutes – Regular Meeting October 16, 2019 (Gehret)**
Recommendation: Approve Minutes of the Regular Meeting of October 16, 2019.
3. **Minutes – Special Meeting October 18, 2019 (Gehret)**
Recommendation: Approve Minutes of the Special Meeting of October 18, 2019.
4. **First Quarter 2019/20 Financial Report Spending Authority (Q1) (van Hoff)**
Receive and file.
5. **First Quarter – Fiscal Year 2019/20 (Q1-20) Rent Report (van Hoff)**
Receive and file.
6. **Monthly Capital Projects Update (Moren)**
Receive and file.
7. **Finalization of the Emergency Repair to the Pillar Point Harbor Launch Ramp Drain in Accordance with Public Contract Code 22050 (Moren)**
Information only.

Motion: (Mattusch/Reyering) Approve Consent Items 1-7.

Ayes: All in favor.

Motion passed.

E) Discussion

President Chang Kiraly reordered agenda.

9. Appointment of James Pruett as General Manager; Adopt Resolution No. 19-15; Approve Employment Agreement and Authorize Board President to Execute (General Manager Search Ad Hoc Committee)

Public Comment~

- John Ullom – in support of hiring James Pruett.

Motion: (Reyering/Mattusch) Appointment of James Pruett as General Manager; adopt Resolution No.19-15; approve employment agreement and authorize Board President to execute. (Employment agreement includes annual salary of \$170,000, monthly automobile allowance of \$350, monthly housing allowance of \$1,250 for the first twelve months of employment).

Ayes: All in favor

Motion passed.

8. Pillar Point Harbor West Trail Erosion Protection Project Update; Presentation (Moren)

Information only.

16. Design, Engineering, Permitting Consultant Moffatt & Nichol Professional Services Agreement Change Order Consideration for the Pillar Point Harbor Fishing Pier Rehabilitation Project (Moren)

Motion: (Mattusch/Reyering) Authorize the Interim General Manager to implement a Change Order to the previously approved Pillar Point Harbor Fishing Pier Rehabilitation Project Professional Services Agreement with consultant Moffatt & Nichol, increasing the design, engineering, permitting and construction support total by \$13,300 and approve an increase in Capital Project Appropriations by the same amount.

Ayes: All in favor

Motion passed.

17. Board Direction to Staff Regarding an Amendment to the San Mateo County Harbor District Ordinance Code Section 3.35.020 -Marina/ Harbor Parking Ordinance (Moren)

Motion:(Reyering/Mattusch) Direct staff to publish notice in a newspaper of general circulation within the District, for not less than 20 days prior to Ordinance Code amendment adoption, and place the Resolution to amend the District Parking Ordinance Code Section 3.35.020 for consideration on the agenda for the December 18, 2019 District Board Meeting.

Ayes: All in favor

Motion passed.

18. Direction to Staff Regarding New District Administration Office (Moren)

Direction to staff: Motion Alternative 1- Arrange a Board Special Meeting so that any Commissioners that wish to participate in interviewing the five RFP respondents can do so, then bring a recommendation to the full Board.

19. Pillar Point Harbor KN RV Lot and New Public Restroom Coastal Development Permit Compliance, Conditions of Approval and RFP Response Selection for Architectural Design, Engineering, Permitting and Construction Support (Moren)

Public Comment~

- John Ullom – in support of this project. Thanked those that have worked and helped get this project to this point.

District Board appoint an Ad Hoc Committee comprised of two Harbor Board Commissioners to; i) review KN lease terms, ii) review California Coastal Commission/City of Half Moon Bay Coastal Development Permit Conditions of Approval, and iii) review responses to an RFP for architectural design, engineering, permitting and construction support for a new public restroom, green space and increased ADA parking at the Pillar Point Harbor KN RV Park.

- **President Chang Kiraly appointed Commissioners Larenas and Mattusch to the RV Park Ad Hoc Committee.**

15. Deputy Board Secretary Position Description (van Hoff)

Motion: (Mattusch/Reyering) Approve Deputy Board Secretary position description.

Ayes: All in favor

Motion passed.

Items 10-14

Motion: (Reyering/Mattusch) Remove the following five (5) Policies, Items 10-14, for review by new General Counsel and new General Manager, and further review by Commissioners, and possibly return at a later date.

Ayes: Chang Kiraly, Mattusch, Reyering

Nays: Larenas

Motion passed.

10. Policy 6.2.5 ‘Sexual & Unlawful Harassment Policy’ (Governance & Policy Committee)

Recommendation: Eliminate current Policy 6.2.5 ‘Harassment, Discrimination and Retaliation Prevention.’ Adopt and replace current Policy with Policy 6.2.5 Sexual & Unlawful Harassment Policy.

11. Review District’s Current ‘Expense Accounting and Expenditure Reimbursement for Commissioners’ Policy and Newly Drafted ‘Commissioner Reimbursement’ Policy (van Hoff)

Recommendation: Approve replacement of current policy with newly drafted policy 4.2.4 'Commissioner Reimbursement' (including any proposed revisions, if applicable); or take no action and keep the current Policy

12. Policy 1.1.1 'San Mateo County Harbor District Code of Ethics and Values' (Governance & Policy Committee)

Recommendation: Review and comment on draft policy. Approve Policy 1.1.1 'San Mateo County Harbor District Ethics and Values' (including any proposed revisions, if applicable).

13. Policy for Board Meeting Agenda (Governance & Policy Committee)

Recommendation: Adopt Policy 3.3 'Board Meeting Agenda.'

14. Policy 3.5 'District Counsels & Board Relationship' (Governance & Policy Committee)

Recommendation: Approve Policy 3.5 'District Counsels & Board Relationship' (including any proposed revisions, if applicable).

F) Discussion/Action on Pulled Consent Items (if any)

G) Future Agenda Items

- **Motion:** (Reyering/Mattusch) Discuss old fishing vessel at the entrance to Pillar Point Harbor; possible alternatives.
Ayes: All in favor.
Motion passed.
- **Motion:** (Mattusch/Reyering) Discuss Communications, social media and reevaluate Phondini Contract.
Ayes: All in favor.
Motion passed.

H) October Activity Reports: Interim General Manager/Operations, Administration

Information only.

- **Public Comment~**
John Ullom – Thanked John Moren for the work and his professionalism over the past year; thanked Julie van Hoff for her work. Great staff

I) Adjourn 8:25 PM Motion: (Mattusch/Reyering)

Ayes: All in favor.

Motion passed.

Debbie Gehret
Deputy Secretary

Virginia Chang Kiraly
President



Staff Report

TO: Board of Harbor Commissioners
FROM: John Moren, Director of Operations
DATE: December 18, 2019
SUBJECT: Monthly Capital Projects Update

Recommendation/Motion:

Receive Monthly Capital Projects update.

Fiscal Implications/Budget Status:

All Capital Projects are budgeted appropriately.

Capital Projects Update:

- **PPH Johnson Pier Reconfiguration, H-Dock and Fuel Dock Replacement Project: Initiated Jan. 2017**
 - H-Dock replacement meeting to gain input from public/tenants/stakeholders was held January 23, 2018 at the HMBYC.
 - Public input was addressed in a new drawing and sent with an additional questionnaire to all H-Dock tenants on March 21, 2018.
 - Addressed input gathered at first meeting and from questionnaire for H-Dock replacement. Second public meeting held May 15, 2018 at the HMBYC.
 - Terminus reconfiguration preliminary stakeholder/public meetings held on May 29, 2018 and July 17, 2018 to gather input/ideas on needed alterations.
 - Design/engineering consultant M&N provided a project update at the March 20, 2019 Board meeting, along with proposal to combine Johnson Pier Terminus Reconfiguration so that programmatic permitting can be made most cost efficient.
 - Consultant M&N provide Project update presentation at 12/18/19 Board meeting

- **PPH Johnson Pier Timber Platform Piling Repair Project: Initiated Mar. 2019**
 - Project to be completed as soon as possible to stabilize the timber platform until the reconfiguration construction can take place.
 - Consultant M&N working on Design/Engineering/Permitting.

- IFB advertised, Pre-Bid conference October 11, 2019
- Bids opened November 1, 2019; lowest bid considered at 12/18/19 Board meeting
- **PPH Fishing Pier Repair and Access Walkway Rehabilitation: Initiated Mar. 2017**
 - Consultant M&N working on Design/Engineering/Permitting.
 - Initial drawings and technical memos submitted for review 2/22/18
 - 65% submittals reviewed May 2nd, consultant working on revisions.
 - CDP, NWP, and NOI applications submitted on June 22, 2018.
 - CCC CDP waiver approved in October 2018.
 - 95% tech specs for ITB are being completed.
 - Design/engineering consultant M&N provided a project update at the March 20, 2019 Board meeting.
 - Invitation for Bid sent out 6/5/19.
 - Lowest qualified bid was accepted 8/21/19.
 - Project currently underway, Board to consider change order to allow for complete replacement of timber decking 12/18/19.
- **PPH West Trail Shoreline Protection Project: Initiated May 2015**
 - Geotech testing, core sampling, took place 11/6/17. CCC issued an Incomplete Filing Status on 1/17/18. Consultant currently revising Project plans and addressing CCC concerns.
 - Met with GHD and their sub-consultant at West Trail on 2/15/18 to discuss soil nail wall construction methods for further submittals to CCC.
 - GHD provided update presentation to Public/Board at April 18, 2018 BoC Meeting.
 - Consultant GHD directed to re-look at beach nourishment alternatives with emphasis on Living Shoreline options per CCC Incomplete Filing Status notification letter. GHD working with Program Manager to apply for Coastal Conservancy Grant for funds assist.
 - Project consultants GHD/ESA provided a project update and proposal for Board consideration at the April 17, 2019 Board meeting. Proposal was approved, GHD/ESA Team working on design, engineering and permitting.
 - Draft Project site ecology memo from Dr. Peter Baye being reviewed by team. Can be shared with district. Rookery survey complete and memo being drafted by GHD. Eelgrass survey complete (no eelgrass within our site). Topo/Bathy survey undergoing QC by ESA team, should be available in next month. Evaluating DWR flood protection grant draft guidelines. Drainage options are being formulated and making our way towards a recommended solution.
 - GHD/ESA Team provided Project update presentation 11/20/19.
- **PPH Launch Ramp Dredge Project: Initiated May 2016**
 - Bid Docs 80% complete, awaiting final tech specs CDP submittal. Additional sediment testing was required for use of airport property.
 - Project approved for Disaster Relief Funding by FEMA/CalOES
 - FAA approved staging site within airport boundary.

- Sediment removed will be beneficially re-used either at Surfers Beach or West Trail.
 - Airport ground lease for sediment staging has been approved.
 - Additional Wetlands Delineation study was found to be necessary, in progress.
 - Project Invitation for Bid advertised March 2019.
 - Single bid received is being evaluated by design/engineering team.
 - Single bidder revised bid lower, being brought to Board for consideration 6/19/19.
 - Dredge operation completed, sediment staged at HMB Airport, remaining scope to monitor sediment and remove fencing will be ongoing until sediment beneficially re-used.
- **PPH RV Park Restroom Project: Initiated Nov. 2017**
 - Consultant working on survey and initial drawings. Met with City of Half Moon Bay and CCC on June 1st.
 - Discussed project with CCC on October 3, 2018.
 - HMB Study Session held Jan 8, 2019.
 - Met with City of Half Moon Bay and tenant on Jan 25, 2019, discussed public input from Study Session and potential preferred site location.
 - Met with John Mathews Architects April 1, 2019 to put together alternative drawings for later consultation w/ City of HMB.
 - Preferred alternative considered at 6/19/19 Board meeting.
 - CDP approved, RFP for D&E and permitting underway.
 - RFP for design engineering advertised, Pre-Bid Conference held Sept 20, 2019, Proposals due October 7, 2019.
 - RFP proposals being evaluated by newly appointed (11/20/19) Ad-Hoc Committee.
- **PPH Harbormaster's Office Alterations Project: Initiated Oct. 2017**
 - Project approved by Board at Dec '17 meeting. Tech Specs, Bid Docs and permitting in progress.
 - Preliminary construction drawings currently at 90% completion, CCC/CDP Waiver approved.
 - Consultant and staff working on construction Invitation for Bid docs.
 - IFB advertised 9/4/19. Bid opening September 30, 2019. Low bid to be considered for approval by Board 12/18/19.
- **PPH West Trail Restroom and Pave Parking Lot: Initiated Mar. 2018**
 - Project was on hold due to conflicting adjacent parking lot repair project.
 - Project will progress at Board direction after Master Plan has been vetted.
- **PPH Parking Lot B, C2, C3 Repair Project: Initiated May 2018**
 - Slurry/stripe project schedule pushed out due to conflict with Sidewalk Expansion priority project.
 - Project planning will resume after policies for long term oversize vehicle use in lot have been vetted.

- **Surfers Beach Sand Replenishment Pilot Project: Initiated Oct. 2015**
 - Consultant working closely with Sanctuary staff to move forward, clarification request letters sent 11/7/17. Staff attended MBNMS Advisory Council meeting in Monterey December 15, 2017.
 - Staff and consultant hosted combined agency, meeting on site 2/26/18. USACE, Sanctuary, CCC, EPA reps in attendance.
 - Consultant Damitz met with USACE, NOAA and GFNMS on 5/3/18 to discuss monitoring strategy.
 - Consultant Damitz presented Project update at May 23, 2018 Board meeting.
 - DBW Grant approved, Board approved Grant Agreement at May 23, 2018 meeting.
 - Engineering and Sediment Sampling/Analysis RFP submissions opened on 8/14/18. Highest ranked respondents awarded contracts.
 - Technical Advisory Group to meet November 8, 2018.
 - Meeting with regulatory authorities to discuss permitting occurred January 31, 2019.
 - Consultant Damitz provided Board update on April 2019. Tech Specs and permitting in progress.
 - Project update scheduled for January 15, 2019

- **PPH EV Parking Spaces Project: Initiated June 2019**
 - Two EV parking spaces included as requirement in RV Park Restroom CDP/RFP. Will be looking into additional EV sites.

- **PPH Habitat Restoration at West Trail Project: Initiated June 2019**
 - Initiated research into compiling an RFP for D&E and permitting.

- **PPH Coastal Trail Improvement Project: Initiated June 2019**
 - Initiated research into compiling an RFP for D&E and permitting.

- **OPM Dock 12 (13,14) / East Dock Replacement: Initiated March 2018**
 - Project design/engineering RFP has been completed. Project will proceed in accordance with Board direction and MOU terms.

- **New Admin Building: Initiated March 2019**
 - At Board direction, Portola property was purchased June 6, 2019.
 - June 19, 2019 Board appointed Ad-Hoc Committee for new Admin Building design/engineering RFP.
 - August 15, 2019 and Sept 30, 2019 District and GCSD Ad-Hoc committees met to discuss potential partnering, still unsure if feasible, as GCSD is considering several alternatives.
 - Project design/engineering RFP has been completed. Five respondent's bids opened September 27, 2019.
 - November 20, 2019 Board direction to staff on response evaluation, Special Meeting to be set up for Commissioner/RFP respondent interviews.

- **Signage/Wayfinding Program Project: Initiated Jun. 2018**
 - Project will include a programmatic plan for new aesthetically pleasing interpretive signage/wayfinding consistent with ADA guidelines. Project will proceed at Board direction after Master Plan has been vetted.



SAN MATEO COUNTY HARBOR DISTRICT
504 Avenue Alhambra, Ste. 200
P.O. Box 1449
El Granada, CA 94018
Phone: (650) 583-4400

COMMERCIAL ACTIVITY PERMIT APPLICATION

The undersigned (hereinafter referred to as "Applicant") hereby applies for a permit to conduct a commercial activity, described below, at facilities owned or operated by the San Mateo County Harbor District, hereinafter referred to as "District," a political subdivision of the State of California.

PROPOSED COMMERCIAL ACTIVITY

1. **PURPOSE:** The purpose of the application is to describe the proposed commercial activity offering of sales or services to the general public:

Please describe in detail the proposed commercial activity. Include information regarding the nature of the activity, the purpose, hours of operation, any fees charged, estimated number of participants/customers, areas of Harbor to be used, Harbor facilities to be used. (use additional sheets of paper if needed.)
2. **RULES AND REGULATIONS:**
 - a) Applicant is required to comply with all Federal, State, Local and District laws and ordinances, and represents as part of this permit application process that he/she has reviewed the Ordinance Code of the San Mateo County Harbor District and is fully familiar with the restrictions and laws stated herein.
 - b) Applicant is required to submit with this application a valid copy of the Fictitious Business Name Statement from the County of San Mateo Treasurer's Office (required in all unincorporated areas of the County of San Mateo) or a City of South San Francisco Business License (if business is located in South San Francisco) and Seller's Permit issued from the California State Board of Equalization, which entitles Permittee to sell products. License shall be maintained in accordance with law and Permittee must be able to produce license when requested to do so by a representative of the District. Seller's Permit requirement only applies if applicable. The permits issued by the San Mateo County Harbor District will be null and void if applicant is required to have a San Mateo County, City of Half Moon Bay, or a City of South San Francisco Permit or business license and does not obtain said permits or business licenses.
 - c) Sales and services under the permit applied for herein shall be permitted during prescribed hours only, within the operating hours of the specific facility involved, without advance written approval from the Harbormaster's office.

- d) All sales, work or other services shall be performed only in the areas designated by District staff as the space within the facility for said service, work or sale.
- e) Any permit authorized pursuant to this application shall be revoked immediately, and shall be null and void, if applicant is found in violation of any of the Terms and Conditions of this permit, or any provisions of law, including the San Mateo County Harbor District Ordinance Code.
- f) The permit issued pursuant to this application shall be valid from January 1 through December 31 of the permit calendar year.
- g) Commercial Activities are covered under Section 5 of the existing Ordinance Code.

3. **PERMIT FEE, PAYMENT AND ACCOUNTING:**

- a) **FEES:** The non-refundable administrative fee for the term of this permit shall be **Two hundred sixty-eight dollars (\$268.00)** per year plus \$100 per year to add an additional harbor/marina and shall be payable on approval of this application, before issuance of the Commercial Activity Permit. Additional fees may be required such as a percent-of-sales fee. (Contact the Director of Operations and General Manager for additional requirements).
- b) Permittee may be required to post a security deposit of \$500.00, which may be used by the District for payment of any moneys, rents, fees or other charges due and payable to the District, but in arrears for over ninety (90) days. Permittee shall be required to reinstate security deposit within 30 days, and to the satisfaction of the District if District is required to use said security deposit to satisfy Permittee's obligations under this lease.
- c) **PLACE OF FILING AND PAYMENT:** Fees required herein shall be paid to:

San Mateo County Harbor District
504 Avenue Alhambra, Ste. 200
PO Box 1449
El Granada, CA 94018

The fees may be paid with cash, check, or electronic payment made payable to the San Mateo County Harbor District. A thirty-three dollar (\$33.00) charge shall be assessed to proposed applicant for any and all returned checks. The permit is then null and void.

4. **LIABILITY OF PARTIES: INDEMNIFICATION: INSURANCE:**

Applicant shall indemnify, hold harmless and defend District for and against any and all injury to and deaths of persons, and injuries to property, and all claims, demands, losses, damages and liability, arising out of the applicant's activities under this permit and the use by applicant of District facilities.

Prior to commencing any activities hereunder, applicant shall furnish to District satisfactory evidence of insurance written upon a form and by a company acceptable to District, insuring District, its directors, officers, agents and employees against any losses or liabilities which may arise out of applicant's use of the facilities, including all costs of defending any action. Said insurance shall consist of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additional insured and shall be maintained in full force and effect during the term of the permit. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation.

To operate a vessel under a Commercial Activity Permit, additional insurance is required in the form of Hull, Machinery, and P&I, including towing coverage.

Absence of insurance makes the Commercial Activity Permit null and void.

5. SIGNING OF APPLICATION

In signing this application, and accepting the permit issued thereby, the undersigned certifies under penalty of perjury that any and all work, services or sales will be made by the applicant personally, or by individuals in the applicant's employment, the names of whom must be provided in advance to the District on this application, or on any future amendment to the application, to enable the District to monitor the use of their facilities by outside business entities.

6. NON-TRANSFERABLE/ASSIGNABLE

Applicant understands that the permit so issued is non-transferable or assignable, and that any attempt to transfer, assign or otherwise encumber or hypothecate this permit shall result in the permit immediately becoming null and void, and all permit fees paid shall be forfeited.

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

Please supply the information requested below. Attach additional sheets if necessary, to provide required information. A non-refundable application fee of should accompany this application. You will be notified of the disposition of the application and the necessary steps to secure your final permit. A permit fee signed permit agreeing to reimburse District for any costs incurred by damages and proof of liability insurance named the San Mateo County Harbor District as also insured will be required.

Commercial Activity Permit		
Please check all apply:	<input type="checkbox"/> Sporting Event <input checked="" type="checkbox"/> Water Activity <input type="checkbox"/> Picnic/Wedding <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>walking tour</u>	
Have you ever applied for a CAP with San Mateo County Harbor District	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Applicant Name:	Tim WEST JR + IRMA LIZETH CAMARENA WEST	
Organization Name:	THE MAVERICKS EXPERIENCE	
Address:	PO BOX 483	
City, State, Zip Code	EL GRANADA, CA 94018	
Telephone	Day 650 784-6002 Cell	Fax
Alternate Contact Person (s) and Phone Number	650 727-4455	
San Mateo County Resident:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Non- Profit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Commercial:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Type of Event:	<p>Guided walking tours along harbor trail from Maverick's Parking Lot to Maverick's Beach.</p> <p>Boat tour with permitted charter boats in harbor to Mavericks and back.</p>	
Description of Proposed Activity:	see type of event.	

Number of Events per year/month/week:	N/A 1 per month.	
Event Hour:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Set up Time:	1-2 hours total walking tour.	
Exit Time:	1-3 hours total boat tour.	
Number of Participants/Guests:	4-30 depending on group size.	
Maximum number of vehicles/parking requirements for the event: (provide parking plan)	<p>Maximum 2-3 cars walking tour for small groups. Bus or van drop off for large groups.</p> <p>Boat tours parking max 10-15 cars when Mavericks is breaking w/clean conditions. Chartered boats permit has details.</p>	
Equipment to be used: (Chairs, tables, tents, microphones, speakers)	None.	
Individual in charge on event day (include name, address and contact number on the day of the event)	<p>Same as Tim West Jr. contact info. 650 784-6002 PO BOX 483 El Granada, Ca 94018</p>	

Information will be used to determine whether a CAP will be issued. Completed application must be accompanied by an application fee based on the Permit Fee Schedule. The District may require additional information.

Request for fee waiver:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
-------------------------	---	-----------------------------

Reason for request of fee waiver:
<p>For boat tours a fee will already be with boat charter. Our service is simply to get customers on the boats.</p>

Are you familiar with/have you visited the requested area?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you plan to advertise or issue a press release before the event?	<input checked="" type="checkbox"/> Yes <i>email to potential customers</i>	<input checked="" type="checkbox"/> No
Is there any reason to believe there will be attempts to disrupt, protest or prevent your event? (If yes, please explain on a separate page.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do you intend to solicit donations or offer items for sale?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Applicant is required to comply with all Federal, State, Local and District laws and ordinances, and represents as part of this permit application that he/she reviewed the Ordinance Code of the San Mateo County Harbor District and is fully familiar with the restrictions and laws stated therein.


Applicant is required to submit with this application any permit or license if required by the governing local jurisdiction (e.g. San Mateo County, City of South San Francisco, or City of Half Moon Bay wherein the event or activity will take place.) The Event Permit issued by the San Mateo County Harbor District will be null and void if applicant is required to have San Mateo County, City of South San Francisco, or City of Half Moon Bay permit or license and does not obtain said permits or license.

Prior to commencing any activities hereunder, applicant shall furnish to District satisfactory evidence of insurance written upon a form and by a company acceptable to the District, insuring District, its directors, officers, agents and employees against any losses or liabilities which may arise out of applicant's use of the facilities, including all costs of defending any action. Said insurance shall consist of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of the permit.

Absence of insurance makes the Commercial Activity Permit null and void.

In signing this application, and accepting the permit issued thereby, the undersigned certifies under penalty of perjury that any and all events or activities will be attended by the applicant personally or by individuals known to the applicant, the names of whom must be provided in advance to the District on this application, or on any future amendment to this application, to enable the District to monitor the use of their facilities.

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given.

Signature: 

Date: 11/30/2019

Note: This is an application only and does not serve as permit to conduct any use of the Harbor or Marina. If your request is approved, a permit containing applicable terms and conditions will be sent to the person designated on the application. The permit must be signed by the responsible person and return to the San Mateo County Harbor District prior to the event for final approval by the General Manager or his/her designee.

Name of Permittee: Tim West Jr & Irma Lizeth Camarena West
Contact Person: Tim West Jr
Address of Permittee: P.O. Box 483 El Granada, Ca. 94018
Phone Number: 650-784-6002
Email Address: timwest@mavericksexperience.com

The Mavericks Experience is a locally based company in El Granada, California owned and operated by Tim & Liz West. Tim is 39 years old and has lived on the Coastsides all his life with a strong passion for the community. He has surfed the local waves for decades, guided the youth, been active in encouraging youth sports, and represented the area in The Mavericks Surf Contest. Now he runs jet ski water rescue for big wave surfing events worldwide and whenever Mavericks is happening. Tim & Liz have been married for 4 years and own/operate a successful fire sprinkler company also based out of the Coastsides.

There are two parts to what The Mavericks Experience has to offer. The first is surfing lessons that take place at Surfers Beach, which is located in the City of Half Moon Bay. We are licensed, permitted, and insured 100% with Half Moon Bay.

The other business activity related to this permit are tours of Maverick's. There are two types of tours outlined below: Boat Tours & Walking Tours. The boat tours might need some fine tuning with details per Harbor District standards, which we are ready to collaborate on to make happen.

Walking Tours

Walking Tours are guided by 1 or more tour guides depending on the group size along the harbor trail from Maverick's parking lot to Maverick's Beach. Tours are 1-2 hours in length. During the tour we will stop at certain points where customers will learn about the history related to Maverick's, the harbor, air force/army, community, and sea/wild life. The tour will finish at Maverick's Beach and customers will get a chance to take photos and ask final questions.

At no point will customers be guided up the cliffs or down to the water. Tour guide to customer ratio is 1:10 with a minimum of 5 people and a maximum of 30 people. Tour guides will have a first aid kit and water in their backpacks with a phone and radio set to channel 74 for contact with the Harbor Master if necessary. Tsunami evacuation will be back to the Maverick's parking lot and up the road to the high point of Pillar Point.

Walking tours are set up for large corporate groups who are looking for a team building experience, or just a breath of fresh air after all day in a conference. We offer to meet the group at their conference location to give a video presentation of Maverick's with Q&A. That way they have an introduction to the wave and what its significance is in the surfing world. They are then responsible for their own transportation. For large groups they always have paid transportation for easy drop off. Small groups can drive on their own.

The tour takes 1-2 hours depending on group size and questions on the way to the beach. Tour dates are 365 days per year and from sunrise to sunset. We anticipate an average of 1 large group tour every 2-3 months. Prices are \$250 minimum for a small group. Large groups start at \$500 and go up from there depending on size.

Boat Tours

Boat Tours are the other way for customers to see Maverick's. This option is up close and personal by way of chartered boat out of Pillar Point Harbor. Boat Tours last 2-3 hours depending on the boat schedule dock to dock.

The way we obtain customers is by website contact. Throughout the year customers that inquire about a boat ride to Maverick are put on an 'email list'. When the ingredients for a great day at Maverick's come together we blast out an email to everyone about the upcoming boat options to see the wave. They then book their ticket on a first come first serve basis. We are able to book seats depending on how many are available on each boat.

This booking option is simply a way to get customers into the boats that are permitted and chartered with the Harbor District. All fees, insurance, captain licenses, and any other requirements should be the responsibility of each individual boat. We will simply add a booking fee to the cost and load up the spots on any available boat going out. At this point we have not set anything in certainty, but have interest from a few boats. We look forward to creating working relationships with any and all permitted boats that can legally go out with passengers from the harbor to Maverick's. It's a win-win-win situation.

One other Boat Tour option is if a corporate group would like to charter a boat for a cruise in the harbor, out to Maverick's, and/or in the bay. We would simply book the boat with their captain and possibly add 1 passenger from The Mavericks Experience as tour guide.

There might be more required details to make this happen. Please let us know what we can do to satisfy any requirements.

FILE # 270536
 TYPE OF FILING (Check one)
 Original
 New Filing
 (Change(s) in facts from previous filing)
 Refile
 (No Change(s) in facts from previous filing)
 Previous file # _____

OFFICE OF THE SAN MATEO COUNTY CLERK
 555 County Center 1ST Floor
 Redwood City CA 94063

This space reserved for County Clerk.

FIC  ENT
 \$34.00 * M - 2 7 0 5 3 6 - 1 *
 \$5.00
 \$5.00
 REGISTRATION FEE

FILED
SAN MATEO COUNTY
 AUG 26 2016
 MARK CHURCH, County Clerk
 By BESZ DE LA VEGA
 Deputy Clerk

The following person (persons) is (are) doing business as:

* THE MAVERICKS EXPERIENCE

Print Fictitious Business Name(s)

** 20 AVE PORTOLA 2ND FLOOR PO BOX 483
 Street address of principal place of business Mailing address if different
EL GRANADA CA 94018 SAN MATEO EL GRANADA CA 94018
 City State Zip COUNTY City State Zip

*** REGISTERED OWNER(S):

1. TIMOTHY A. WEST JR
 Full Name
20 AVE PORTOLA
 Residence Address
EL GRANADA CA 94018
 City State Zip
 If Corporation or LLC - Print State of Incorporation/Organization

2. _____
 Full Name

 Residence Address

 City State Zip
 If Corporation or LLC - Print State of Incorporation/Organization

3. _____
 Full Name

 Residence Address

 City State Zip
 If Corporation or LLC - Print State of Incorporation/Organization

4. _____
 Full Name

 Residence Address

 City State Zip
 If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

**** THIS BUSINESS IS CONDUCTED BY: (Check one)

- an Individual
- a General Partnership
- a Limited Partnership
- a Limited Liability Company
- an Unincorporated Association other than a Partnership
- a Corporation
- a Trust
- Copartners
- Married Couple
- Joint Venture
- State or Local Registered Domestic Partners
- a Limited Liability Partnership

**** The registrant commenced to transact business under the fictitious business name or names listed above on N/A
 (Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.
 (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

SIGNATURE OF REGISTRANT Tim West Jr
TIM WEST JR

Print name of person signing. If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of SAN MATEO COUNTY on the date indicated by the filed stamp in the upper right corner.
 NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

MARK CHURCH, SAN MATEO COUNTY CLERK

BY: [Signature] Deputy

CITY OF HALF MOON BAY

BUSINESS LICENSE TAX CERTIFICATE



Business Name: THE MAVERICKS EXPERIENCE
Business Location: 20 AVE PORTOLA #2
EL GRANADA, CA 94018

Business Type: SERVICE - MISCELLANEOUS

Owner(s): TIMOTHY A. WEST JR

TIMOTHY A. WEST JR
THE MAVERICKS EXPERIENCE
PO BOX 483
EL GRANADA, CA 94018-0598

License Number: 02405394
Date Issued: 10/1/2019
Expiration Date: 09/30/2020

***THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.
IT IS NOT TRANSFERABLE OR ASSIGNABLE***

THE MAVERICKS EXPERIENCE:

Thank you for your payment on your City of Half Moon Bay Business License.

This License Certificate does not permit any individual, business, or corporate entity, to conduct business activity which would otherwise be prohibited in the City. Payment of a business tax (required by the provisions of the City of Half Moon Bay Municipal Code), its acceptance by the City, and the issuance of a certificate to any person, shall not authorize the holder thereof to carry on any business unless the holder has complied with all requirements of said Code and all other applicable laws. This certificate has been issued without verification that the holder is subject to or exempted from licensing by the state, county, or federal government; or any other government or government agency.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license. If you have questions concerning your business license, contact the Business Support Center via email at Support@HdLgov.com or by telephone at (650) 443-9050.



CITY OF HALF MOON BAY
8839 N CEDAR AVE #212
FRESNO, CA 93720



CITY OF HALF MOON BAY
BUSINESS LICENSE TAX CERTIFICATE

TIMOTHY A. WEST JR
THE MAVERICKS EXPERIENCE
PO BOX 483
EL GRANADA, CA 94018-0598

License Number: 02405394

Date of Issue: 10/01/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Seth Isch	
	PHONE (A/C. No, Ext): 877-783-1161	FAX (A/C. No): 800-363-3694
	E-MAIL ADDRESS: OandG@kandkinsurance.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Mavericks Experience PO Box 483 El Granada, CA 94018 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	NAIC # 23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W01618283

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X		6BRPA0000030311400	11/02/2019 12:01 AM EDT	11/02/2020 12:01 AM	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
								MED EXP (Any one person)	EXCLUDED
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$5,000,000
								PRODUCTS - COMP/OP AGG	\$1,000,000
								PROFESSIONAL LIABILITY	
								LEGAL LIAB TO PARTICIPANTS	
								COMBINED SINGLE LIMIT (Ea accident)	
								BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
								EACH OCCURRENCE	
								AGGREGATE	
								PER STATUTE <input type="checkbox"/> OTHER	
								E.L. EACH ACCIDENT	
								E.L. DISEASE - EA EMPLOYEE	
								E.L. DISEASE - POLICY LIMIT	
								PRIMARY MEDICAL	
								EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Eco Tours, Surfing

Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Coverage does not extend to the negligence or errors & omissions of the additional insured.

CERTIFICATE HOLDER

San Mateo County Harbor District
 504 Ave Alhambra, 2nd Floor, PO Box 1449
 El Granada, CA 94018
 (Permit Grantor)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Per USDA Forest Service assigned National ID Number.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice Minimum 30 Days or Days per Certificate on file with K&K Insurance Group.

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Named Insured: The Mavericks Experience
Effective Date: 11/02/2019

Per USDA Forest Service assigned National ID Number.

San Mateo County Harbor District
504 Avenue Alhambra, 2nd Floor
El Granada, CA 94018
Phone: (650) 583-4400

Commercial Activity Permit

Permit Number: 2020-XX

1. Commercial Activity Permittee

- 1.1. Name of Permittee: The Mavericks Experience
- 1.2. Contact Person: Tim West Jr.
- 1.3. Address of Permittee: P.O. Box 483
- 1.4. Phone Number: 650.784.6002
- 1.5. Fax Number:
- 1.6. Email Address: timwest@mavericksexperience.com

2. Commercial Activity Permit Description

The Mavericks Experience (TME) is a newly formed business with a goal of providing the public with an opportunity for an educational eco-tour while viewing some of the largest waves on the planet. Participants will be guided along the walking trails of Pillar Point Harbor by local Mavericks surfer and TME Owner/CEO, Tim West Jr. Tim has been a surfer for 22 years, 16 of which he has been a big wave surfer, a former Big Wave World Tour competitor, and Mavericks surf contest invitee.

The eco-tour route will start at the Mavericks parking lot and end at the beachfront located at the southeast corner of Mavericks Beach. TME eco-tours will educate the public about the history of Pillar Point Harbor, Mavericks surfing, military history, and local marine wildlife. In an effort to benefit the community, TME would like to contribute to the maintenance of the tour site by incorporating trash pick-ups as part of the experience.

Tours can be held seven days a week, sunrise to sunset. Eco-tour groups will typically range from one to ten participants; eco-tours with over ten participants will require a second guide. In addition to the knowledge and experience of their eco-tour guide, participants will have an opportunity to upgrade their eco-tour with special guests, including other Mavericks contest surfers or past big wave surfing legends.

A fee will be charged for all tours, children under five free. Applicant, TME, will be responsible for costs associated with meeting insurance requirements and any other regulatory agency licensing and permit fees.

The permit period will be for a 12 month period. The District will receive \$2.50 fee per tour participant, excluding the free admission for Children under aged 5 and under. Should Permittee sell merchandise the District will receive 7% of net sales.

TME will also arrange boating tours for vessels that already have an existing Commercial Activity Permit through the District, those passenger fees will be paid to the District by the terms of the vessel owner's Commercial Activity Permit.

3. Commercial Activity Fee

- 3.1. Payment of the Permit Fee of **two hundred and fifty dollars (\$268)** is immediately due and payable. This amount is the required \$268 per year fee. This amount may change in the future pursuant to Board action. The annual permit fee is due and payable upon any subsequent renewal.
- 3.2. District has received satisfactory evidence of insurance. However, permittee shall keep a current copy of all insurance certificates on file with the San Mateo County Harbor District (SMCHD).
- 3.3. In addition to the annual Permit Fee, permittee shall pay the following fees: \$2.50 per paying participant and 7% of gross merchandise sales.
- 3.4. Permittee shall be required to post a **security deposit of five hundred dollars (\$500)**, or an amount equivalent to the then-current monthly rent, whichever is greater. This amount may be used by the District for payment of any monies, rents, fees or other charges due and payable to the District, but in arrears for over ninety (90) days. Permittee shall be required to reinstate security deposit within thirty (30) days, and to the satisfaction of the District, if District is required to use said security deposit to satisfy Permittee's obligations under the Permit.
- 3.5. Daily eco-tour participant manifest will be forwarded to the Pillar Point Harbor Harbormaster's Office detailing the number of paying participants. All fees will be paid directly to the Pillar Point Harbor Harbormaster's Office staff on a monthly basis.

4. Commercial Activity Terms and Conditions

- 4.1. Permittee shall provide quarterly financial statements supporting the fees paid for eco-tour participants.
- 4.2. Permittee shall be required to obtain and/or comply with the following:
 - 4.2.1. Permittee shall provide the District with a copy of the Fictitious Business License from the City of South San Francisco Business License (if one is necessary).

- 4.2.2. Permittee shall provide the District with a copy of any/all permits and/or licenses required by the State of California or any of its agencies.
- 4.2.3. A Certificate of Insurance for the business activity described in Section 2 attesting to liability coverage consisting of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of this permit. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation.
- 4.3. Permittee shall comply with all applicable District's Ordinances and regulations as adopted.
- 4.4. Permittee shall comply with all applicable District's Ordinances and regulations as adopted
- 4.5. On-site directional signage is permitted in accordance with the Ordinance Code and this Permit and subject to District approval.
- 4.6. Permittee must use reasonable care and may not unreasonably increase the burden on the District's facilities. Permittee may not interfere with other bona fide users of the facilities or the conduct of their business.
- 4.7. Permittee, as a material part of the consideration to be rendered to the District under this Permit, waives all claims against the District for damages to all personal property in, on or about the District's facilities, and for injuries to persons in or about the District's facilities from any cause arising at any time. Permittee 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 Permittee, its employees or agents in the performance of any services or work pursuant to this permit. The duty of the Permittee to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to required Permittee to indemnify SMCHD, its governing board, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

- 4.8. Should either party to this agreement bring any legal action, dispute, or proceeding arising out of or relating to this permit, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of settlement, and each party shall bear its own legal fees and costs.
- 4.9. The laws of the State of California shall govern this agreement and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the agreement, the unsuccessful party will pay the reasonable attorney's fees, court costs, discovery costs and expenses of litigation of the successful party.
- 4.10. Permittee shall pay a fee pursuant to Section 1719 of the Civil Code for the State of California for each check that is returned to the District for lack of sufficient funds.

5.0 Term of Permit

This Commercial Activity Permit is effective from January 1, 2020, and shall terminate on December 31, 2021, subject to annual renewal. This Commercial Activity Permit becomes immediately null and void should any of the conditions specified in Section 4 above not be met, or should any required certificates expire or be revoked or suspended.

This Commercial Activity Permit may be revoked or suspended by the San Mateo County Harbor District at any time and without notice by the District for violation of any Terms or Conditions of the Commercial Activity Permit, or for violation of the Ordinances of the District.

6.0 Termination of Occupancy

Permittee shall on or before the termination date of this Permit specified in Section 5 above, remove all Permittee's personal property from the Property and shall surrender possession of the Property to the District in good order and repair to the satisfaction of the District, normal wear and tear excepted.

For THE MAVERICKS EXPERIENCE, LLC

Signature

Tim West
CEO

Date

For SAN MATEO COUNTY HARBOR DISTRICT

Signature

James Pruett
General Manager

Date



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: Commercial Activity Permit for the “The Mavericks Experience” Guided Eco-Tours

Recommendation/Motion:

Motion: Approve attached Commercial Activity Permit for “The Mavericks Experience” (TME), authorizing educational guided walking tours along the West Trail, with docent providing local surfing history, and organizing boating tours with already District permitted vessels.

Policy Implications:

Consistent with the San Mateo County Harbor District’s (SMCHD) goal of promoting and providing community-based waterfront educational activities.

Fiscal Implications/Budget Status:

Revenue in excess of the application fee depends on the number of participants.
There is no Budget impact

Background:

TME is a newly formed business with a goal of providing the public with an opportunity for an educational eco-tour while viewing some of the largest waves on the planet. Participants will be guided along the walking trails of Pillar Point Harbor by local Mavericks surfer and TME Owner/CEO, Tim West Jr. Tim has been a surfer for 22 years, 16 of which he has been a big wave surfer, a former Big Wave World Tour competitor, and Mavericks surf contest invitee.

The eco-tour route will start at the Mavericks parking lot and end at the beachfront located at the southeast corner of Mavericks Beach. TME eco-tours will educate the public about the history of Pillar Point Harbor, Mavericks surfing, military history, and local marine wildlife. In an effort to benefit the community, TME would like to contribute to the maintenance of the tour site by incorporating trash pick-ups as part of the experience.

Tours can be held seven days a week, sunrise to sunset. Eco-tour groups will typically range from one to ten participants; eco-tours with over ten participants will require a second guide. In addition to the knowledge and experience of their eco-tour guide, participants will have an opportunity to upgrade their eco-tour with special guests, including other Mavericks contest surfers or past big wave surfing legends.

A fee will be charged for all tours, children age 5 and under free. Applicant, TME, will be responsible for costs associated with meeting insurance requirements and any other regulatory agency licensing and permit fees.

The permit period will be for a 12-month period. The District will receive \$2.50 fee per tour participant, excluding the free admission for children under age 5. Should Permittee sell merchandise the District will receive 7% of net sales.

All boat tours will take place on vessels with an existing District Commercial Activity Permit and passengers fees will be paid by the already permitted vessel owner.

Summary/Recommendation:

Staff recommends the Board approve attached Commercial Activity Permit for “The Mavericks Experience” (TME), authorizing educational guided walking tours along the West Trail, with docent providing local surfing history, and organizing boating tours with already District permitted vessels.

Attachments:

1. [Commercial Activity Permit Application](#)
2. [Draft Commercial Activity Permit](#)



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: Commercial Activity Permit for Fathom Ventures LLC to Charter and Host Events on Vessel at Pillar Point Harbor

Recommendation/Motion:

Recommendation: Board consider Approval of the Commercial Activity Permit (CAP) for Fathom Ventures LLC to charter and host events on the inspected vessel 'Sacajawea' at Pillar Point Harbor until December 31, 2020 and authorize the General Manager to execute the permit in a form approved by legal counsel.

Policy Implications:

Consistent with the San Mateo County Harbor District's (District) goal of promoting and providing waterborne services to the local community.

District Code of Ordinances 5.10.010 (E):

The District may not issue commercial activity permits for more than sixteen (16) inspected small passenger vessels and six (6) uninspected small passenger vessels at Pillar Point Harbor without first determining the impact of said additional permits on the District's facilities and the surrounding community.

Currently, the District has issued six of sixteen CAPs for inspected vessels.

Fiscal Implications/Budget Status:

Commercial Activity Permit application fee of \$268 has been paid. Permittee will provide a \$500 deposit and be responsible for passenger fees as required in the current rates and fees schedule, as approved by this Commission.

Background/Discussion:

The proposed Permittee is requesting approval to conduct business at PPH. Pursuant to the terms and conditions of this CAP, Permittee will be allowed to charter and host events on the vessel 'Sacajawea,' owned and insured by Permittee, between the hours of 5am and 10pm, seven days per week. Permittee will charge customers a varying price for gatherings based on what type of event it is, but plan for \$20-\$100 per person. Permittee hopes to host book talks, yoga classes, meditation meetings, corporate meetings, celebrations, etc. Tours will likely be \$15-20 per person with a free gift. No overnight guests/use will be permitted. The CAP, attached to this report, describes the rights and obligations of the parties and adequately protects the District. The term of the CAP is for one year but is freely terminable by the District sooner if necessary. The CAP may be approved and renewed annually thereafter.

If the Board elects to approve this CAP, the Permittee may allow up to 25 persons chartering and/or attending events on the vessel. All customers will be met at the dock gate and will be escorted to and from the vessel. Customers will park as space permits, in designated areas, on a first come, first served basis. Customers will not be provided tenant dock or restroom keys. Permittee will be responsible for keeping the area used clean and ensure no potential environmental hazards occur.

Permittee is requesting to hang a 3' x 16' advertisement banner on their vessel.

3.05.220 Signage and advertising.

SHARE

A. No sign advertising commercial use of a vessel shall be displayed on any vessel, float, dock or other structure without the express permission of the Director of Operations.

B. Properly permitted commercial vessels operating from the marina may have the vessel's name and telephone number displayed on the vessel in letters or numbers no larger than fourteen (14) inches high.

C. Other signs, such as for sale signs, on privately owned vessels may not exceed two (2) feet square, and shall be limited to a total of two (2) such signs per vessel.

D. No sign advertising shall be permitted in association with a commercial activity permitted by a commercial activity permit unless the advertising is specifically authorized by the commercial activity permit or the associated license. This section does not include signage approved as part of an approved building or development permit issued by the County of San Mateo, the City of South San Francisco, or the City of Half Moon Bay. [Res. 31-16; amended through codification process of 1995, Ord. 74-96, Code 1996 § 3.1.22.]

Summary/Recommendation:

Board consider Approval of the Commercial Activity Permit (CAP) for Fathom Ventures LLC to charter and host events on the inspected vessel 'Sacajawea' at Pillar Point Harbor until December 31, 2020 and authorize the General Manager to execute the permit in a form approved by legal counsel.

Attachments:

1. [Commercial Activity Permit Application](#)
2. [DRAFT Commercial Activity Permit](#)



SAN MATEO COUNTY HARBOR DISTRICT

504 Avenue Alhambra, Ste. 200

P.O. Box 1449

El Granada, CA 94018

Phone: (650) 583-4400

COMMERCIAL ACTIVITY PERMIT APPLICATION

The undersigned (hereinafter referred to as "Applicant") hereby applies for a permit to conduct a commercial activity, described below, at facilities owned or operated by the San Mateo County Harbor District, hereinafter referred to as "District," a political subdivision of the State of California.

PROPOSED COMMERCIAL ACTIVITY

1. **PURPOSE:** The purpose of the application is to describe the proposed commercial activity offering of sales or services to the general public:

Please describe in detail the proposed commercial activity. Include information regarding the nature of the activity, the purpose, hours of operation, any fees charged, estimated number of participants/customers, areas of Harbor to be used, Harbor facilities to be used. (use additional sheets of paper if needed.)

2. **RULES AND REGULATIONS:**

- a) Applicant is required to comply with all Federal, State, Local and District laws and ordinances, and represents as part of this permit application process that he/she has reviewed the Ordinance Code of the San Mateo County Harbor District and is fully familiar with the restrictions and laws stated herein.
- b) Applicant is required to submit with this application a valid copy of the Fictitious Business Name Statement from the County of San Mateo Treasurer's Office (required in all unincorporated areas of the County of San Mateo) or a City of South San Francisco Business License (if business is located in South San Francisco) and Seller's Permit issued from the California State Board of Equalization, which entitles Permittee to sell products. License shall be maintained in accordance with law and Permittee must be able to produce license when requested to do so by a representative of the District. Seller's Permit requirement only applies if applicable. The permits issued by the San Mateo County Harbor District will be null and void if applicant is required to have a San Mateo County, City of Half Moon Bay, or a City of South San Francisco Permit or business license and does not obtain said permits or business licenses.
- c) Sales and services under the permit applied for herein shall be permitted during prescribed hours only, within the operating hours of the specific facility involved, without advance written approval from the Harbormaster's office.

- d) All sales, work or other services shall be performed only in the areas designated by District staff as the space within the facility for said service, work or sale.
- e) Any permit authorized pursuant to this application shall be revoked immediately, and shall be null and void, if applicant is found in violation of any of the Terms and Conditions of this permit, or any provisions of law, including the San Mateo County Harbor District Ordinance Code.
- f) The permit issued pursuant to this application shall be valid from January 1 through December 31 of the permit calendar year.
- g) Commercial Activities are covered under Section 5 of the existing Ordinance Code.

3. **PERMIT FEE, PAYMENT AND ACCOUNTING:**

- a) **FEES:** The non-refundable administrative fee for the term of this permit shall be **Two hundred sixty-eight dollars (\$268.00)** per year plus \$100 per year to add an additional harbor/marina and shall be payable on approval of this application, before issuance of the Commercial Activity Permit. Additional fees may be required such as a percent-of-sales fee. (Contact the Director of Operations and General Manager for additional requirements).
- b) Permittee may be required to post a security deposit of \$500.00, which may be used by the District for payment of any moneys, rents, fees or other charges due and payable to the District, but in arrears for over ninety (90) days. Permittee shall be required to reinstate security deposit within 30 days, and to the satisfaction of the District if District is required to use said security deposit to satisfy Permittee's obligations under this lease.
- c) **PLACE OF FILING AND PAYMENT:** Fees required herein shall be paid to:

San Mateo County Harbor District
504 Avenue Alhambra, Ste. 200
PO Box 1449
El Granada, CA 94018

The fees may be paid with cash, check, or electronic payment made payable to the San Mateo County Harbor District. A thirty-three dollar (\$33.00) charge shall be assessed to proposed applicant for any and all returned checks. The permit is then null and void.

4. **LIABILITY OF PARTIES: INDEMNIFICATION: INSURANCE:**

Applicant shall indemnify, hold harmless and defend District for and against any and all injury to and deaths of persons, and injuries to property, and all claims, demands, losses, damages and liability, arising out of the applicant's activities under this permit and the use by applicant of District facilities.

Prior to commencing any activities hereunder, applicant shall furnish to District satisfactory evidence of insurance written upon a form and by a company acceptable to District, insuring District, its directors, officers, agents and employees against any losses or liabilities which may arise out of applicant's use of the facilities, including all costs of defending any action. Said insurance shall consist of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additional insured and shall be maintained in full force and effect during the term of the permit. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation.

To operate a vessel under a Commercial Activity Permit, additional insurance is required in the form of Hull, Machinery, and P&I, including towing coverage.

Absence of insurance makes the Commercial Activity Permit null and void.

5. SIGNING OF APPLICATION

In signing this application, and accepting the permit issued thereby, the undersigned certifies under penalty of perjury that any and all work, services or sales will be made by the applicant personally, or by individuals in the applicant's employment, the names of whom must be provided in advance to the District on this application, or on any future amendment to the application, to enable the District to monitor the use of their facilities by outside business entities.

6. NON-TRANSFERABLE/ASSIGNABLE

Applicant understands that the permit so issued is non-transferable or assignable, and that any attempt to transfer, assign or otherwise encumber or hypothecate this permit shall result in the permit immediately becoming null and void, and all permit fees paid shall be forfeited.

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

Please supply the information requested below. Attach additional sheets if necessary, to provide required information. A non-refundable application fee of should accompany this application. You will be notified of the disposition of the application and the necessary steps to secure your final permit. A permit fee signed permit agreeing to reimburse District for any costs incurred by damages and proof of liability insurance named the San Mateo County Harbor District as also insured will be required.

Commercial Activity Permit		
Please check all apply:	<input type="checkbox"/> Sporting Event <input checked="" type="checkbox"/> Water Activity <input type="checkbox"/> Picnic/Wedding <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>Described below</u> - meetings on vessel	
Have you ever applied for a CAP with San Mateo County Harbor District	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Applicant Name:	Fathom Ventures, LLC - Jessica Rollins, President	
Organization Name:	Fathom Ventures, LLC	
Address:	1 Johnson Pier, #73	
City, State, Zip Code	Half Moon Bay, CA 94019	
Telephone	Day	Cell 415-508-7655 Fax
Alternate Contact Person (s) and Phone Number	Brian Hofstetter, 408-887-8014	
San Mateo County Resident:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Non- Profit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Commercial:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Type of Event:	<p>1. Up to 12 passenger charters with 4-6 crew members aboard our vessel, The Sacajawea which is berthed at the C-end dock at Pillar Point.</p> <p>2. Docked events with up to 25 people. No loud music.</p> <p>3. Tours for a few people at a time that are already at the harbor.</p> <p>We would meet the guests at the gate and instruct them on carpooling and where best to park as needed. (more details at end of application)</p>	
Description of Proposed Activity:	<p>We propose to have passengers aboard for charter trips of varying length. If it is a day trip we would meet them at the gate and then leave and come back later in the day and escort them out. Also we would like to have events of varying length for meetings of different types such as corporate or spiritual.</p>	

Number of Events per year/month/week:	Probably 1/month in the non-rainy season at first and then hopefully 1-2/week if we get doing well.	
Event Hour:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Set up Time:	n/a since it is all on our boat	
Exit Time:	n/a since it is all on our boat	
Number of Participants/Guests:	Max of 25 guests plus 4 workers.	
Maximum number of vehicles/parking requirements for the event: (provide parking plan)	12-16. We will instruct the guests to carpool and to park wherever you would like us to tell them to.	
Equipment to be used: (Chairs, tables, tents, microphones, speakers)	None except what is aboard our vessel	
Individual in charge on event day (include name, address and contact number on the day of the event)	Jessica Rollins, 415-508-7655	

Information will be used to determine whether a CAP will be issued. Completed application must be accompanied by an application fee based on the Permit Fee Schedule. The District may require additional information.

Request for fee waiver:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
-------------------------	------------------------------	--

Reason for request of fee waiver:

Are you familiar with/have you visited the requested area?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you plan to advertise or issue a press release before the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there any reason to believe there will be attempts to disrupt, protest or prevent your event? (If yes, please explain on a separate page.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do you intend to solicit donations or offer items for sale?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Applicant is required to comply with all Federal, State, Local and District laws and ordinances, and represents as part of this permit application that he/she reviewed the Ordinance Code of the San Mateo County Harbor District and is fully familiar with the restrictions and laws stated therein.

Applicant is required to submit with this application any permit or license if required by the governing local jurisdiction (e.g. San Mateo County, City of South San Francisco, or City of Half Moon Bay wherein the event or activity will take place.) The Event Permit issued by the San Mateo County Harbor District will be null and void if applicant is required to have San Mateo County, City of South San Francisco, or City of Half Moon Bay permit or license and does not obtain said permits or license.

Prior to commencing any activities hereunder, applicant shall furnish to District satisfactory evidence of insurance written upon a form and by a company acceptable to the District, insuring District, its directors, officers, agents and employees against any losses or liabilities which may arise out of applicant's use of the facilities, including all costs of defending any action. Said insurance shall consist of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of the permit.

Absence of insurance makes the Commercial Activity Permit null and void.

In signing this application, and accepting the permit issued thereby, the undersigned certifies under penalty of perjury that any and all events or activities will be attended by the applicant personally or by individuals known to the applicant, the names of whom must be provided in advance to the District on this application, or on any future amendment to this application, to enable the District to monitor the use of their facilities.

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given.

Signature: 

Date: 11/21/19

Note: This is an application only and does not serve as permit to conduct any use of the Harbor or Marina. If your request is approved, a permit containing applicable terms and conditions will be sent to the person designated on the application. The permit must be signed by the responsible person and return to the San Mateo County Harbor District prior to the event for final approval by the General Manager or his/her designee.

More details:

Advertisement: We will post about our events on social media (if applicable) or use our newsletter list. We may also post a flyer or cooperate with another business like an art gallery that might want to have a show on our boat. We also would like to hang a banner on our vessel of the size 3' x 16' which will show our website address as well as we might want to put up something about having tours for guests of the marina.

Events: We hope to host an event on our vessel once per week at our peak operation but it will take months to get there. The guest number would be 25 maximum if docked and 12 maximum if taking the boat out.

Tours for harbor guests: We also plan to have single guests on occasion for tours. We plan to offer discounts on the tours to locals, fishermen, marina restaurant guests and kayakers. We hope this will make the harbor an even more fun destination for visitors and support the other businesses here.

Pricing for gatherings will vary based on what type of event it is but we plan for \$20-\$100 per person. We hope to host book talks, yoga classes, meditation meetings, corporate meetings, celebrations, etc. Tours will likely be \$15-20 per person with a free gift (like ice cream or a hot beverage or a hat).

During operation of the vessel a properly certified captain will be at the helm.

We will instruct all guests where to park and to meet us at the gate and not to bother other tenants or the harbor master. Nothing will be on the docks to obstruct passage at any time and trash will not be left behind. We will communicate diligently with our neighbors to make sure they are happy with our operation. We love our neighbors and wish to be a positive part of the Pillar Point community.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

Fathom Ventures LLC

A Single Member-Managed Limited Liability Company

ARTICLE I Company Formation

1.1 **FORMATION.** The Member hereby does form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME.** The name of the Company shall be: Fathom Ventures LLC.

1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Jessica Rollins

1 Johnson Pier #73

Half Moon Bay CA 94019

1.4 **TERM.** The Company shall continue for a perpetual period unless,

(a) The Member votes for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of California.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to Pursue business opportunities with
The vessels under it's ownership: The Sacajawea, The Agua Vida and The Roberta.

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

1 Johnson Pier #73
Half Moon Bay, CA 94019

The principal place of business may be changed to a location the Member may select
The Member may also choose to store company documents at any address the Member chooses.

1.8 **MEMBER.** The name and place of residence of the member are contained in Exhibit 1 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Member's interest.

ARTICLE II **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement. The total value of such property and cash is 215000.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).
- 3.3 **C CORPORATION ELECTION.** The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Member.
- 4.2 **MEMBER.** The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.7 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

- 4.8 **COMPANY INFORMATION.** Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.
- 4.9 **EXCULPATION.** Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.
- 4.10 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.11 **RECORDS.** The Member shall cause the Company to keep at its principal place of business or other location the following:
- (a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
 - (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
 - (c) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V
Compensation

- 5.1 **MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI
Bookkeeping

- 6.1 **BOOKS.** The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;
 - (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) Distributions to him/her in reduction of Company capital;
 - (b) The Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** According to the appropriate Court, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

ARTICLE VIII

Dissolution

- 8.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 6 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Fathom Ventures LLC _____, adopted by the member as of January _____, 1 2019.

Member:



Signature

Printed Name Jessica Rollins

Percent: 100 %

EXHIBIT 1

LISTING OF MEMBERS

As of the 1 day of January, 2019 the following is a list of Members of the Company:

Name Jessica Rollins **Percent** 100 %

Address 1 Johnson Pier #73 HMB CA 94019

EXHIBIT 2

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Member's initial contribution to the Company capital is stated to be \$ 215000. The description and each individual portion of this initial contribution are as follows:

Jessica Rollins	\$ 100
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this 1 day of January, 2019.

Jessica Rollins 

Member



**California Secretary of State
Electronic Filing**



LLC Registration – Articles of Organization

Entity Name: Fathom Ventures LLC

Entity (File) Number: 201829810530

File Date: 10/22/2018

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. **Entity Name:** Fathom Ventures LLC

2. **Business Addresses:**
 - a. **Initial Street Address of Designated Office in California:** 98 Brodea Way
San Rafael, California 94901
United States

 - b. **Initial Mailing Address:** 98 Brodea Way
San Rafael, California 94901
United States

3. **Agent for Service of Process:** Jennifer Rau
6118 Canyon Rim Court
Rocklin California 95765
United States

4. **Management Structure:** All LLC Member(s)

5. **Purpose Statement:** The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Jennifer Rau

FATHOM VENTURES LLC
1 JOHNSON PIER #73
HALF MOON BAY, CA 94019

122

90-3504/1211

11/22/19

Date

CHECK AMOUNT
PAY TO THE ORDER OF

Pay to the
Order of

San Mateo County Harbor District
two hundred fifty eight 09/100

\$ 268.00

Dollars



Photo
Safe
Deposit
Details on back

tri counties bank

1-800-922-8742

For

[Signature]

⑆ 2113504510122 542056629 ⑈

San Mateo County Harbor District
504 Avenue Alhambra, 2nd Floor
El Granada, CA 94018
Phone: (650) 583-4400

Commercial Activity Permit

Permit Number: 2020-XX

1. Commercial Activity Permittee

- 1.1 Name of Permittee: Fathom Ventures LLC (Permittee)
- 1.2 Contact Person: Jessica Rollins
- 1.3 Address of Permittee: 1 Johnson Pier #73 Half Moon Bay , CA 94019
- 1.4 Phone Number: 415-508-7655
- 1.5 Email Address: cacaollins@gmail.com

2. Commercial Activity Permit General Description

Fathom Ventures, LLC - Jessica Rollins, President (Permittee) requests authorization from the San Mateo County Harbor District (District) through this Commercial Activity Permit (CAP) to conduct business at Pillar Point Harbor (PPH). Pursuant to the terms and conditions of this CAP, Permittee will be allowed to conduct; up to 12 passenger charters with 4-6 crew members aboard the vessel Sacajawea which is berthed at the C-end dock at Pillar Point. and Docked Events with up to 25 people (no loud music) and tours for customers already at the harbor. Hours of operation will be between the hours of 5am and 10pm, seven days per week. No overnight guests/use will be permitted.

3. Term

- 3.1 This CAP will commence upon execution and unless cancelled by the District as set forth below, the CAP will be in effect through December 31, 2020. The CAP will be approved and renewed annually thereafter.
- 3.2 This CAP becomes immediately null and void should any of the conditions specified in the permit not be met, or should any required certificates or permits expire or be revoked or suspended. This CAP may be suspended or terminated by the District at any time and without notice by the District for violation of any Terms or Conditions of the CAP, or for violation of the Ordinances of the District.
- 3.3 The District may terminate this CAP for any reason with thirty (30) day notice. If exigency requires, the District may shorten such notice period in the reasonable exercise of its discretion.

4. Facilities—Premises

- 4.1 Permittee may allow up to twenty-five (25) charter customers to board the vessel at their assigned slip for events and day trips, only when escorted by a captain licensed by the United States Coast Guard (USCG) hired by Permittee to and from the vessel. Permittee may allow up to twenty-five (25) customers or up to the legal capacity of the vessel, lesser of the two..
- 4.2 Permittee agrees to comply with all practices required by the District, both as of the commencement of this CAP and at any time during the term of the CAP.
- 4.3 Permittee agrees that certain CAP terms may need to be revised, or the CAP terminated in its entirety, at the District's sole discretion as necessary to accommodate the District's planned projects.
- 4.4 Permittee is responsible for ensuring its operations are compliant with all City, State and Federal laws and permit requirements (together, "Applicable Laws"). The term "Applicable Laws" includes, without limitation, each of the laws which regulates or defines any hazardous material, environmental impact, or Hazardous Release under any local, state or federal laws, or common law. The term "Hazardous Release" as used in this permit shall have the same meaning as the terms "release" under CERCLA [42 U.S.C. 9601(22)] as it applies to a release of any hazardous materials by Permittee, its employees, contractors, invitees, and agents.

5. Commercial Activity Fee

- 5.1 Payment of the Annual Permit Fee of **two hundred and fifty eight dollars (\$268)** has been paid.
- 5.2 Permittee shall pay the following fees: **\$2.32 per passenger and additional \$500 security deposit. Permittee will notify the Marina office prior to any charter episode and provide the manifest with names and number of customers going out on the vessel or attending events on the vessel.**
- 5.3 Permittee will pay per passenger fees quarterly, (July 1-September 30, October 1-December 31, January 1-March 31, and April 1-June 30). Permittee will provide a quarterly report listing all charter episodes, names of customers and totals owed. Late payments will be subject to \$25.00 late fee or interest charges of 10% per annum, whichever is greater on balances more than 30 days past due.

6. Additional Terms and Conditions

- 6.1 Permittee shall monitor the area used for cleanliness. No trash, equipment or supplies shall be left on the dock. Vessel shall be maintained in seaworthy worthy condition and equipped at all times with USCG required navigational aids and safety devices.
- 6.2 Permittee shall provide the District with a copy of any/all permits and/or licenses required by the State of California or any of its agencies or subdivisions.

- 6.3** Permittee will provide the District a Certificate of Insurance evidencing satisfactory insurance coverage for the business activity described in Section 2. All policies shall be in favor of, and name Permittee and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of this permit. The Certificate of Insurance shall provide evidence that the insurance includes the following endorsements: Additional Insured, Primary and Non-Contributory wording; and Waiver of Subrogation in favor of the District. All policies shall state by their terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation.
- 6.4** Permittee shall comply with all applicable District Ordinances and regulations. Further, Permittee must comply with all instructions given by District staff related to the conduct of Permittee's business activities, provided that District will exercise its reasonable discretion in providing such instructions and will do so only as necessary to protect District property, or to facilitate and coordinate Permittee's business activities with the District's other activities.
- 6.5** Permittee must use reasonable care and may not unreasonably increase the burden on the District's facilities. Permittee may not interfere with other bona fide users of the District facilities or the conduct of their business. Permittee agrees to cooperate with District in adjusting any terms of this Permit as may be necessary, including up to termination of this Permit, at the District's sole discretion.
- 6.6** Permittee may not discriminate against any customer, or against employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Permittee must take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 6.7** Waiver, Responsibility, and Indemnity
- i. Permittee, as a material part of the consideration to be rendered to the District under this Permit, waives all claims against the District for damages to all personal property in, on or about the District's facilities, and for injuries to persons in or about the District's facilities from any cause arising at any time. Permittee hereby agrees to indemnify, and save harmless District, its governing board, officers, employees and agents, and to defend District (with counsel approved by District in its reasonable discretion), 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, District, its governing board, officers, employees or agents arising out of this Permit or of Permittee's operations. It is the express intent of the parties that Permittee will indemnify and hold harmless the District from any and all claims, suits or actions arising from any cause whatsoever, other than the sole negligence, willful misconduct, or criminal acts of the District. Permittee waives any and all rights to any type of express or implied indemnity against the district's use of or activities on district property related to this CAP.

- ii. In addition to, and without limitation on, the preceding paragraph, Permittee also agrees to be solely responsible, and at its sole cost to indemnify, and hold the District harmless and to defend District (with counsel approved by District in its reasonable discretion) from and against any and all liabilities, losses, damage, fines, penalties, charges, orders, judgments or liens to the extent any of them arise directly or indirectly, in whole or in part out of a Hazardous Release, or the handling, investigation, treatment, storage, decontamination, remediation, removal, transport or disposal of any hazardous materials. Permittee's liability and obligation hereunder does not depend upon whether it resulted from any act or omission of Permittee, arose before or during the term of this CAP, or if so caused, whether Permittee's acts or omissions were legal, negligent, or within its control.
- iii. This indemnity shall survive expiration or termination of the CAP.

6.8 In the event of a dispute arising out of or relating to this permit, the parties agree to meet in good faith to attempt to reach a resolution of any dispute. By mutual agreement, the parties may seek the assistance of a mutually acceptable mediator or arbitrator if the parties are unable to resolve the dispute themselves. The costs of the mediator or arbitrator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of settlement, and each party shall bear its own legal fees and costs. Permittee must comply with the provisions of the Government Claims Act (Govt. Code Section 900 et seq) prior to initiating any legal action against the District.

6.9 Any person, firm or corporation Permittee authorizes to work upon or enter upon the District's property, including any contractor(s) and subcontractor(s), shall be deemed to be Permittee's agent and shall be subject to all the applicable terms of this Permit.

6.10 The laws of the State of California shall govern this agreement and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the agreement, the unsuccessful party will pay the reasonable attorney's fees, court costs, discovery costs and expenses of litigation of the successful party.

6.11 Permittee shall pay a fee pursuant to Section 1719 of the Civil Code for the State of California for each check that is returned to the District for lack of sufficient funds.

6.12 Permittee shall customers at the gate and escort them to the vessel, then escort out after event/trip. Permittee will instruct customers to carpool and to park vehicles in public parking on a first come first served basis, no parking will be reserved for customers. Permittee will comply with District Ordinance Code Section 3.05.220-Signage and Advertisement.

For: Fathom Ventures, LLC

Jessica Rollins, President

Date

For: SAN MATEO COUNTY HARBOR DISTRICT

James Pruett
General Manager

Date

DRAFT



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: Pillar Point Harbor H-Dock Replacement and Johnson Pier Terminus Expansion Project Update

Recommendation/Motion:

Receive update and presentation from design/engineering consultant Moffatt & Nichol on the Pillar Point Harbor H-Dock Replacement and Johnson Pier Terminus Expansion Project.

Policy Implications:

Consistent with the San Mateo County Harbor District's (District) mission to provide a safe and well-maintained Harbor.

Fiscal Implications/Budget Status:

No new fiscal implications.

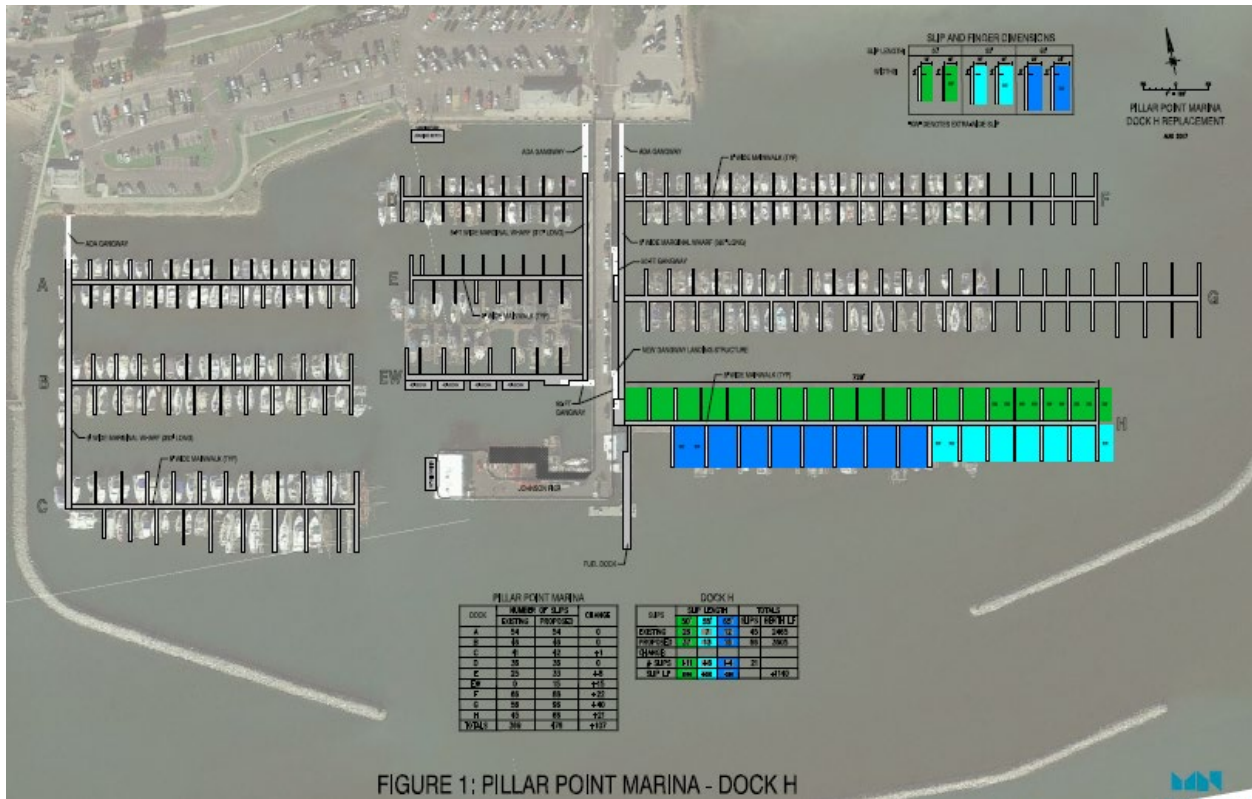
Background:

H-Dock Replacement

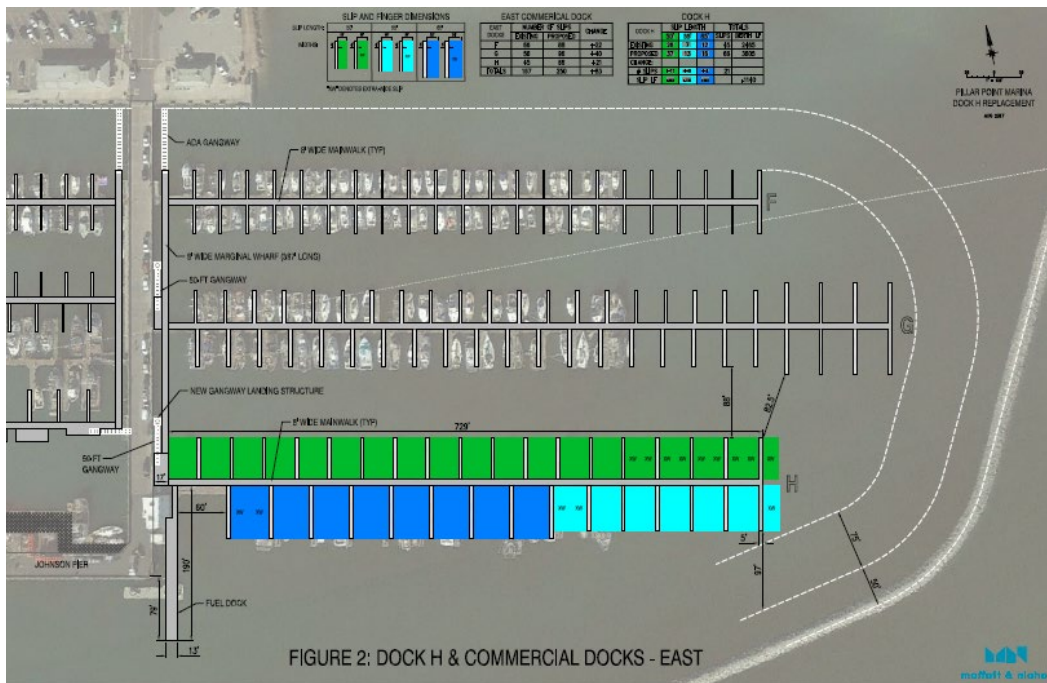
The existing 32-year old H-Dock provides approximately 50 slips for commercial fishing and recreational vessels and is a vital component of the Pillar Point Harbor. Due to ongoing deterioration, H-Dock was assessed in 2014 to have exceeded its service life and was determined in need of replacement.



A Work Directive was initialized with consultant Moffat & Nichol (M&N), who has discussed with the California Coastal Commission a programmatic approach in developing an overall Harbor dock layout alternative for Board review, consideration and direction to staff. The new proposed Harbor dock layout plan will ensure ADA access throughout the docks and will reconfigure the fuel dock to allow for the eventual re-design, widening, of the end of Johnson Pier when funds become available.



M&N has also submitted a more detailed, concept-level design, for the proposed layout for H-Dock, which will be the first dock to be replaced.



SLIP AND FINGER DIMENSIONS			
SLIP LENGTH	SLIP WIDTH	FINGER WIDTH	FINGER LENGTH
4'	4'	4'	4'
4'	4'	4'	4'
4'	4'	4'	4'
4'	4'	4'	4'
4'	4'	4'	4'

DOCK H			
DOCK #	SLIP LENGTH	SLIP WIDTH	TOTAL
EXISTING	11'	50'	44
PROPOSED	11'	50'	66
TOTAL	11'	50'	110

MAP COORDINATES DRAWING SLIP

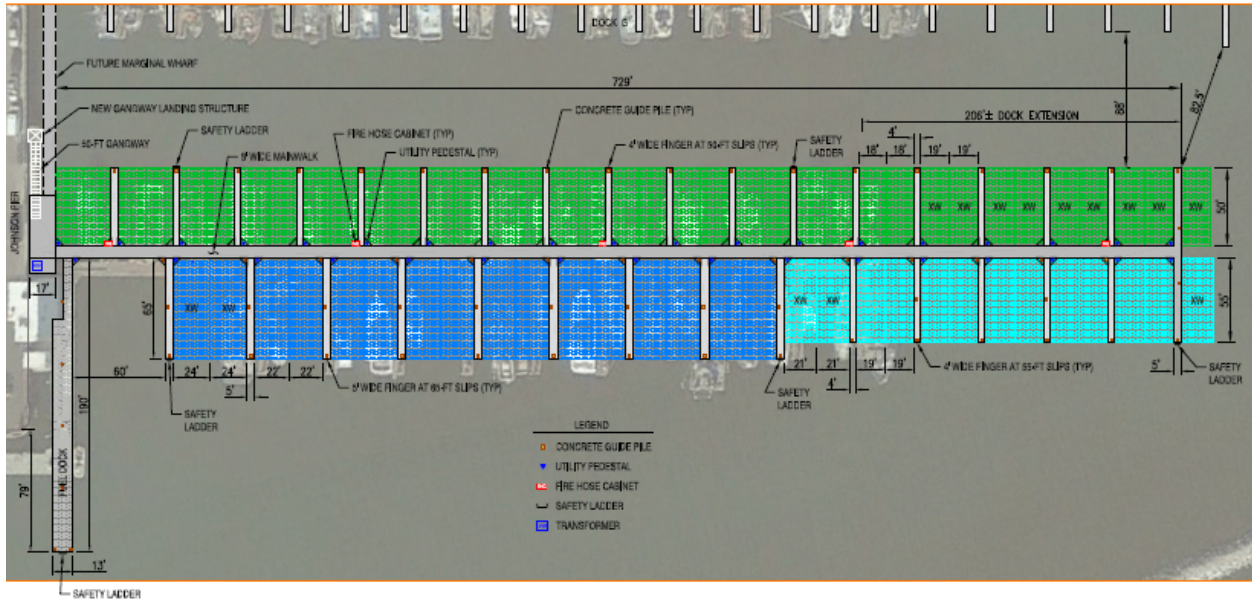


FIGURE 3: DOCK H



Pillar Point Harbor currently operates at 98% capacity. In the proposed plan, there are 21 slips added to H-Dock, 11- 50' slips, 6- 55' slips and 4- 65' slips. Additionally, in this early stage, F and G docks could add another 62 slips, while there may be the potential for an additional 24 slips on the east side of the pier. Following stages will be reviewed independently, within this conceptual framework, and separate permit applications submitted for each successive phase.

Johnson Pier Terminus Expansion

Johnson Pier was originally designed to accommodate loading of small trucks with product by wholesale commercial fish handlers operating on the pier.

Since the early 1960s, efficient use of large semitrailer trucks has been hampered by the pier's design and size constraints. This problem has been particularly acute during very busy fishing seasons for squid, crab, and salmon. These large vehicles need to back out onto the pier and load one at a time.

The Harbor District's pier study of 1994 examined the problem and proposed several pier deck expansion alternatives. Lack of funding precluded action to alleviate the problem.



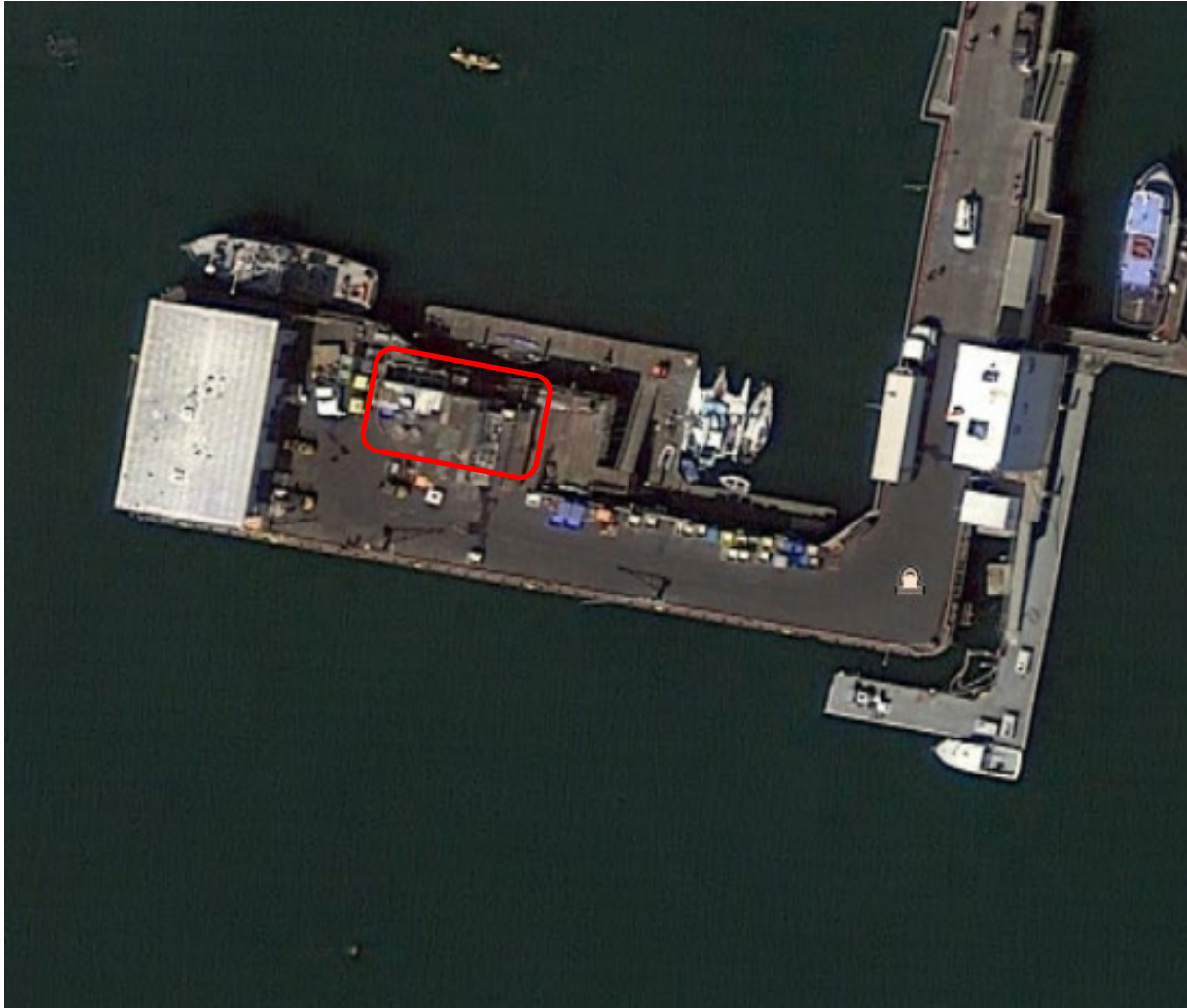
To achieve the goals of safely and efficiently operating the pier terminus for the benefit of the commercial fishing industry and its customers, in a manner not possible given the current design and layout of the pier, several specific issues need to be addressed:

- 1) Truck loading: Additional pier deck area could be constructed to accommodate concurrent truck loading, more maneuvering room, and to enable the trucks to drive onto and off the pier front first. This will be more efficient and safer than the existing arrangement.

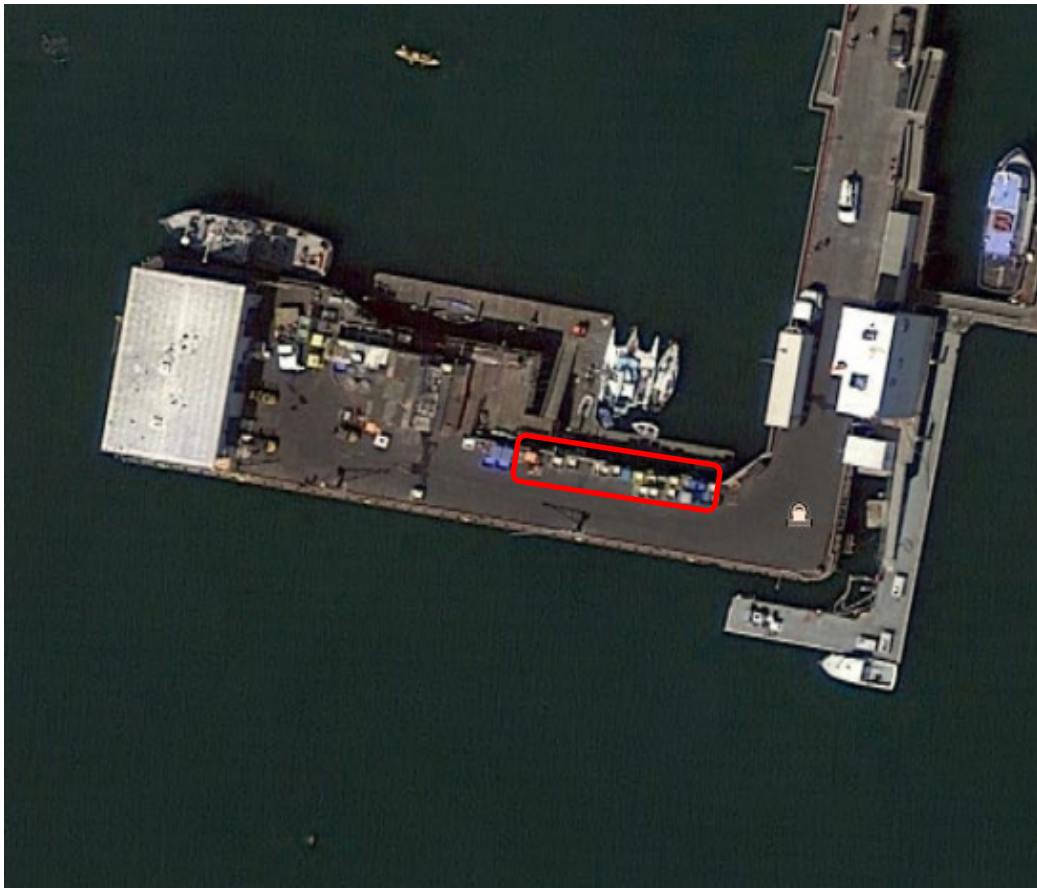
The added deck area may be in two places: 1) where the existing freezers are now and 2) work dock area as an extension of the pier's long "stem."



- 2) Freezer space: freezer space is currently located on the timber platform, which is beyond its useful life and the District is moving forward with plans to sleeve supporting pilings. For greatest efficiency, freezer space should be on the pier terminus.



- 3) Hoists: each of the three fish buyers has a lease that allows for the placement of two hoists on the pier. The leases were executed in 2013, for five-year terms, with two five-year extensions. Currently McHenry Fisheries (formerly Pillar Point Fisheries) has two hoists. Three Captains now has two hoists. Morning Star Fisheries has one hoist and has requested permission from the District for a second.
- 4) Tote storage: the three fish buyers' leases originally provided for an unspecified area on the pier for exterior storage. In 2016, the leases were amended to specify the location of each fish buyer's exterior storage; however, a dispute has arisen over whether the locations were correctly identified and whether the District has the authority to require a change.



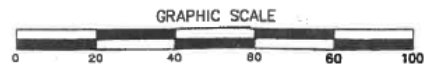
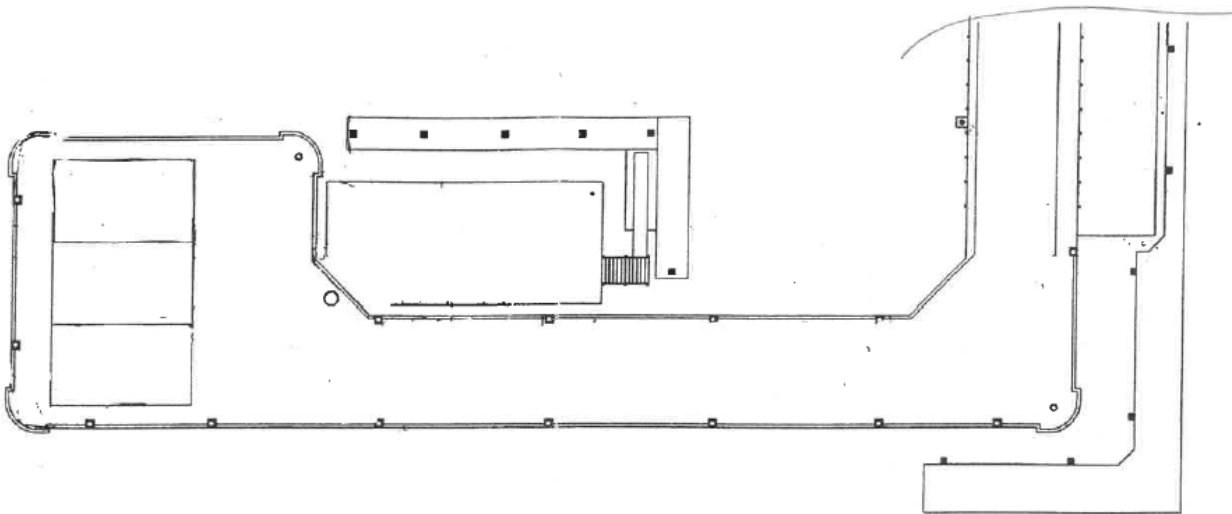
- 5) Power: Power supply is currently insufficient for the squid pump(s) that are periodically used, necessitating the use of large generators.

It is the District's goal to make improvements that would ensure Johnson Pier has the capability and space to provide for safe, efficient and functional operations. As a preliminary effort, staff organized two workshop meetings with the Fish Buyers and stakeholders in order to identify their needs and brainstorm ideas on the best design,

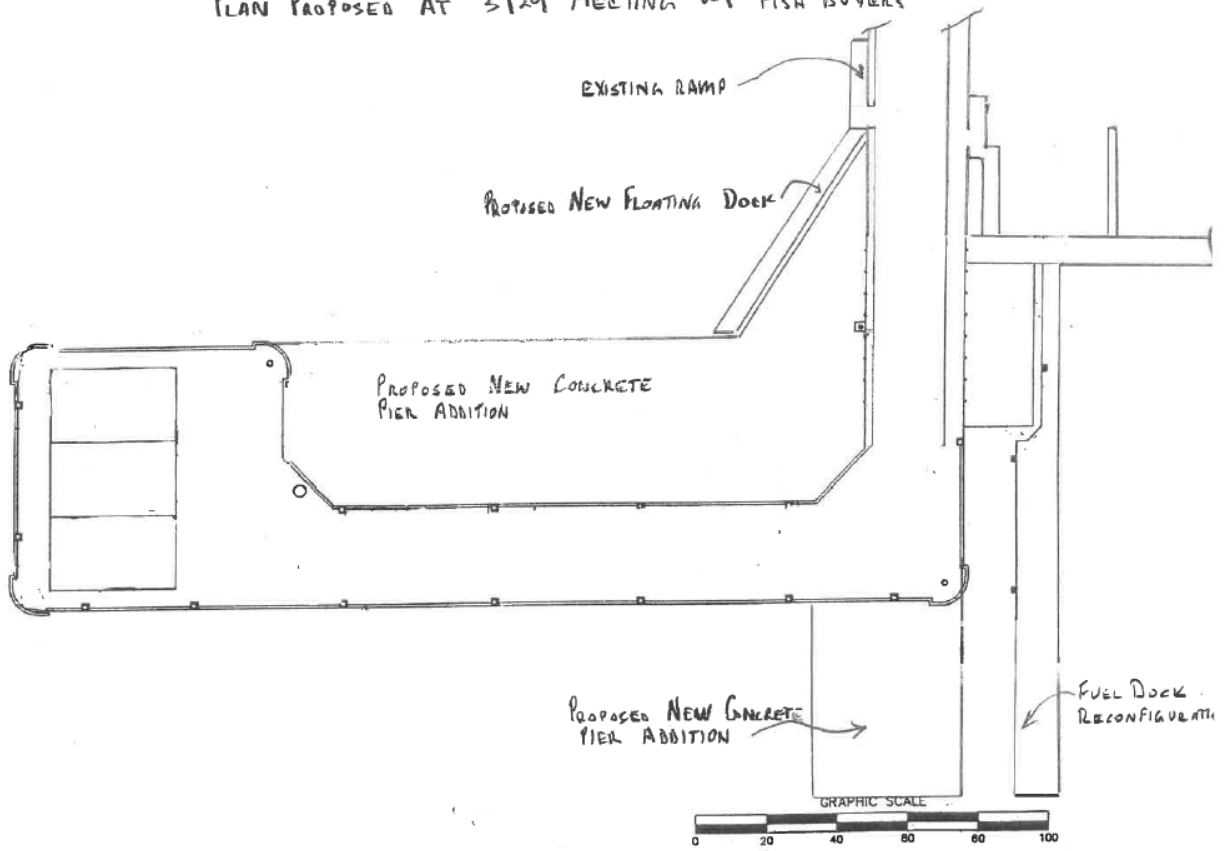
alteration improvements. All Fish Buyers, Morning Star, Three Captains and McHenry Fisheries attended the two meetings, as well as representatives from the Half Moon Bay Seafood Marketing Association. The workshop meetings were held on May 29th and July 17th and lasted over two hours each. Valuable information was gained at the first meeting and proposed improvements were further perfected at the second.

The participants all worked in good faith with staff to discuss challenges on the pier from an end user point of view. Discussions during the meetings were very positive and the below design changes were decided upon by all in attendance as the best compromise.

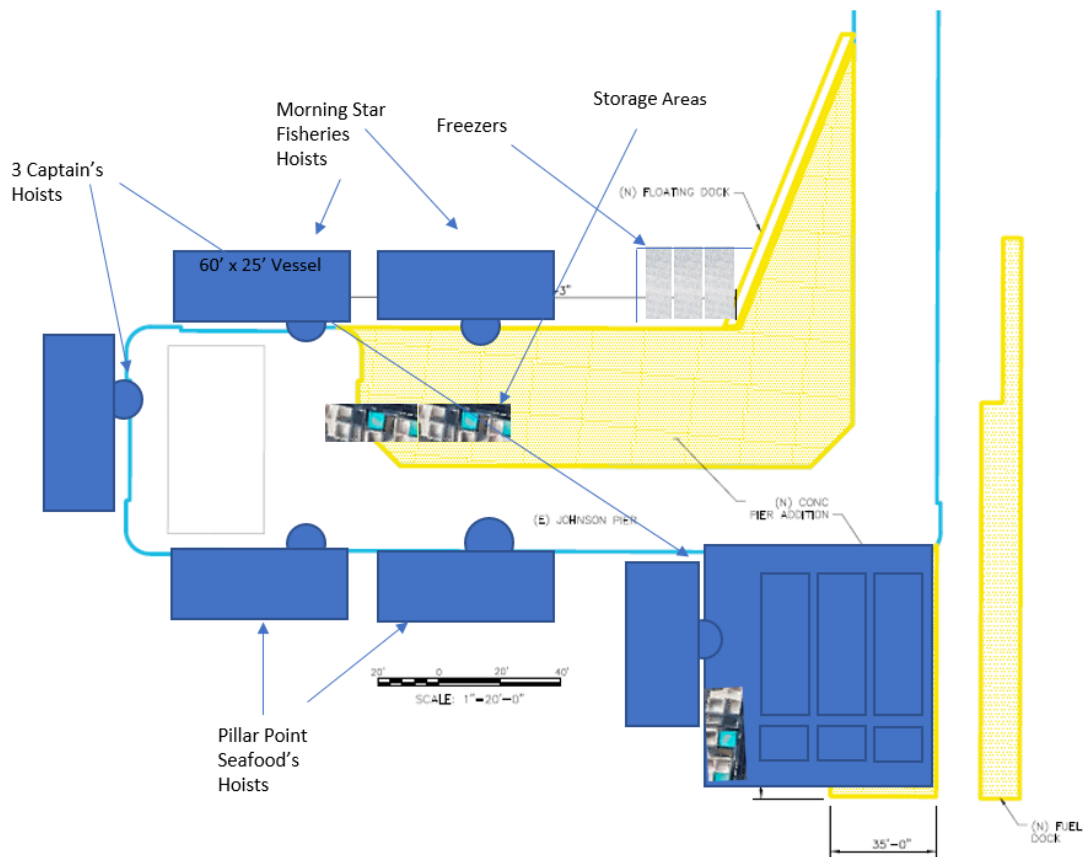
Current Layout



PLAN PROPOSED AT 5/29 MEETING w/ FISH BUYERS



Johnson Pier Expansion Project - Design Discussion Workshop July 17, 2018
Proposed Design



Recommendation:

Staff recommends the Board receive update and presentation from design/engineering consultant Moffatt & Nichol on the Pillar Point Harbor H-Dock Replacement and Johnson Pier Terminus Expansion Project

Attachment:

- [M&N H-Dock Replacement and Johnson Pier Terminus Expansion Project Presentation](#)

Johnson Pier Improvements - Dec 2019 Update



Objectives:

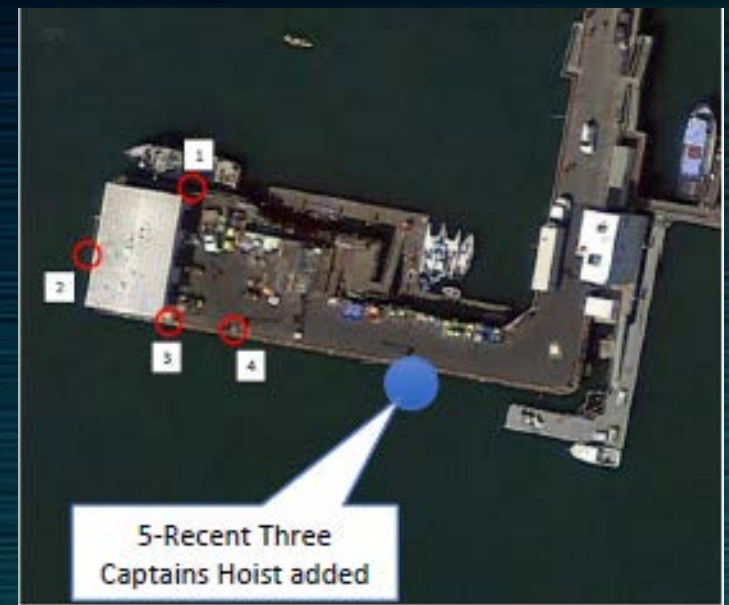
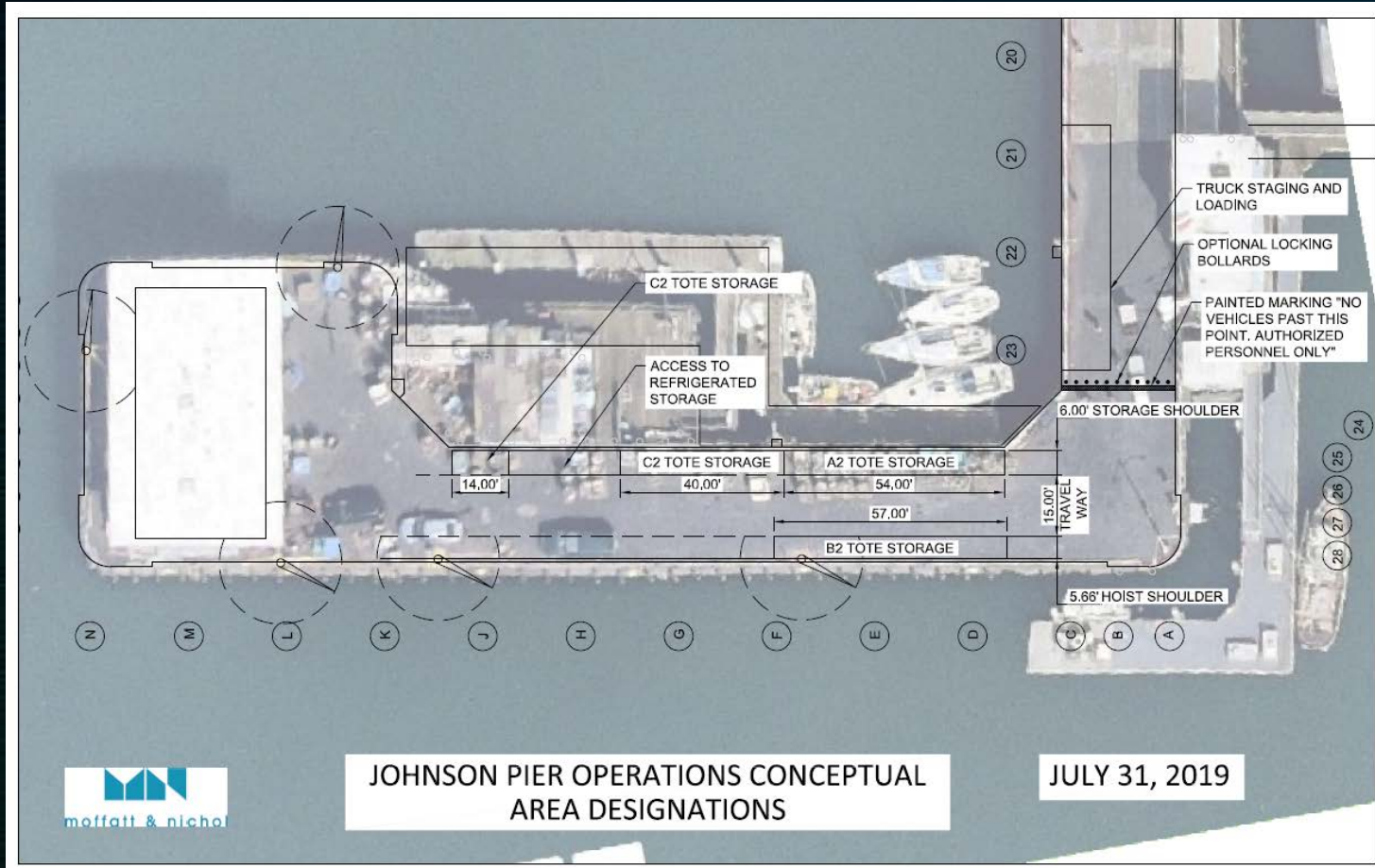
- Remove Existing Timber Pier & Dock
- Improve Truck Maneuverability
- Expand Pier (Infill)
- Extend Pier (South)
- Replace Fuel Dock
- Environmental Compliance

Activities 2019

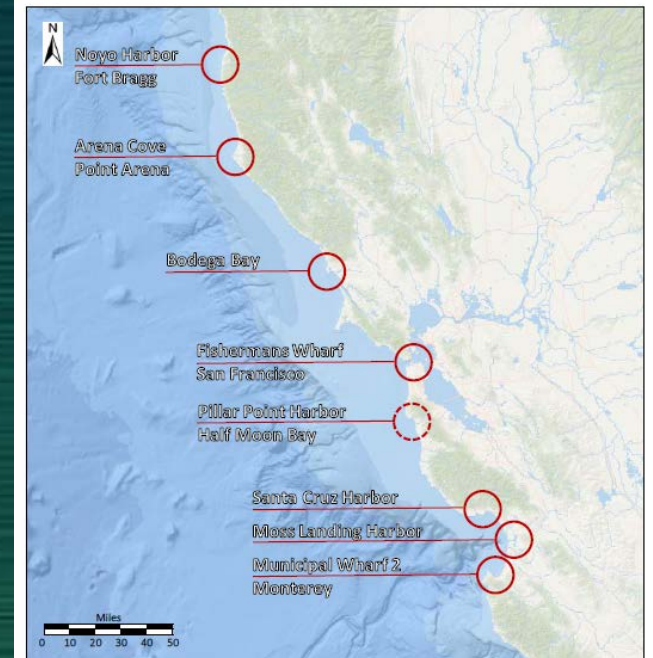
Johnson Pier/H-Dock/Fuel Dock Project												
Activities to Date												
Proposal	2019											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.01 Project Procurement												
a. Presentation to Board												
b. Authorization												
1.02 Hoist Operations Study												
a. Site Visits												
b. Interview PPH Fish Buyers												
c. Develop Operations Layout Alts												
d. Draft Report and Review												
e. Observations during crab season												
1.03 Timber Pile Repair												
a. Design												
b. Permit												
c. Bid												
d. Construct												???
1.04 Concept Design												
a. Review Previous Data (1961-2006)												
b. Stakeholder Outreach												
c. Develop Schedule with Calif Consult												
d. Develop Design Basis/Layout												
e. Structural and Seismic Analysis												



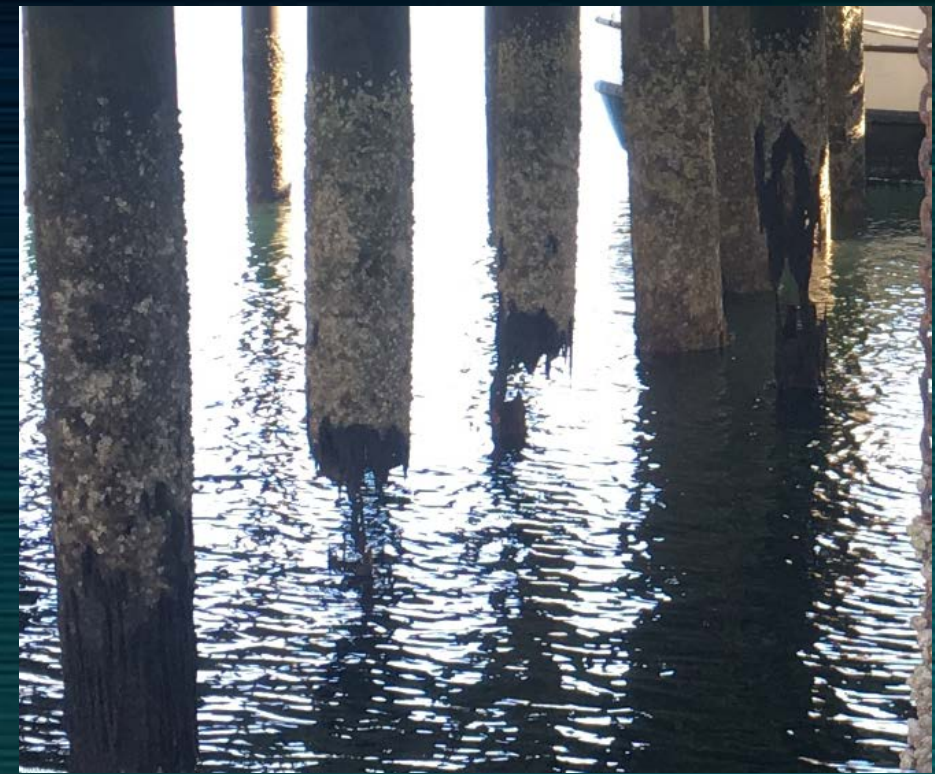
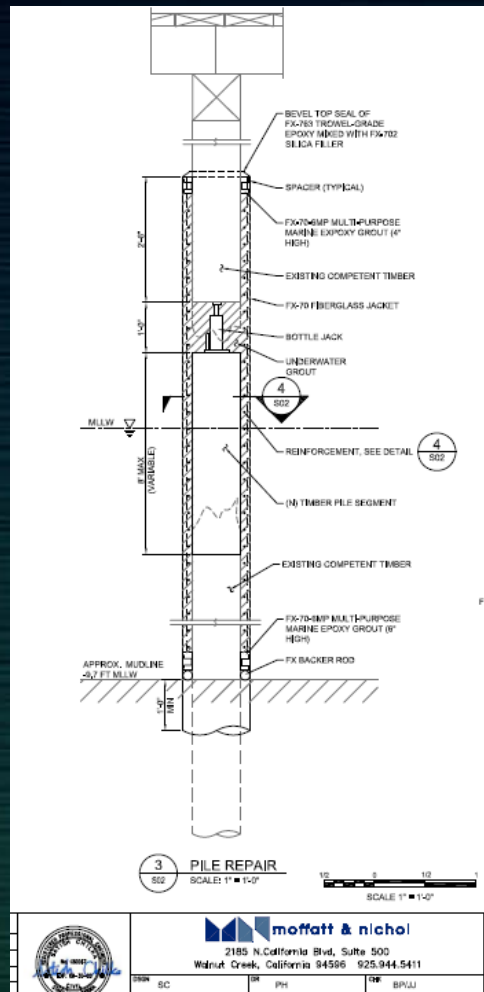
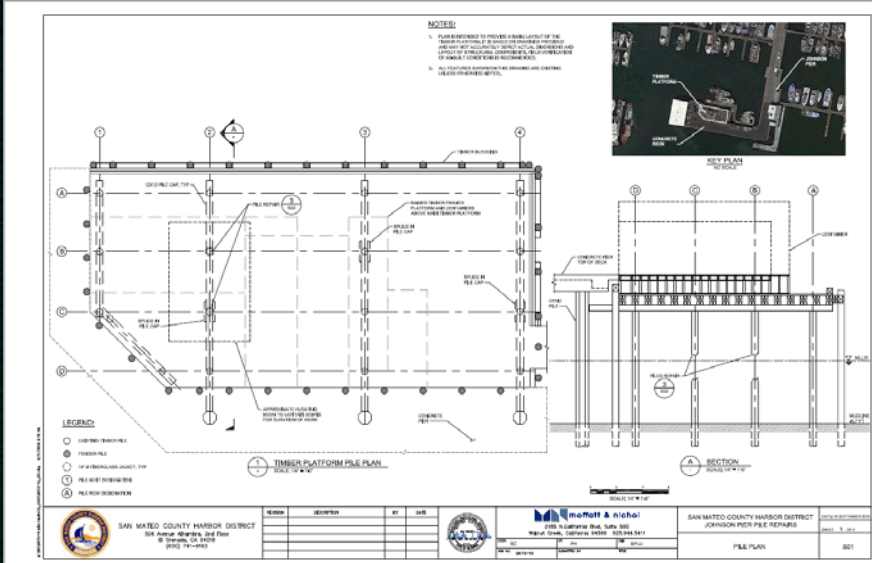
Operations Study



Facilities Visited



Timber Pile Repair



Contractor Selected Nov 2019: DRS

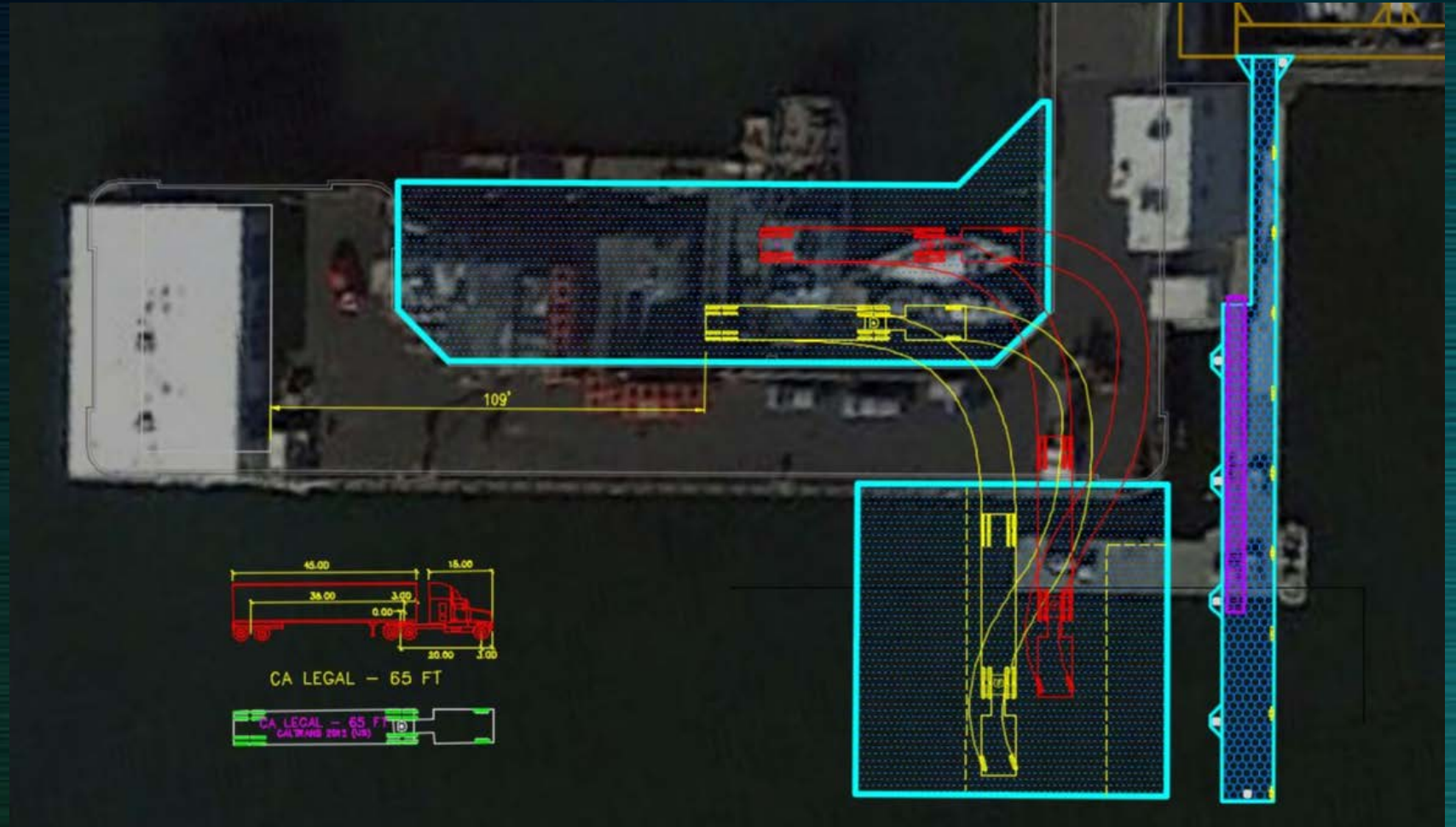


Concept Design-Pier Layout

- Input from buyers
- Observe 2019 Crab
- Driver Input



March Layout

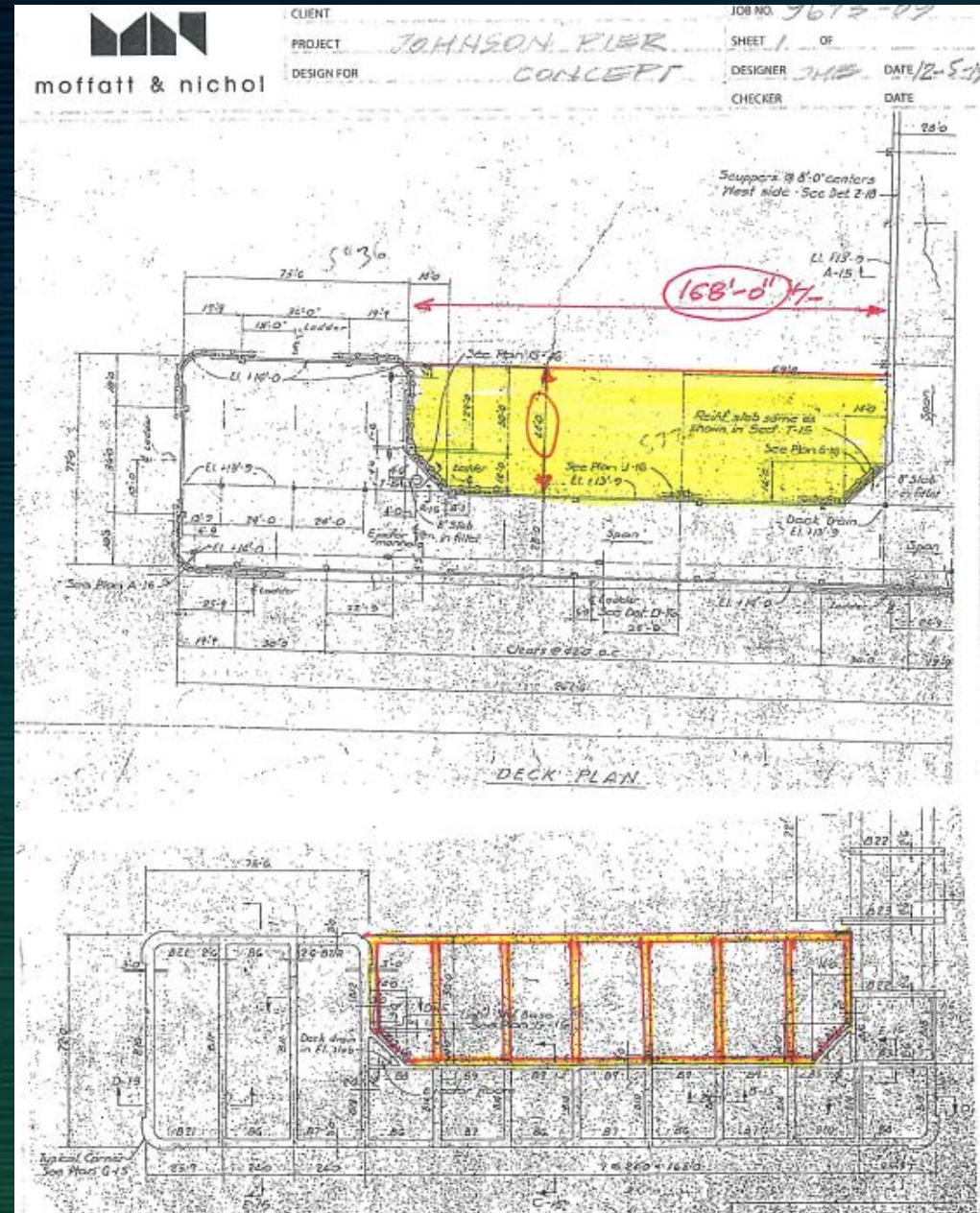


Current Alternative Layout

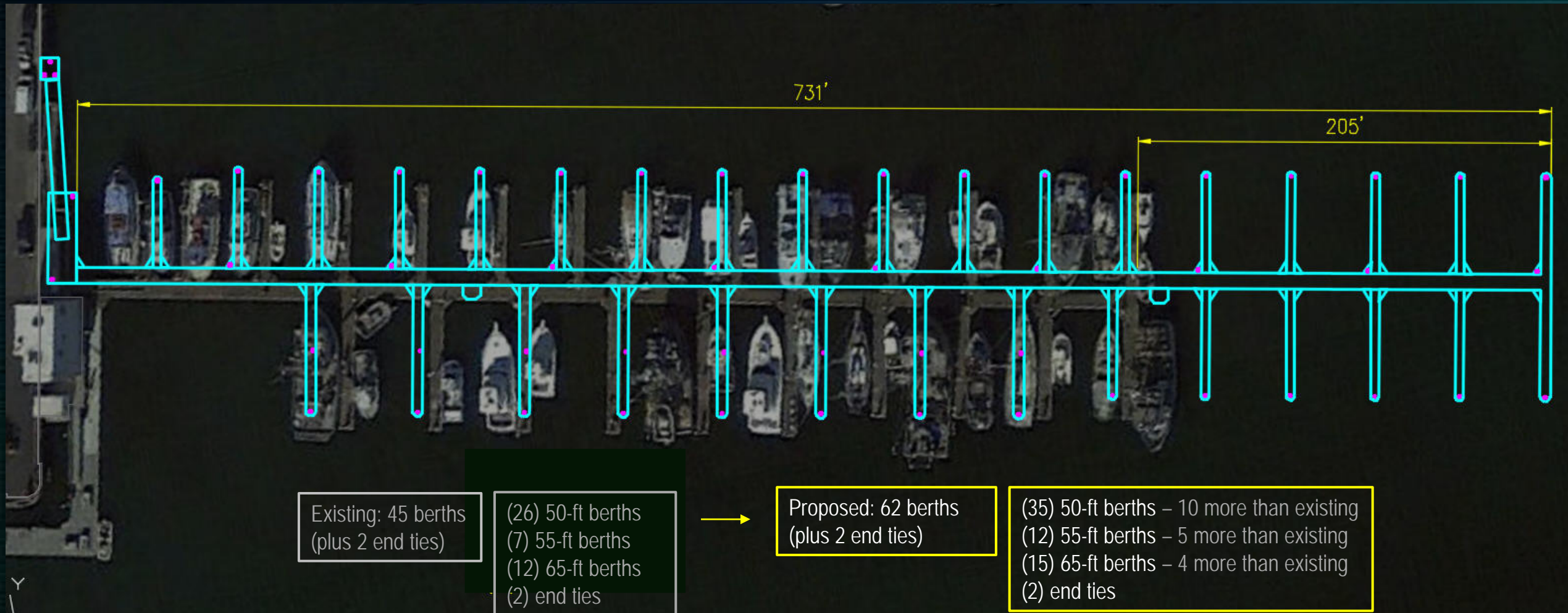


Concept Design - Structure

- Tie into existing vs. joint
- Similar framing/stiffness
- Piles 18-24 in



Proposed Layout





Site Plan



Current Schedule

Johnson Pier/H-Dock/Fuel Dock Project SCHEDULE

Proposal	2020				2021				2022				2023			
	QT	QT	QT	QT	QT	QT	QT	QT	QT	QT	QT	QT	QT	QT	QT	
0.00 Project Management and Planning																
0.10 Kick-off Meeting	█															
0.15 Stakeholder Input/public outreach		█														
0.18 Board Approval			█				█									
0.20 Project Administration	█	█	█	█	█	█	█	█	█	█	█	█	█			
1.00 Project Design, Permitting and Procurement																
1.10 Project Design Concept Development		█														
Project Design 35%				█												
Project Design 65%, 95%, 200%					█	█	█									
1.20 Required Permitting				█	█	█	█									
1.30 Procurement								█								
2.00 Construction																
2.10 Demolition									█							
2.20 Road Access Improvements									█	█						
2.30 Johnson Pier Extension										█	█	█				
2.40 Johnson Pier Infill Area										█	█	█				
2.50 Johnson Pier Seismic Joint										█						
2.60 Utility Relocation										█		█				
2.70 Fuel Dock Replacement w/gangway											█					
2.80 New Equipment Installation on Fuel Dock											█	█				
2.90 H Dock Replacement with Reconfiguration											█	█	█			



Anticipated Construction Cost (ROM)

Structure	Element	Range	
		Low	High
Johnson Pier Expansion			
	Timber Demo	\$ 700,000	\$ 850,000
	Extension (6000 sf)	\$ 2,400,000	\$ 3,000,000
	Infill Area (9000 sf)	\$ 3,700,000	\$ 4,500,000
	Seismic Joint	\$ 0	\$ 100,000
	Utilities	\$ 100,000	\$ 150,000
	Sub total	\$ 6,900,000	\$ 8,600,000
Fuel Dock			
	Demo	\$ 150,000	\$ 250,000
	New Dock	\$ 300,000	\$ 400,000
	Gangway	\$ 150,000	\$ 250,000
	New Equipment	\$ 200,000	\$ 350,000
	Sub total	\$ 600,000	\$ 900,000
H Dock			
(see project estimate for further breakdown)	Project Total	\$ 3,800,000	\$ 4,200,000
Total		\$ 11,500,000	\$ 14,050,000



Questions / Comments





Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: Final Consideration of Amendment to the San Mateo County Harbor District Ordinance Code Section 3.35.020 - Marina/Harbor Parking Ordinance

Recommendation/Motion:

Motion: Approve Ordinance Code amendment and execute the Resolution to amend the District Parking Ordinance Code Section 3.35.020.

Policy Implications:

Consistent with the District's mission to provide clean, safe, well-managed, and environmentally pleasant marinas.

Fiscal Implications/Budget Status:

No new fiscal implications.

Background:

The San Mateo County Harbor District currently allows all berthing tenants in good standing to receive parking permits for two vehicles. The parking permits are intended for the convenience of our berthing tenants, to ensure they have ample parking as close to their slips as possible. Regretfully, we have found some berthing tenants are actually storing large commercial vehicles for off-site business use at District facilities, claiming the large vehicles are their allowed personal vehicles allotted with berthing rental, which is not the intent of the parking permits. This illicit use of parking spaces displaces those berthing tenants that are trying to park to access their vessels. In addition, some berthing tenants are sleeping in large box trucks and conducting business from within them, without authorized Commercial Activity Permits. The attached proposed Parking Ordinance amendment restricts this illicit use so staff can better ensure parking is available for actual berthing tenant needs.

At the November 20, 2019 Board meeting the Board approved noticing the proposed Parking Ordinance amendment pursuant to Harbors and Navigation Code Section 6070.2, which requires a minimum twenty (20) day notice period for public review and comment on proposed Ordinance Code adoptions and revisions, staff noticed the proposed amendment accordingly. Staff received no public comments to bring to the Board's attention prior to this final consideration.

Summary/Recommendation:

District staff recommends the Board Approve Ordinance Code amendment and execute the Resolution to amend the District Parking Ordinance Code Section 3.35.020.

Attachments:

1. [Draft Amendment to District Parking Ordinance Code Section 3.35.020](#)
2. [District Parking Ordinance Code Section 3.35.020 Amendment Resolution No.19-16](#)

3.35.020 Parking.

A. Parking shall be permitted in designated areas for periods of time established by resolution of the Board of Harbor Commissioners and notice thereof duly posted. Parking of vehicles for over four (4) hours may be restricted to certain parking lots, which shall be clearly posted.

B. Parking in violation of the posted limits shall be an infraction subject to a fine as provided in Cal. Harb. & Nav. Code § 6309.4.

C. Vehicles parked for periods of time in excess of the posted time or in violation of this code may be towed from the area and stored at the owner's expense. Prior to release of said vehicle, all fees for towing and storage shall be paid.

D. Permission must be obtained from the Director of Operations or designee prior to parking any vehicle, trailer or boat in ~~the~~ parking areas ~~at, in or~~ within ~~the~~ District facilities for a period exceeding seventy-two (72) consecutive hours. If ~~permission~~ authorization is not requested ~~or and~~ granted ~~in writing~~, the vehicle, trailer or boat will be removed and stored at the owner's expense. Prior to release of said vehicle, all fees for towing and storage shall be paid.

E. Vehicles with boat trailers attached shall be parked in the designated parking area. Boat trailers without vehicles ~~attached~~ shall not be parked ~~anywhere in designated parking or storage areas only~~ within District facilities ~~without written authorization from the Director of Operations or designee.~~

F. The use of any vehicle for eating or sleeping for over four (4) hours per day while parked in the Harbor or marina parking areas is prohibited without written permission from the Director of Operations or designee. If ~~permission~~ ~~written authorization~~ is not ~~obtained prior requested and granted~~, the vehicle may be removed and stored at the owner's expense. Prior to release of said vehicle, all fees for towing and storage shall be paid.

[Res. 31-16; amended through codification process of 1995, Ord. 74-96; Ord. 70-92 § 1, 1992. Code 1996 § 3.7.2; prior code § 5.202.]

G. A maximum of two Berthing Parking Permits per account may be obtained by boat owners assigned a slip or mooring in good standing, allowing permitted vehicles to park in designated permit parking areas not to exceed posted hours. Boat owners assigned a slip or mooring may only obtain Berthing Parking Permits for personally owned passenger vehicles with current DMV registration in their name.

H. Any commercial vehicle having a manufacture's gross vehicle weight of ten thousand pounds or more; or any commercial vehicle, or combination of vehicles twenty-two feet or more in overall length, or any vehicle, load, or any portion of said vehicle over eight feet, five inches in overall height, measured from the surface upon which the vehicle stands, may not park on property operated or owned by SMCHD for more than four hours without prior written authorization from the Director of Operations or designee.

DRAFT

Resolution No.19-16

of the San Mateo County Harbor District Amending the Marina/Harbor Parking Ordinance Code Section 3.35.020

Whereas, at the November 20, 2019 public Board meeting authorization was given to notice the proposed Parking Ordinance amendment pursuant to Harbors and Navigation Code Section 6070.2, which requires a minimum twenty (20) day notice period for public review and comment on proposed Ordinance Code adoptions and revisions, staff noticed the proposed amendment accordingly; and

Whereas, at the December 18, 2019 public Board meeting the Board of Harbor Commissioners considered approval the District Parking Ordinance 3.35.020 amendment.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Harbor Commissioners of the San Mateo County Harbor District amends the District Parking Ordinance Code Section 3.35.020.

Passed and adopted at a Regular Meeting of the San Mateo County Harbor District.

Approved this 18th day of December 2019 at the Regular Meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:

Against:

Absent:

Abstaining:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Gehret
Deputy Secretary

Virginia Chang Kiraly
President



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: Bid Consideration; Pillar Point Harbormaster Office Alteration Project

Recommendation/Motion:

Motion: Authorize the General Manager to enter into an Agreement with the sole bidder, CWS Construction Group Inc., pursuant to an Invitation for Bid, to make alterations to the Pillar Point Harbor (PPH) Harbormaster Office improving staff security, ADA compliance, public access, workflow and efficiency of the building for an amount not-to-exceed \$376,000 and establish a contract contingency in the amount of 10% of the contract amount for unanticipated additional expenses associated with the contract and authorize the Interim General Manager to issue change orders up to the contingency amount. Approve increase in Capital Project Appropriations of \$413,600.

Policy Implications:

Consistent with the San Mateo County Harbor District's (District) goal to provide the public with well-managed marinas.

Fiscal Implications/Budget Status:

For FY 2019/20 the District has over \$13 million in uncommitted Working Capital for Board approved projects.

Background:

The PPH Office is located at the foot of Johnson Pier and is a rectangular 1,400 square foot building. The building is owned by the District and has housed the Harbor "front desk" servicing tenants, the local community and tourists, providing public information, directions and answering questions. This office also acts as the hub for Search and Rescue efforts and Harbor Patrol workstations. The current floor plan and front entry configuration is not ADA compliant, is not the best use of the square footage, is not best suited for security concerns and lacks open connectivity between workstations.



The proposed new floor plan would:

- 1) Move the public entry to the existing entrance at the top of the ramp on the north side of the building.
- 2) Address identified ADA issues in restrooms, entrance/exits and signage.
- 3) Create a reception front desk closer to the new entrance door providing controlled access and a more secure employee workplace.
- 4) Provide an interior with improved workflow and efficiency.

Summary/Recommendation:

Staff recommends the Board authorize the Interim General Manager to enter into an Agreement with the sole bidder, CWS Construction Group Inc., pursuant to an Invitation for Bid, to make alterations to the Pillar Point Harbor (PPH) Harbormaster Office improving staff security, ADA compliance , public access, workflow and efficiency of the building for an amount not-to-exceed \$376,000 and establish a contract contingency in the amount of 10% of the contract amount for unanticipated additional expenses associated with the contract and authorize the General Manager to issue change orders up to the contingency amount. Approve increase in Capital Project Appropriations of \$413,600.

Attachment:

- [Exhibit A, CWS Response ITB# 2018-05 PPH Harbormaster Office Alt.](#)

SAN MATEO COUNTY HARBOR DISTRICT

**CONTRACT NO. 2018-05
 JPPH HARBORMASTER OFFICE ALTERATION AT
 1 JOHNSON PIER, HALF MOON BAY, CA 94019
BID FORM**

TO: JOHN MOREN, INTERIM GENERAL MANAGER, SAN MATEO COUNTY HARBOR DISTRICT, EL GRANADA, CA

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the bidding form or forms attached hereto and made a part hereof, and binds itself on award by the San Mateo County Harbor District under this bid to execute a contract in accordance with its bid, the bid documents and the award. The attached Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms, and Addenda, if any, are made a part of this bid and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

Bids below include all applicable charges, including labor, insurance, bonding, and other costs necessary for the furnishing of all equipment and the performance of all services called for under the Contract. Prices quoted shall include all sales or use taxes.

BIDDER SHALL SUBMIT QUOTES FOR ALL ITEMS

**CONTRACT NO. 2018-05
 PPH Harbormaster Office Alteration**

LINE #	ITEM #	DESCRIPTION	AMOUNT
1	Task 1	ALTERATIONS TO (E) OFFICE SPACE (BASE BID)	\$ 376,000
			\$
			\$
		TOTAL BID PRICE	\$

The Bid Form must be signed below in accordance with the General Conditions and Special Provisions. Bids submitted in any other form will be considered non-responsive and may be rejected.

Bidder Name CWS CONSTRUCTION GROUP INC
 Address 94 San Benito Way, Menlo Park, CA 94025
 Phone Number 415-599-5585
 PWC DIR # 1000020287
 Email Cheri.slack.cws@gmail.com

Name Under Which Business is Conducted: CWS Construction Group Inc

Business Address: 9th San Benito Way
Merced, CA 95355

Telephone Number: 415-517-5585 Facsimile Number: 415-209-0220

E-Mail Address: Cheryl.Steele.CWS@gmail.com

MANDATORY SIGNATURE(S)
(See General Condition 3 and Special Provision 1.3)

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

_____ NA

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

_____ NA

IF CORPORATION OR LCC, sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so.

Entity Name: CWS Construction Group Inc

By: [Signature] Title: President

*By: [Signature] Title: Secretary

Incorporated under the laws of the State of _____

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

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

Joint Venture Name composed of: _____ NA

By _____ Title _____

By _____ Title _____

DOCUMENTS TO ACCOMPANY BID:

- The Bidder's Bond or certified or cashier's check required by Section 14 of the General Conditions and Special Provision 1.10, in an amount equal to at least ten percent (10%) of the Total Bid Price
- Certificate of Insurance in accordance with Special Provision 4.1.C
- List of Subcontractors
- Acknowledgment of Addenda, if any
- Qualification Questionnaire
- Proof of DIR Registration in accordance with Special Provision 5.15
- Non-Collusion Declaration

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's proposal.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	LOCATION OF/ PLACE OF BUSINESS	PORTION OF WORK
1. Delta Steel	956902	Suis	Steel
2. Americanhonor	967917	South San Francisco	plumbing
3. Ronald B McIntosh	829467	Vallejo Ca	Electrical
4. ADR Tile	1028274	Newark Ca	Tile
5. Ruben Painting	853021	Napa Ca	Paint
6. Del Pino Construction	854980	Oakland Ca	site work
7. BT massmi	229210	Santa Rosa	Fllooring
8. Crest vide	523566	Watsonville Ca	Acro
9. BLM. II	428941	Fremont Ca	Cabinets
10.			
11.			
12.			
13.			
14.			
15.			
16.			

ACKNOWLEDGMENT OF ADDENDA
PPH HARBORMASTER OFFICE ALTERATION
1 JOHNSON PIER,
HALF MOON BAY, CA 94019

The undersigned Bidder acknowledges receipt of the following addenda, if issued, to the Bid Documents. If none received, write "None Received".

Addendum No. 1, dated 9/30/19

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: 9/30/19

Firm: CWS CONSTRUCTION GROUP INC

Signature: 

Print Name: Cherise Slack

Title: Secretary

**QUALIFICATION QUESTIONNAIRE AND
FINANCIAL STATEMENT WITH BUSINESS REFERENCES**

CWS CONSTRUCTION GROUP INC (415) 591-5505
Name of Applicant or Firm Telephone

(415) 209-6228
Facsimile

94 San Bernito Way
Street Address (NOTE: If using a P.O. Box, please list both P.O. Box No. AND Street Address)

Novato, CA 94945
City, State, Zip

Date Submitted:
9/30/19

Fiscal Year Ending:
2019

The above applicant or firm is:

A parent firm of: NA

A subsidiary division of: NA

1. How many years has your organization been in business as a contractor under your present name?

4.75

2. How many years' experience:

a) As a prime contractor: 4.75

b) As a subcontractor: 3 years

3. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations?

Registration No.: 10002087 Registration expiration date: 6/30/21

****BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>****

4. List below at least three contracts your organization has performed in the last five years involving the demolition of structures in a marine environment.

CONTRACT \$ AMOUNT	PERCENT COMPLETED	CONTRACTING AGENCY AND ADDRESS, NAME AND PHONE OF OWNER/AGENCY REPRESENTATIVE

(Use separate sheet if more listing space is needed.)

5. Have you ever failed to complete any work awarded to you, or have you ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation?

() Yes () No

If so, where and why? _____

6. The Contractor shall dispose of any hazardous wastes under its own EPA generator number. Please provide your EPA Generator Number:

We will use a specialty contractor for this work

7. What is the construction experience of the principal officers and key employees (including superintendents) of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY
Charles Steek	President	30	Public works/Highway	Supervisor/owner
Charles Steek Sr	Secretary	10	Public works roadwork	Supervisor/Project manager
Tom D'Apice	Supervisor	28	Public works Highway	Supervisor
Barbara Steek	Treasurer	10	Residential Public works	Bookkeeper
ADA on grant	Project manager	7	Public works	PM

8. List facilities that are available for anticipated work. (In Column 3, indicate ownership status of equipment and facilities if available: O-Own, L-Lease.)

QTY.	ITEM (DESCRIPTION, SIZE, CAPACITY, ETC.)	OWNERSHIP	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
1	Sub trailer	O	good	3	Newark, NJ
1	Dump trailer	O	good	3	Paterson, NJ
1	Stairs - trailer	O	good	10	San Francisco, CA
1	Generator	O	good	2	Newark, NJ

9. Give information below about all your contract work underway or to which you are committed.

TYPE OF WORK	LOCATION	VALUE	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	FOR WHOM PERFORMED
Mechanical	Morristown	4,700,000	65%	12/15/19	Morris - School District
Mechanical	South SF	5,650,000	90%	3/21/20	South SF Unified School District
Seismic Upgrade	Morristown	5,750,000	75%	12/18/19	Central Contra Costa School District
Ti	Camp Hill	977,000	15%	12/28/19	Camp Hill School District
Security Upgrade	Santa Rosa	1,700,000	0%	2/15/20	Santa Rosa JC

10. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work.

NAME	ADDRESS	BUSINESS
Scott Carreras	3501 Mendocino Ave SANTA ROSA, CA	SRJC
Bixby Swinerton	15th CIVIC CENTER DRIVE SAN FRANCISCO, CA	Meridian County
REN FAPP	801 D Street SAN RAFAEL, CA	Kelli Architects
Brian Paschke	2020 L St San Francisco, CA	Santos Prescott Architects
Scott Best	7023 N. Loughlin Rd SANTAROSA, CA	Counterpoint Construction Services

REFERENCES

1. Please list 3 bank references familiar with the Bidder's accounts:

- a) Name of Bank: Bank of Merit
Street Address: 504 Redwood Blvd, Ste 100
City and State: Newark, NJ Telephone: 908-884-5300
Officer Familiar with Bidder's Account: Milena Rendi - V.P.
C.S.
- b) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____
- c) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

*C.S.
we only use
one bank*

Contractor Information

Legal Entity Name

CWS CONSTRUCTION GROUP INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000020287

Registration effective date

7/1/2019

Registration expiration date

6/30/2021

Mailing Address

94 san benito way NOVATO 94945 CA United St...

Physical Address

94 san benito way NOVATO 94945 CA United St...

Email Address**Trade Name/DBA****License Number(s)**

CSLB:811153

Registration History

Effective Date**Expiration Date**

5/8/2018

6/30/2019

6/2/2017

6/30/2018

5/30/2016

6/30/2017

6/23/2015

6/30/2016

4/27/2015

6/30/2015

7/1/2019

6/30/2021

Legal Entity Information

Corporation Number:**Federal Employment Identification Number:****President Name:**

CHARLIE SLACK

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:****Agent of Service Name:**

CHARLIE SLACK

Agent of Service Mailing Address:

94 SAN BENITO WAY NOVATO 94945 CA United States of America

Workers Compensation



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **811153**

Entity: CORP

Business Name: C W S CONSTRUCTION GROUP INC

Classification: B A

Expiration Date: 04/30/2021

www.cslb.ca.gov



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That CWS CONSTRUCTION GROUP, INC., as Principal, and ENDURANCE ASSURANCE CORPORATION, as Surety, are held and firmly bound unto the SAN MATEO COUNTY HARBOR DISTRICT, hereinafter called the District, in the sum of TEN PERCENT OF THE AMOUNT BID DOLLARS (10% OF BID) being at least ten percent (10%) of the total amount of the bid of the Principal above named for **CONTRACT NO. 2018-05**, PPH Harbormaster Office Alteration at 1 Johnson Pier, Half Moon Bay, CA 94019 for the payment of which sum in lawful money of the United States, well and truly to made to the District, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to the District;

NOW THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by the Specifications, enters into a written contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the District and Judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated SEPTEMBER 20 2019.

(SEAL)

Principal: CWS CONSTRUCTION GROUP, INC.

By: 

CHARLES W. SLACK PRESIDENT

By: _____

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

Surety: ENDURANCE ASSURANCE CORPORATION

By: 

CLAY THOMPSON ATTORNEY-IN-FACT

By: _____

Note: Signatures of those executing for surety must be properly notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of NAPA)

On SEPTEMBER 20, 2019 before me, K. M. WILLBACK, NOTARY PUBLIC ,
Date Here Insert Name and Title of the Officer

personally appeared CLAY THOMPSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *K M Willback*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ENDURANCE ASSURANCE CORPORATION

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint CLAY THOMPSON, ROBERT E. CHOVICK, JEFFREY D. ERICKSON, BRYAN RICHMOND, KAREN M. WILLBACK its true and lawful Attorney(s)-in-fact, at NAPA in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 16th day of June, 2017 at Purchase, New York.

(Corporate Seal) ATTEST

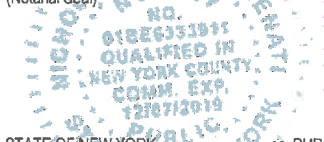
Marianne L. Wilbert, Senior Vice President

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims, Senior Vice President

STATE OF NEW YORK ss: PURCHASE COUNTY OF WESTCHESTER

On the 16th day of June, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order. (Notarial Seal)



Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: PURCHASE COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 20 day of SEPT., 20 19.

(Corporate Seal)



Christopher Donelan, President



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: John Matthews Architects Construction Support Proposal Consideration;
Pillar Point Harbormaster Office Alteration Project

Recommendation/Motion:

Motion: Authorize the General Manager to enter into a Professional Services Agreement with consultant John Matthews Architects (JMA) for the Construction Administration and Support Phase of the Pillar Point Harbor (PPH) Harbormaster Office Alterations Project for an amount not-to-exceed \$20,000, based on an hourly basis. Approve an increase in Capital Project Appropriations of \$20,000.

Policy Implications:

Consistent with the San Mateo County Harbor District's (District) goal to provide the public with well managed marinas.

Fiscal Implications/Budget Status:

For FY 2019/20 the District has over \$13 million in uncommitted Working Capital for Board approved projects.

Background:

The PPH Office is located at the foot of Johnson Pier and is a rectangular 1,400 square foot building. The building is owned by the District and has housed the Harbor "front desk" servicing tenants, the local community and tourists, providing public information, directions and answering questions. This office also acts as the hub for Search and Rescue efforts and Harbor Patrol workstations. The current floor plan and front entry configuration is not ADA compliant, is not the best use of the square footage, is not best suited for security concerns and lacks open connectivity between workstations.



The proposed new floor plan would:

- 1) Move the public entry to the existing entrance at the top of the ramp on the north side of the building.
- 2) Address identified ADA issues in restrooms, entrance/exits and signage.
- 3) Create a reception front desk closer to the new entrance door providing controlled access and a more secure employee workplace.
- 4) Provide an interior with improved workflow and efficiency.

The attached original consultant John Matthews Architects Professional Services Agreement specifically states that an additional proposal for actual Construction Administration/Support would follow after the design/engineering phase was completed. It is important that the District has the architectural design team's construction support to ensure the contractor meets the detailed requirements for the successful completion of the project, as outlined in the ITB technical specifications.

Summary/Recommendation:

Staff recommends the Board authorize the General Manager to enter into a Professional Services Agreement with consultant John Matthews Architects for the Construct Administration and Support Phase of the Pillar Point Harbor (PPH) Harbormaster Office Alterations Project for an amount not-to-exceed \$20,000, based on an hourly basis. Approve an increase in Capital Project Appropriations of \$20,000.

Attachments:

1. [Jan 2018 JMA PPH HM Alterations Office Design Phase PSA](#)
2. [June 2019 JMA PPH HM Office Alterations Construction Admin-Support Phase Proposal](#)

AGREEMENT

San Mateo County Harbor District Pillar Point Harbor Office Alteration Project

THIS AGREEMENT is made as of this 16th day of JAN, 2018, by and between the **San Mateo County Harbor District** ("District") and John Matthews Architects ("Contractor").

WHEREAS, the District desires to obtain professional services in connection with the **Pillar Point Harbor Office Alteration Project**; and

WHEREAS, Contractor desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated January 12, 2018, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the District's Board of Harbor Commissioners authorized this Agreement on December 20, 2017.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

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

2. SCOPE OF SERVICES

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

3. SCHEDULE

Contractor will commence work upon District's issuance of a Notice to Proceed and, unless the Agreement is terminated sooner pursuant to Section 20, will complete all work within ninety (90) days.

4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Jack Matthews shall serve as the primary staff person of the Contractor to undertake, render and oversee all of the services under this Agreement. Upon written notice by the contractor and approval by the District, which will not be unreasonably withheld, the contractor may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The Contractor agrees to perform all of the services included in Section 1 for the total all inclusive not-to-exceed amount of \$34,100, in accordance with Exhibit A. The all inclusive amount includes all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Contractor.

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

6. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the District's Operations Director, John Moren, and the Contractor's Architect, Jack Matthews.

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

If to the District: San Mateo County Harbor District
504 Ave. Alhambra, 2nd Floor
P.O. Box 1449
El Granada, CA 94018
Attention: Director of Operations: John Moren

If to the Contractor: John Matthews Architects
335 A East Fourth Ave
San Mateo, CA 94401
Attention: John Matthews

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

7. OWNERSHIP OF WORK

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Contractor shall, following payment in full for the services performed under this Agreement, be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss,



damage or destruction of or to such materials. The District shall, to the fullest extent permitted by law, indemnify, defend and hold the Contractor harmless from and against any and all claims, losses, damages liabilities, costs and fees (including reasonable attorney fees) arising from the unintended use or from any modifications made to the Documents prepared by the Contractor under this Agreement. The Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities.

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

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

8. CONFIDENTIALITY

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

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

9. SUBCONTRACTORS

The Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The Contractor shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or



services, schedule, or the amount of compensation specified herein, the Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Contractor performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

The Contractor shall indemnify, and hold harmless the District and its Commissioners, officers, and employees against any and all suits or claims to the extent caused by the actual negligent performance of the Contractor under this Agreement and the following:

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

The duty to defend obligation of the Contractor under this Agreement shall immediately apply to the proportionate percentage of any claims arising directly from the services performed by the Contractor under this Agreement.

12. INSURANCE

A. Types of Insurance

The Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

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

Any person, firm, or corporation that the Contractor authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Contractor's agent and shall be subject to all applicable terms of this Agreement. Prior to the Contractor's start of the work or entry onto the District's property, the Contractor agrees to require its subcontractors to procure and maintain, at the Contractor's (or its subcontractor(s)') sole cost and expense (and to prove to the



District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Contractor (or its subcontractor(s)).

1) Commercial General Liability Insurance

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

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

2) Business Automobile Liability

The Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least Five Hundred Thousand Dollars (\$500,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) Workers' Compensation and Employers' Liability Insurance

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

The policy shall contain a waiver of subrogation in favor of the District and its officers, Commissioners, employees, volunteers, and agents,



while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Professional Liability Insurance

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

B. General Insurance Requirements

1) Acceptable Insurance

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

2) Procure and Maintain Insurance

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

3) Terms of Policies

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



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

5) Deductibles and Retentions

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

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

C. Evidence of Insurance and Endorsements

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

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Contractor is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) Such (excluding professional liability and workers compensation) insurance shall include as additional insureds the District, and its respective Commissioners, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.



17. DISTRICT REPRESENTATIVE

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

18. DISPUTE RESOLUTION

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

19. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

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

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

20. TERMINATION

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

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

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

21. NONDISCRIMINATION

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

22. CONFLICT OF INTEREST

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

23. PUBLICITY

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

24. ATTORNEY'S FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees. The maximum prevailing party attorney fee payment shall be \$5,000, unless such payment is covered by insurance.



EXHIBIT "A"



January 12, 2018

John Moren, Director of Operations
San Mateo County Harbor District
PO Box 1449
El Granada, CA 94018

Re: Harbor Office
One Johnson Pier, Pillar Point Harbor
Half Moon Bay, CA 94019

John:

We appreciate the opportunity to submit to you our proposal for the Harbor Office. We understand the scope of the work as follows:

1. Move the public entry to the west side of the building.
2. Improve security for Harbor District Staff.
3. Improve workflow and efficiency of the building.
4. Address ADA compliance issues in the report prepared by Sally Swanson Architects dated March 3, 2017.
5. Remodel the interior including the selection and specification of finishes, hardware, colors, cabinets and casework, plumbing, and electrical fixtures.
6. Our services include structural engineering for the ramp only and Title 24 energy compliance documentation if required.
7. Plumbing, Electrical, HVAC and Fire Protection Systems are considered Design-Build systems provided by the Contractor & Sub-Contractors who will coordinate their services with JMA.
8. Our services do not include LEED or Green Point documentation, landscape design, selection and specification of interior furnishings and window coverings, surveying, and geotechnical services.

Compensation:

Design, Construction Documents & Building Permit Plan Check Phase Services: Billed at normal hourly rates & consultant fees with a maximum not to exceed: \$34,100.00

Bidding / Negotiation, and Construction Administration Phase Services: Upon completion of the Construction Documents Phase and Submittal of a Building Permit Application, we shall submit a proposal for Bidding / Negotiation, and Construction Phase Services. This proposal shall be based upon hourly rates with maximum not exceed amount stipulated.

Our hourly rates are as follows:

John Matthews \$190/hour
Project Architects \$105 -170/hour
Project Manager \$105/hour

Printing and reproduction costs are reimbursable expenses.
City fees and special inspections are not included.

Thank you for this opportunity to serve the District,

John Matthews AIA

John Matthews Architects
335 A East Fourth Avenue
San Mateo, CA 94401

tele 650-340-1107
fax 650-340-1677
email jack@matthewsarchitects.com



June 6, 2019

John Moren, CMM
Interim General Manager
San Mateo County Harbor District
El Granada, CA 94018

Re: Harbor Office
One Johnson Pier
Half Moon Bay, CA 94019

John:

We are making this proposal consistent with our agreement dated January 16, 2019. We have completed that agreement. The next phase of our work is comprised of services during bidding and negotiation, and construction administration. We propose the cost for services for the above to be invoiced monthly on an hourly basis not to exceed \$20,000.00. If construction takes more than six months this agreement will be subject to negotiation for further compensation.

Our hourly rates are as follows:

John Matthews	\$170/hour
Project Architects	\$95-150/hour
Project Manager	\$95/hour

Printing and reproduction costs are reimbursable expenses.

Thank you for this opportunity to serve the District,

John Matthews AIA



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: Valentine Corp Change Order Consideration for the Pillar Point Harbor Fishing Pier Rehabilitation Project

Recommendation/Motion:

Motion: Authorize the General Manager to implement two Change Orders to the previously approved Pillar Point Harbor Fishing Pier Rehabilitation Project Agreement with Valentine Corp, increasing the construction cost by \$88,681.56, and approve an increase in Capital Project Appropriations by the same amount.

Policy Implications:

Consistent with the San Mateo County Harbor District's (District) mission to provide a safe, well-managed Harbor which is accessible to all.

Fiscal Implications/Budget Status:

A contract with Valentine Corp was approved at the August 21, 2019 Board Meeting for \$427,369. The Change Orders will increase total construction cost to \$516,050.56. The Change Orders will be funded by available Working Capital.

Background:

The existing fishing pier is over 30 years old, provides fishing activities to the non-boating public and is a vital component of the Pillar Point Harbor. The Fishing Pier was constructed over, and adjacent to, an existing rip rap breakwater. This facility presently consists of a concrete piled timber pier structure, an access walkway structure serving the pier from shore, and the original supporting revetment breakwater that was further enhanced in 1989 for the purposes of this Fishing Pier facility. The breakwater extends beyond the fishing pier location to provide protection for the Pillar Point inner harbor.



Along with the supporting rip rap erosion and failing timber issues, the Fishing Pier walkway and terminus platform need alteration for ADA compliance.

In October 2017 the District Board approved entering into a Professional Services Agreement with consultant Moffatt & Nichol (M&N) to initiate Project design, engineering, permitting, regulatory compliance, ITB and construction support. Project technical specifications were completed in May 2019.

The project Invitation for Bid for construction was issued on June 5, 2019. Bids were opened on July 10, 2019 and Valentine Corporation was subsequently found to be the lowest qualified bidder. On August 21, 2019 District Board approved \$427,369 for actual construction.

The design had planned for the existing timber decking to be re-used if possible, simply flipped over, only the bad planks replaced. Valentine Corp has begun construction and found that the timber decking is in such poor condition that very little could be re-used, and even then, may compromise ADA compatibility. Therefore, Valentine and M&N suggest the entire timber decking be replaced with new. Valentine submitted attached Change Order #1 for \$41,281.56 to cover the additional costs for complete timber deck replacement.

The Project technical specifications called for an estimated 355 tons of rip rap rock to be used to shore up the failing breakwater under the walkway to the fishing pier. After Valentine Corp installed 90 tons of rock, their engineering team realized a total of 520 tons would be needed. District design/engineering consultant M&N concurs that the additional rock is necessary and had structured the IFB technical specifications in such a way as to allow for this uncertainty, bid was required to list unit cost in case additional was found to be needed. Valentine Corp submitted attached Change Order #2 for \$47,400 to cover the additional costs of the rip rap and associated grout.

The two Change Orders will be an additional construction cost of \$88,681.56.

Summary/Recommendation:

Staff recommends the Board authorize the General Manager to implement two Change Orders to the previously approved Pillar Point Harbor Fishing Pier Rehabilitation Project Agreement with Valentine Corp, increasing the construction cost by \$88,681.56, and approve an increase in Capital Project Appropriations by the same amount.

Attachment:

1. [Valentine Corp CO #1](#)
2. [Valentine Corp CO #2](#)



VALENTINE

GENERAL ENGINEERING CONTRACTORS



San Mateo County Harbor District
504 Ave Alhambra
El Granada, CA 94018

November 26, 2019

Attn: John Moren, Interim General Manager

Project: Pillar Point Fishing Pier Rehabilitation

Subject: Request for Change – Remove and Replace Timber Decking VC7835-01

Dear Mr. Moren,

We are in receipt of the District’s request for a price to remove and replace all timber deck panels on the pier. Our price proposal below includes the changes made to the lumber specifications via RFI 07 (rough-sawn, no KDAT treatment).

Bid Item No. 1 shall be paid in full at a lump sum price of \$20,000. The bid item shall be renamed to “Remove Existing Decking and Move Off Pier”.

Bid Item No. 2 shall be removed from the contract and a new Bid Item created to be paid at a lump price of \$42,280 and shall be named “Offhaul and Dispose Existing Decking; Install New Decking for Entire Pier”.

We are requesting a total of \$41,281.56 in compensation for this change per the breakdown shown below. We are requesting five (5) additional Working Days for this work.

Description	Increase
Deletion: Bid Item No. 2, “Pier Decking”	(\$1,792.00)
Addition: “Offhaul and Dispose Existing Decking and Install New Decking for Entire Pier”	\$42,280.00
Additional Bond and Insurance (1.96%)	\$793.56
Total	\$41,281.56

Please issue a contract change order to Valentine Corporation for these modifications.

Sincerely,

Stephanie Gindlesperger, PE
Project Manager



VALENTINE

GENERAL ENGINEERING CONTRACTORS



San Mateo County Harbor District
504 Ave Alhambra
El Granada, CA 94018

November 27, 2019

Attn: John Moren, Interim General Manager

Project: Pillar Point Fishing Pier Rehabilitation

Subject: Request for Change – Additional Rock Rip Rap

VC7835-02

Dear Mr. Moren,

We are currently placing the rock rip rap along the slopes of the pathway (Bid Item No. 5). The estimated bid quantity is 355 tons. We are roughly a third of the way down the pathway and have placed 150 tons. Assuming this and adding an additional 15% for the deeper cuts further down the pathway, we are estimating that a total of 520 tons of rip rap will be needed to complete the slopes; 165 additional tons above the bid quantity.

We are requesting that the contract quantity of rock rip rap be increased to 520 tons to be paid at the unit bid price of \$260/ton. We are also requesting that the contract quantity of concrete be increased to 25 cubic yards to be paid at the unit bid price of \$900/ton.

Description	Unit Price	Increase	Full Bid Item Cost
Increased Bid Item No. 5, "Rock Rip Rap" to 520 tons	\$260/ton	\$42,900	\$135,200
Increased Bid Item No. 6, "Concrete for Grouted Riprap" to 25 cubic yards	\$900/cy	\$4,500	\$22,500
	Total	\$47,400	\$157,700

Please issue a contract change order to Valentine Corporation for these modifications.

Sincerely,

Stephanie Gindlesperger, PE
Project Manager



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: Board Acceptance of Project Bid Submittal to Repair Support Pilings at Pillar Point Harbor Johnson Pier Timber Platform

Recommendation/Motion:

Motion: Pursuant to an Invitation for Bid, Authorize the General Manager to enter into an Agreement with the lowest qualified bidder, DRS Marine, Inc., for piling repairs at Pillar Point Harbor Johnson Pier Terminus for \$34,775, with a 10% contingency in the event there is a need for Change Orders due to unforeseen challenges and authorize the General Manager to issue change orders up to the contingency amount. Approve increase in Capital Project Appropriations of \$38,253.

Policy Implications:

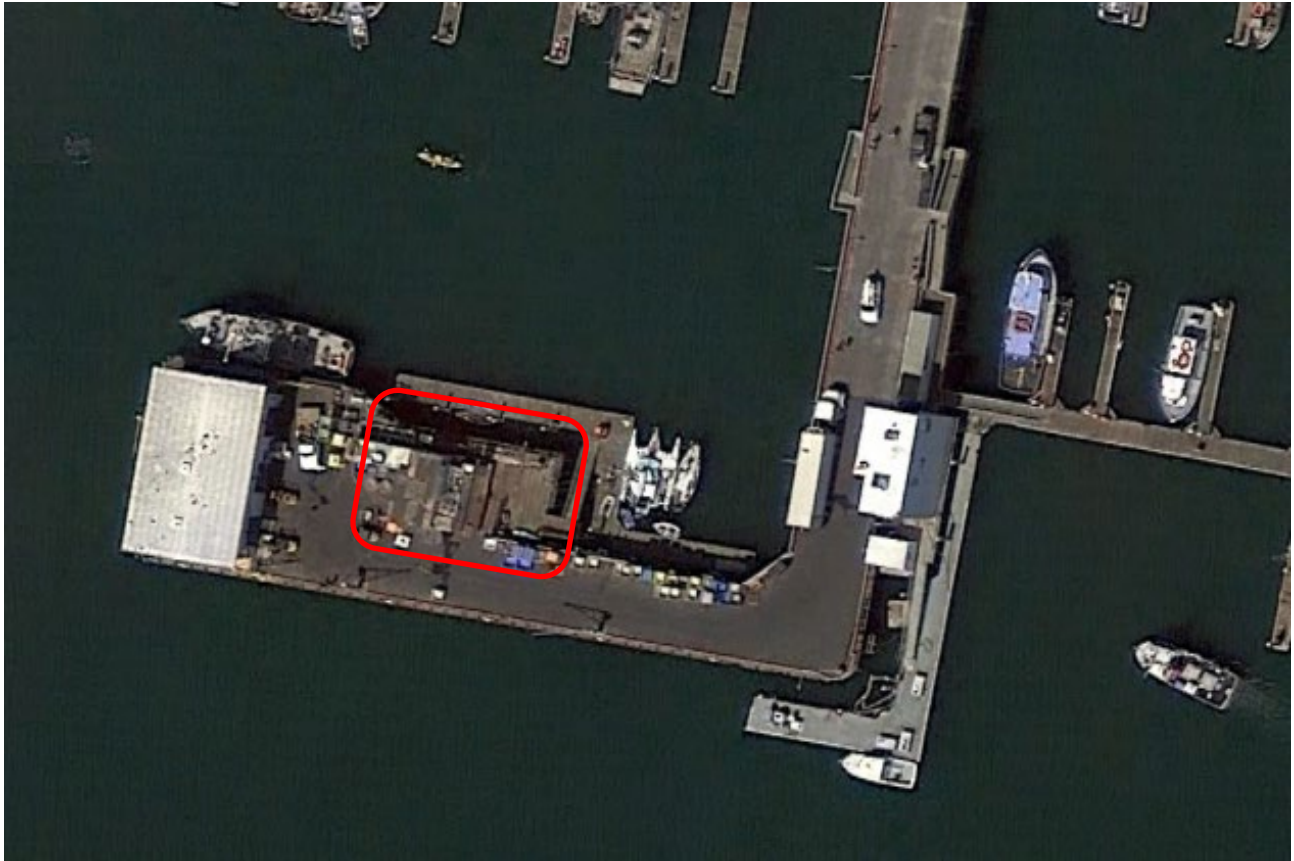
Consistent with Public Contract Code and the San Mateo County Harbor District's (District) goal to provide the public with safe, well-managed marinas.

Fiscal Implications/Budget Status:

For FY 2019/20 the District has over \$13 million in uncommitted Working Capital for Board approved projects.

Background:

The PPH Johnson Pier has an area of wooden/timber platform, commonly referred to as the "Work Dock Landing." Unlike the majority of Johnson Pier, which is supported by concrete pilings, this "Work Dock Landing" area is supported by wooden/timber pilings.



The wooden/timber pilings supporting the Johnson Pier “Work Dock Landing” have succumbed to decades of wood boring marine organisms and some of the wooden/timber structural pilings have been compromised and are in poor condition. District’s design/engineering consultant was able to determine sleeving the compromised structural pilings would be necessary to regain structural integrity of the timber platform. Construction work will be coordinated to cause as little disruption to District tenant/lessee activities as is possible.

Consistent with the California Public Contract Code, staff initiated an Invitation for Bid, resulting in four qualified firm responses. Upon bid response review, DRS Marine, Inc. (DRS) was found to be the lowest qualified bidder.



Summary/Recommendation:

Staff recommends, pursuant to an Invitation for Bid, the Board authorize the General Manager to enter into an Agreement with the lowest qualified bidder, DRS Marine, Inc., for piling repairs at Pillar Point Harbor Johnson Pier Terminus for \$34,775, with a 10% contingency in the event there is a need for Change Orders due to unforeseen challenges and authorize the General Manager to issue change orders up to the contingency amount. Approve increase in Capital Project Appropriations of \$38,253.

Policy Implications:

Attachment:

- [DRS Marine, Inc., Bid Submittal, Contract No. 2019-06.](#)



DRS MARINE, Inc.



- COMMERCIAL DIVERS
- ROVS
- WASTE WATER TREATMENT PLANTS
- OUTFALL DIFFUSER R&M
- POTABLE WATER TANKS & RESERVOIRS

ca lic 508905

DIR 100008704

525 CHESTNUT STREET
VALLEJO, CA 94590
BUS: 707-648-3483
FAX: 707-648-2006
drsmarine@aol.com

October 21, 2019

San Mateo County Harbor District
504 Avenue Alhambra, Suite 200
El Granada, CA 94018

SUBJECT: BID SUBMITTAL – CONTRACT NO. 2019-06
Pillar Point Harbor Johnson Pier Pile Repairs

BID DATE: November 1, 2019

BID TIME: 2:00 PM

Enclosed please find DRS Marine, Inc. bid submittal for the above referenced project.
Should you have any questions/concerns please do not hesitate to contact our office.

Thank you for the opportunity!

Richard Williams
Project Manager
DRS Marine, Inc.

SAN MATEO COUNTY HARBOR DISTRICT

CONTRACT NO. 2019-06

Pillar Point Harbor Johnson Pier Pile Repairs

BIDDER NAME: DRS Marine, Inc.

BID FORM

**TO: SAN MATEO COUNTY HARBOR
DISTRICT EL GRANADA, CA**

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the bidding form or forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this bid to execute a contract in accordance with its bid, the bid documents and the award. The attached Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms, and Addenda, if any, are made a part of this bid and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

Bids below include all applicable charges, including labor, insurance, bonding, and other costs necessary for the furnishing of all equipment and the performance of all services called for under the Contract. Prices quoted shall include all sales or use taxes.

BIDDER SHALL SUBMIT QUOTES FOR ALL ITEMS

CONTRACT NO. 2019-06

Pillar Point Harbor Johnson Pier Pile Repairs

ITEM #	DESCRIPTION	UNIT	QTY	AMOUNT
1	Mobilization, Bonds, Insurance, Demobilization	LS	1	\$10,550.00
2	Pier Pile Repair	LS	1	\$24,225.00
TOTAL BID PRICE				\$ 34,775.00

The Bid Form must be signed below in accordance with the General Conditions and Special Provisions. Bids submitted in any other form will be considered non-responsive and may be rejected.

Name Under Which Business is Conducted: DRS Marine, Inc.

Business Address: 525 Chestnut Street, Vallejo CA 94590

Telephone Number: 707/648-3483 Facsimile Number: 707-648-2006

E-Mail Address: drsmarine@aol.com

MANDATORY SIGNATURE(S)
(See General Condition 3 and Special Provision 1.3)

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

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

IF CORPORATION OR LCC, sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so.

Entity Name: DRS MARINE, INC

By: [Signature] Title: PRESIDENT

*By: [Signature] Title: S/T

Incorporated under the laws of the State of CALIFORNIA

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

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

Joint Venture Name composed of: _____

By _____ Title _____

By _____ Title _____

DOCUMENTS TO ACCOMPANY BID:

- The Bidder's Bond or certified or cashier's check required by Section 14 of the General Conditions and Special Provision 1.10, in an amount equal to at least ten percent (10%) of the Total Bid Price
- Certificate of Insurance in accordance with Special Provision 4.1.C
- List of Subcontractors
- Acknowledgment of Addenda, if any
- Qualification Questionnaire
- Proof of DIR Registration in accordance with Special Provision 5.15
- Non-Collusion Declaration

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That DRS Marine, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the SAN MATEO COUNTY HARBOR DISTRICT, hereinafter called the District, in the sum of Ten Percent of Bid Amount (\$ 10%) being at least ten percent (10%) of the total amount of the bid of the Principal above named for **CONTRACT NO. 2019-06, Pillar Point Harbor Johnson Pier Pile Repairs**, for the payment of which sum in lawful money of the United States, well and truly to made to the District, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to the District;

NOW THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by the Specifications, enters into a written contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the District and Judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated October 31, 2019.

Principal: DRS Marine, Inc.

By: [Signature]

(SEAL)

By: _____

Surety: The Ohio Casualty Insurance Company

By: [Signature]
Jon Richard Sullivan, Attorney-in-Fact

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

By: [Signature]
Trisha Chang, Witness

Note: Signatures of those executing for surety must be properly notarized.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin)

On October 31, 2019 before me, Karen Rhodes, Notary Public
(insert name and title of the officer)

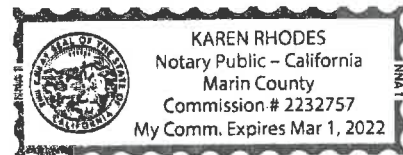
personally appeared Jon Richard Sullivan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

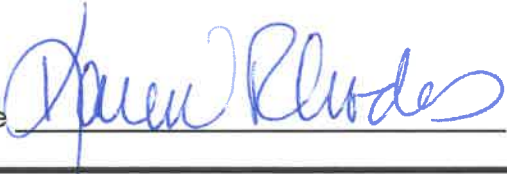
State of California
County of Marin)

On October 31, 2019 before me, Karen Rhodes
(insert name and title of the officer)

personally appeared Trisha Chang,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196908-024088

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Trisha Chang, Susan J. McGowan, Michael Brophy McGowan, Karen Rhodes, Jon Richard Sullivan

all of the city of Novato state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Marine General Liability Endorsements:

- Limited Pollution Liability
- Blanket Additional Insured
- Blanket Waiver of Subrogation
- Explosion, Collapse and Underground Property
- Primary and Non-Contributory
- Watercraft Exclusion Endorsement - Blanket
- Ship Repairer's Legal Liability
- Traveling Workmen - Ship Repairer's Amending
- Per Project General Aggregate Endorsement

Excess Liabilities - Excess of:

- Marine General Liability
- Commercial Automobile
- Employers Liability
- Maritime Employers Liability
- Protection & Indemnity (DRS Marine & Sweetwater Construction)
- Vessel Pollution (DRS Marine & Sweetwater Construction)

Professional Liability:

- \$1,000,000 Per occurrence; \$3,000,000 Aggregate
- Retro Date: 11/24/2016

Contractor's Equipment (Rented/Leased):

Carrier: Great American Insurance Company
Policy Period: 08/01/2018 to 08/01/2019

Limit: \$ 500,000 Any One Item of Equipment
\$ 1,000,000 All Such Items

Deductible: \$5,000

Hull & Machinery / 3rd Party Protection & Indemnity

Carrier: Great American Insurance Company
Policy Period: 08/01/2019 to 08/01/2020
Hull Limit: Agreed Value
P&I Limit: \$1,000,000

Vessel Pollution Liability

Carrier: Great American
Limit: \$1,000,000
Policy Period: 08/01/2019 to 08/01/2020

Policy: OMH 5861881 14
Effective Date: August 1, 2019

Insured: DRS MARINE, INC. SWEETWATER CONSTRUCTION, INC.

OCEAN MARINE GENERAL ENDORSEMENT

PRIMARY & NON-CONTRIBUTORY AMENDMENT

IT IS AGREED THAT WITH RESPECT TO THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS PAGE, ITEM 4 OF SECTION VII MARINE COMMERCIAL LIABILITY CONDITIONS IS AMENDED TO READ AS FOLLOWS:

A. PRIMARY INSURANCE

WHERE REQUIRED BY WRITTEN CONTRACT AND EVIDENCED BY A CERTIFICATE OF INSURANCE, THIS INSURANCE IS PRIMARY WITH RESPECT TO ANY OTHER INSURANCE AVAILABLE TO THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS PAGE, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION SHALL BE CONSIDERED EXCESS AND NON-CONTRIBUTING.

25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

26. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

27. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, and similar property, and any apparatus used with them beneath the surface of the ground or water, caused by the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

28. "Your product"

A. Means:

(1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) you;

(b) others trading under your name; or

(c) a person or organization whose business or assets you have acquired; and

(2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

B. Includes:

(1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product," and

(2) the providing of or failure to provide warnings or instructions.

C. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work"

A. Means:

(1) work or operations performed by you or on your behalf; and

(2) materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

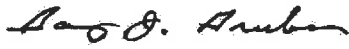
(1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) the providing of or failure to provide warnings or instructions.

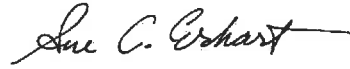
30. Signatory Clause

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations, and agreements as may be added hereto.

In witness thereof, the Company has caused this Policy to be signed by its President and Secretary.



PRESIDENT



SECRETARY

**MARINE COMMERCIAL LIABILITY
PROJECT GENERAL AGGREGATE LIMIT**

1. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** (Section **I**), and for all medical expenses caused by accidents under Coverage **C** (Section **I**), which can be attributed only to ongoing operations at one of your construction projects away from premises owned or rented by you:
 - A.** A separate Project General Aggregate Limit applies to each project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - B.** The Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage **C** regardless of the number of:
 - (1) Insureds;
 - (2) claims made or "suits" brought; or
 - (3) persons or organizations making claims or bringing "suits."
 - C.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Project General Aggregate Limit for any other project.
 - D.** The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Project General Aggregate Limit.
2. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** (Section **I**), and for all medical expenses caused by accidents under Coverage **C** (Section **I**), which cannot be attributed only to ongoing operations at a single construction project:
 - A.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - B.** Such payments shall not reduce any Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Project General Aggregate Limit.
4. A "Policy Aggregate Limit" of 2,000,000 will apply. This is the most we will pay for the sum of:

**MARINE COMMERCIAL LIABILITY
PROJECT GENERAL AGGREGATE LIMIT**

1. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** (Section **I**), and for all medical expenses caused by accidents under Coverage **C** (Section **I**), which can be attributed only to ongoing operations at one of your construction projects away from premises owned or rented by you:
 - A. A separate Project General Aggregate Limit applies to each project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - B. The Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage **C** regardless of the number of:
 - (1) Insureds;
 - (2) claims made or "suits" brought; or
 - (3) persons or organizations making claims or bringing "suits."
 - C. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Project General Aggregate Limit for any other project.
 - D. The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Project General Aggregate Limit.
2. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** (Section **I**), and for all medical expenses caused by accidents under Coverage **C** (Section **I**), which cannot be attributed only to ongoing operations at a single construction project:
 - A. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - B. Such payments shall not reduce any Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Project General Aggregate Limit.
4. A "Policy Aggregate Limit" of 2,000,000 will apply. This is the most we will pay for the sum of:

**MARINE COMMERCIAL LIABILITY
BLANKET ADDITIONAL INSURED ENDORSEMENT**

We agree that this policy shall include as Additional Insureds any person or organization to whom the Named Insured has agreed by written contract or written agreement to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to an "occurrence":

1. Otherwise covered by this policy; and
2. That occurred subsequent to the making of such written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

**MARINE COMMERCIAL LIABILITY
BLANKET WAIVER OF SUBROGATION ENDORSEMENT**

We agree to waive any rights of subrogation to which we may be entitled, if prior to an "occurrence," the Named Insured has agreed to such waiver in writing, but only to the extent required by written contract or written agreement.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Auto Insurance Specialists 17785 Center Court Drive Suite 500 Cerritos CA 90703	CONTACT NAME: Nicole Moreno PHONE (A/C, No, Ext): 866-570-7335 E-MAIL ADDRESS: commercial@aisinsurance.com		FAX (A/C, No): 800-498-3293
	INSURER(S) AFFORDING COVERAGE INSURER A: California Automobile Insurance Company		NAIC # 38342
INSURED DRS Marine Inc. 525 Chestnut St Vallejo CA 94590	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA040000042575	05/25/2019	05/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

San Mateo County Harbor District 504 Avenue Alhambra, Ste. 200 El Granada, CA 94018	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

SAMPLE CERTIFICATE OF INSURANCE

PRODUCER		INSURED		NAMED INSURED AND ADDRESS	
<p>CERTIFICATE OF INSURANCE</p> <p style="font-size: small;">THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED BY THE POLICY THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE APPROVED BY THE POLICY DESCRIBED HEREIN</p> <p style="text-align: center;">COMPANIES AFFORDING COVERAGE</p>		<p>A COMPANY</p> <p>B COMPANY</p> <p>C COMPANY</p> <p>D COMPANY</p>	<p>COVERAGES</p> <p style="font-size: x-small;">THIS IS TO CERTIFY THAT POLICIES OF LIABILITY DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT IN THE RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE APPROVED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REQUIRED BY PAID CLAUSES.</p> <p style="font-size: x-small;">This certificate supersedes and replaces any previously issued certificates for the policy period noted below.</p>		
CO	LTB	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)
		GENERAL LIABILITY			
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASMS MADE <input type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT			
		AUTOMOBILE LIABILITY			
		ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			
		GARAGE LIABILITY			
		ANY AUTO			
		EXCESS LIABILITY			
		LABRETTA FORM OTHER THAN LABRETTA FORM			
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY			
		THE POLICY/ON OFFICERS AND OFFICERS ARE			
		OTHER			
		PROFESSIONAL LIABILITY			
		DESCRIPTION OF OPERATIONS/DESCRIPTIONS/PROFESSIONAL FEES			
<p>CANCELLATION</p> <p style="font-size: x-small;">SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE INSURED APPROVES COVERAGE WILL BECOME VOID 30 DAYS BEFORE NOTICE TO THE POLICY HOLDER IS MADE. THE POLICY HOLDER SHALL BE RESPONSIBLE FOR THE CANCELLATION OF THE POLICY.</p> <p style="font-size: x-small;">THE DATE OF THIS CERTIFICATE</p>					
<p>CERTIFICATE HOLDER</p> <p style="font-size: x-small;">BY CATEGORY</p>					
<p>VALID AS OF:</p>					

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's proposal.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	LOCATION OF/ PLACE OF BUSINESS	PORTION OF WORK
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

N/A

ACKNOWLEDGMENT OF ADDENDA

Pillar Point Harbor Johnson Pier Pile Repairs

The undersigned Bidder acknowledges receipt of the following addenda, if issued, to the Bid Documents. If none received, write "None Received".

Addendum No. 1, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: October 21, 2019

Firm: DRS Marine, Inc.

Signature: 

Print Name: Richard Williams

Title: President

**QUALIFICATION QUESTIONNAIRE AND
FINANCIAL STATEMENT WITH BUSINESS REFERENCES**

DRS Marine, Inc. (707) 648-3483
Name of Applicant or Firm Telephone

(707) 648-2006
Facsimile

525 Chestnut Street
Street Address (NOTE: If using a P.O. Box, please list both P.O. Box No. AND Street Address)
Vallejo CA 94590
City, State, Zip

Date Submitted:
November 1, 2019

Fiscal Year Ending:

The above applicant or firm is:

A parent firm of: _____

A subsidiary division of: _____

1. How many years has your organization been in business as a contractor under your present name?

34 years

2. How many years' experience:

a) As a prime contractor: 34

b) As a subcontractor: 34

3. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations? yes

Registration No.: 1000008704 Registration expiration date: 6/30/2020

****BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>****

4. List below at least three contracts your organization has performed in the last five years involving the demolition of structures in a marine environment.

CONTRACT \$ AMOUNT	PERCENT COMPLETED	CONTRACTING AGENCY AND ADDRESS, NAME AND PHONE OF OWNER/AGENCY REPRESENTATIVE
\$120,445.00	100%	Cerrudo Services, 74 Digital Drive, Ste 1, Novato, CA 94949 Mike Spina 415-883-5017
\$7,585.00	100%	Valentine Corp. 111 Pelican Way, San Rafael, CA 94901 Jeff Drier, 415-453-3732 ext 12
\$49,795.00	100%	The town of Tiburon, 1505 Tiburon Boulevard, Tiburon, CA 94920 Dmitriy Lashkevic, 415-435-7354
\$13,797.00	100%	Manson Construction, 200 W Cutting Blvd, Richmond, CA 94804 Jorge Guillen, 510-232-6319
\$39,435.00	100%	The Dutra Group, 2350 Kerner Blvd, San Rafael, CA 94901 Valerie Daley 415-686-9417

(Use separate sheet if more listing space is needed.)

5. Have you ever failed to complete any work awarded to you, or have you ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation?

() Yes (x) No

If so, where and why? _____

6. The Contractor shall dispose of any hazardous wastes under its own EPA generator number. Please provide your EPA Generator Number:

N/A

7. What is the construction experience of the principal officers and key employees (including superintendents) of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY
Richard Williams	President	Over 40+ years	Marine Construction	President, Project Manager
Jeff Williams	Dive Supervisor	20 years	Marine Construction	Dive Supervisor
Mark Land	Dive Supervisor	23 years	Marine Construction	Dive Supervisor
Daniel Rosenberry	Dive Supervisor	10 years	Marine Construction	Dive Supervisor

8. List facilities that are available for anticipated work. (In Column 3, indicate ownership status of equipment and facilities if available: O-Own, L-Lease.)

QTY.	ITEM (DESCRIPTION, SIZE, CAPACITY, ETC.)	OWNERSHIP	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
1	Fabrication Warehouse/Shop	DRS Marine, Inc.	Good	34 Years	Vallejo CA

--	--	--	--	--	--

9. Give information below about all your contract work underway or to which you are committed.

TYPE OF WORK	LOCATION	VALUE	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	FOR WHOM PERFORMED
Diving Services	Lake Curry	\$200,000.00	75%	Nov 1, 2019	City of Vallejo
Diving Services	Nacimiento Dam	\$75,000.00	80%	Nov. 15, 2019	MCWRA
Diving Services	Statewide	\$350,000.00	2 year contract-----		DWR

10. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work.

NAME	ADDRESS	BUSINESS
Jeff Drier	111 Pelican Way, San Rafael, CA 94901	Valentine Corp.
Mike Spina	74 Digital Dr. Ste 1, Novato, CA	Cerrudo Services
Dmitriy Lashkevic	1505 Tiburon Boulevard, Tiburon, CA 94920	The Town of Tiburon
Jorge Guillen	200 W Cutting Blvd, Richmond, CA 94804	Manson Constrution
Valerie Daley	2350 Kerner Blvd, San Rafael, CA 94901	Dutra Group

REFERENCES

1. Please list 3 bank references familiar with the Bidder's accounts:

- a) Name of Bank: Union Bank
Street Address: 1178 Admiral Callaghan Lane,
City and State: Vallejo CA 94591 Telephone: 707-556-8000
Officer Familiar with Bidder's Account: Chatte Mitchell

- b) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

- c) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of DRS Marine, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/21/2019 [date], at Vallejo [city], California [state]."



Signature of Bidder

President

Title

10 21 2019

Date



Staff Report

TO: Board of Harbor Commissioners

FROM: Julie van Hoff, Director of Administrative Services
Lizzie Zuroski, Communications Analyst

DATE: December 18, 2019

SUBJECT: Information Technology Services Contract with Think Connected

Recommendation/Motion:

Motion: Approve panel recommendation of rating Think Connected as highest ranking firm and authorize the General Manager to execute a Professional Services Agreement (PSA) for Information Technology (IT) Services. The estimated costs are \$42,900 for the remainder of fiscal year 2019/20 and \$80,000 for fiscal year 2020/21 and shall increase at 3.5% each year thereafter.

Policy Implications:

These services are necessary to assist the District with Administrative operations, including communications, equipment selection, equipment maintenance, connectivity, and application support.

Fiscal Implications/Budget Status:

Over the last year, IT services averaged around \$4,276 per month for basic services or approximately \$51,312 annually, not including equipment purchases. Think Connected estimate is \$3,750 for initial set-up plus \$6,525 each month thereafter. For the remaining six months of fiscal year 2019/20, IT services are expected to increase by approximately \$20,000. It is estimated that there is sufficient operating expense appropriations to cover this additional cost.

Background:

On October 23, 2019 the District issued an RFP inviting qualified IT firms to submit a proposal by November 19, 2019.

The District requested the following summary scope of legal services (detailed in the RFP IT 2019-10: Information Technology Services and Addendum):

- Provide Desktop Application Support, including On-Demand Response;
- Provide Server, Workstation, and Network Administration Services;

- Email Hosting;
- Security and Backup Efforts;
- Planning (including Inventory, Assessment, and Strategic Forecasting);
- Installation and Software Implementation Services;
- And additional projects as necessary.

Six interested firms responded to the Request for Proposals (RFP): 1) All Covered; 2) Caspian IT Group; 3) Precision IT; 4) Think Connected; 5) Sierra Consulting; and 6) Xantrion.

Staff compared the proposals to the RFP and rated the Proposals using the following criteria: 0-25 points for Proposal Understanding and Approach to the Scope of Services, 0-40 Points for Proposer's Qualifications and Experience, and 0-35 Points for Cost Proposal.

The proposals were rated by Director of Administrative Services Julie van Hoff, Accounting Manager Boomer Henthorne, and Communications Analyst Lizzie Zuroski. The top three rated firms were invited to present at an interview scheduled for various times on December 3, 2019. The interview panel consisted of the proposal reviewers and Interim General Manager and Director of Operations John Moren.

Think Connected was unanimously rated the highest scoring of all firms in both the proposals and the interviews. The following elements led to the panel's selection:

- Think Connected is a locally based firm, with Headquarters located in San Francisco.
- There is a suitable number of qualified employees available to perform services.
- An established ticketing system will be applied to all requests for assistance.
- Two (2) government references were provided, including: San Francisco Unified School District; and Ravenswood City School District.
- Two (2) nonprofit references were provided, including: Bay Area Community Resources; and Goodwill of San Francisco, San Mateo, and Marin Counties.
- The District's specific IT needs were addressed individually with tailored responses that detailed the firm's approach to each issue.
- Enterprise Resource Planning (ERP) software comparison services are offered, which would allow the District to rely on the firm's expertise during both the selection and implementation process.
- CEO (Tom Ivers) ensures that his cell phone number is made available to each account.
- Attitude is the primary focus in the firm's hiring priorities.

- Service is the primary focus in the firm's customer interaction, a value which is evident upon meeting the Executive team. As a result of this, personalized attention to specific issues is emphasized and the impression is received that the firm would solve the problems faced by the District, rather than dismiss challenges as unserviceable.
- Creative ideas were both presented and welcomed during the interview process.
- No resistance was projected regarding immediate cloud migration for certain District applications.
- The firm appears to be good-natured and easy to work with.
- The presentation stated up front that the firm is "passionate" about IT.
- After an initial set-up fee, no additional costs were proposed to address our immediate needs.
- Of the three firms interviewed, Think Connected was in the middle of the price range.
- A transition process from our current IT services was mapped out in detail, including taking full responsibility for all services immediately upon being hired. The transition process appears to be both collaborative and adaptable.

Based on the Proposals submitted and the interview results, staff recommends that the District enter into an agreement with Think Connected.

Summary/Recommendation:

Staff recommends that the Board approve the panel recommendation of rating Think Connected as highest ranking firm and authorize the General Manager to execute a PSA for IT Services.

Attachments:

1. [Think Connected Proposal](#)
 2. [Think Connected Presentation](#)
 3. [Recommended Professional Services Agreement](#)
 4. [RFP IT 2019-10: Information Technology Services](#) and [Addendum](#)
- Electronic copies of all proposals received are posted on the District's website at <https://www.smharbor.com/rfp-2019-10-information-technology-support-services-addendum-closed-nov-19-2019> :

Information Technology Support Services – RFP2019-10

Prepared for the



**San Mateo County
Harbor District**

By



November 19, 2019



Table of Contents

Project Summary.....	3
About the Vendor	4
Key Personnel	6
References	7
Approach to Scope of Services.....	8
Rates	22



Project Summary

November 19, 2019

San Mateo County Harbor District (SM Harbor)

504 Avenue Alhambra, 2nd Floor

El Granada, CA 94018

Subject: Think Connected proposal for Information Technology Support Services

Executive Summary:

Think Connected is pleased to present this proposal in response to the requirements provided to us by the district in RFP2019-10. We are proud to be present our plan to provide IT support services thereby enabling a better technology environment to provide reliable services to the San Mateo Harbor District community. We are confident our expertise will provide a compelling and unmatched value offering for this exciting opportunity.

The scope of work will include the items outlined in the below proposal. We appreciate this opportunity to support your project needs and look forward to working with you in a mutually successful and continued relationship. Should you have any questions, please do not hesitate in contacting me directly.

Sincerely,

A handwritten signature in blue ink that reads "Tom Ivers".

Tom Ivers

Think Connected

President and co-Founder

415-659-9913

tivers@thinkconnected.com

A handwritten signature in black ink that reads "Derek Grunewald".

Derek Grunewald

Think Connected

Head of Operations and co-Founder

415-659-9912

dgrunewald@thinkconnected.com



About the Vendor

Founded in 2005, Think Connected is a privately held IT Services firm located in San Francisco. We manage clients from a spectrum of industries including education, non-profit, architecture, engineering, real estate development, public relations, and data center operators. Our services include Engineering Services, IT Consulting and Project Management Services, Data Center Services, and Supplemental IT Support allowing Think Connected to provide value to many organizations.

In terms of financial stability, we hold no debt and have been officially registered as a business in California since 2005. The Company has been profitable since its inception and enjoys a high profit margin on a year over year basis. We have not been involved in any claims or lawsuits against us.

Think Connected is prepared to provide the necessary financial evidence documentation at the needed time to prove its financial viability including but not limited to:

1. Credit card statements
2. Bank statements
3. Tax returns
4. Credit references

Our standard business hours are 9:00am-6:00pm, Monday-Friday. We operate outside of business with an on-call rotation and proper escalation paths within the organization to address any critical service needs.

Notable Experience

1. [Bay Area Community Resources \(BACR\)](#) – 2013 to present
 - a. We manage an environment consisting of approximately 40 servers and virtual machines, 50 network devices across 15 locations in the Bay Area.
 - b. Services provided include, server management, security reviews, strategic IT planning, and network management.
 - c. We are in the process of updating all network equipment at the locations and implementing a SD-WAN for inter-site connectivity.
2. [Goodwill of San Francisco, San Mateo and Marin Counties](#) – 2017 to present
 - a. We manage the server, backup and network infrastructure at the corporate HQ and the 20 retail store and warehouse locations.
 - b. Relevant experience includes:
 - i. Migration from on-premise infrastructure to Microsoft Office 365 for approximately 600 staff accounts.
 - ii. Consolidating two warehouse locations into one involving a new network and ISP/voice services.
 - iii. Moving the corporate HQ to a new location, redesigning the LAN and routing to the retail stores, implementing 2-factor VPN authentication, and consolidating the server infrastructure.



- iv. Vendor management and working with non-profit pricing and reporting requirements.
- 3. [Ravenswood City School District](#) – 2017 to present
 - a. In late 2017 Think Connected provided an IT assessment to the technology staff and presented it to the school board. The assessment resulted in creating a \$7.5M budget to modernize the schools and District Office and a Bond measure was passed for funding.
 - b. In early 2019, we were asked to be the Project Manager to oversee the modernization projects and write the RFPs for a multi-phase project schedule.



Key Personnel

Derek Grunewald, Head of Operations and Co-Founder of Think Connected

Derek has over 20 years of experience in the Information Technology field. He started Think Connected after 15 years working as a Mechanical Engineer with a focus on commercial HVAC design. His focus now, is heading the Operations of the company and being a dedicated Account Manager for key clients. His breadth of experience covers working in the public-sector with school districts and large non-profit organizations as well as architecture/engineering firms, data center operators and real-estate developers in the private-sector.

Wilson Kwok, Systems Administrator

Wilson has over 10 years of experience working in IT roles and has been with Think Connected for almost 2 years. He has worked his way through IT from Desktop Support to Systems Administrator and has experience with on-premise infrastructure as well as cloud computing and infrastructure. Wilson's skills include Cloud Infrastructure, Network Management, Server and Active Directory Administration, Backup Management, and Desktop Support.

Dan MacKenzie-Oneill, Systems Administrator

Dan has over 5 years of experience working in IT roles and has been with Think Connected for almost 2 years. Dan has excelled while at Think Connected in delivering top-notch IT Support to his assigned clients and being a valuable team member. His skills include Desktop Support, Server and Active Directory Administration, Cloud Infrastructure, Network Management, and Backup Management.



References

1. Spencer Bolles - Director, Information Technology
 - a. Bay Area Community Resources (BACR)
 - b. Email: sbolles@bacr.org
 - c. Phone: (415) 847-5552
2. Nare Jagroop, CFO
 - a. Goodwill of San Francisco, San Mateo and Marin Counties
 - b. Email: njagroop@sfgoodwill.org
 - c. Phone: (415) 575-2141
3. Solomon Hill, Director of Technology
 - a. Ravenswood City School District (RCSD)
 - b. Email: solomonh@ravenswoodschools.org
 - c. Phone: (650) 444-2158
4. Michael Kifer, IT Project Manager II
 - a. San Francisco Unified School District (SFUSD)
 - b. Email: kiferm@sfusd.edu
 - c. Phone: (415) 615-8965 x 1422



Approach to Scope of Services

Category 1 Services

<u>Category</u>	<u>Service</u>	<u>Delivery Process</u>	<u>Response Time</u>	<u>Primary Team Member</u>	<u>Reporting</u>
Support Services and Ongoing Maintenance and Repair	Help Ticketing/Help Desk	We use Autotask PSA for our ticketing platform, which provide automated response for tickets and communication on open items.	1hr response time during business hours.	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	Desktops – hardware, software, virus software, security.	We use an agent-based management platform manage monitor and support the computing environment.	1hr response time during business hours.	Dan MacKenzie-Oneil	N/A
Support Services and Ongoing Maintenance and Repair	Software – assist with technical issues.	Software support is provided through a remote session to the computer or would involve deploying a technician onsite when necessary.	1hr response time during business hours.	Dan MacKenzie-Oneil	N/A
Support Services and Ongoing Maintenance and Repair	PC Hardware – install replacements, upgrades.	Replacement computers have the base configuration done in our office and we finalize the user setup when we deliver the computer. Upgrades would be done onsite.	Scheduled request	Dan MacKenzie-Oneil	N/A
Support Services and Ongoing Maintenance and Repair	Printers – local and network.	Network printers will be managed through remote SNMP for status and local will be managed through the individual workstations.	Scheduled request	Dan MacKenzie-Oneil	N/A



Support Services and Ongoing Maintenance and Repair	Personnel movement – technical equipment (not furniture).	Once a ticket is submitted to the move request, we will schedule an onsite visit to handle all aspects of moving the computer with associated peripherals and testing operation after the move.	Scheduled request	Dan MacKenzie-Oneil	N/A
Support Services and Ongoing Maintenance and Repair	Provide quotes for equipment, desktop software using state contracts.	We will assist in quoting and procuring hardware and software as requested.	Scheduled request	Derek Grunewald	N/A
Support Services and Ongoing Maintenance and Repair	Active Directory password control.	Password policies will be implemented (if not already) to enforce strong passwords and requiring a periodic change based on the District's requirements.	Scheduled request	Wilson Kwok	N/A
Support Services and Ongoing Maintenance and Repair	Active Directory maintenance.	Active directory is backed up with the normal backup process, we review group memberships on a quarterly basis, and removing disabled accounts after a prescribed period.	Scheduled request	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	Email maintenance.	Maintenance of email involves ensuring the proper roundtrip email monitoring is in place, reviewing email quarantines, checking mail forwarding rules to ensure data is not being auto-forwarded out of the organization.	Scheduled request	Wilson Kwok	N/A



Support Services and Ongoing Maintenance and Repair	User account maintenance.	We review group memberships on a quarterly basis, remove disabled accounts after a prescribed period, and handle all requested moves/adds/changes to accounts.	Quarterly review	Derek Grunewald	Quarterly
Support Services and Ongoing Maintenance and Repair	Server maintenance – routine cleanup and monitoring.	Monitoring policies are defined in our RMM tools to monitor critical services and alerts us if there are any issues. Cleanup would be performed based on the type of alert received.	1hr response time during business hours.	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	Operating System patching.	OS patching is handled through policies defined in our RMM platform and are installed on servers bi-monthly and workstations monthly.	Scheduled request	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	SQL Server Data Base – routine cleanup, monitoring, virus software, security.	We have performance monitors that are configured for SQL and are able run period reindexing and performance scripts as needed. We would also be able to audit database permissions to ensure access is restricted appropriately.	As needed	Wilson Kwok	N/A
Support Services and Ongoing Maintenance and Repair	Establish a Management Console.	We have a management console through Autotask and Datto. It provides metrics and reporting on device health and ticket statistics.	Created during onboarding	Wilson Kwok	N/A



Support Services and Ongoing Maintenance and Repair	Maintain backup programs and scripts; provide documentation for backups.	We maintain and monitor all backups to ensure correct operation and review the data selection to ensure the proper data is being protected. Our documentation is handled through our standard operating procedures.	Continuous	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	Restore files and folders from back-ups (as required).	Test data restores are performed on a quarterly basis and requested restores are performed as needed to recover files.	1hr response time during business hours.	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	System security and firewalls.	We have a documented list of best practices for security and firewalls that we apply to all of our customers.	N/A	Wilson Kwok	N/A
Support Services and Ongoing Maintenance and Repair	Network controls and switches.	Network controls are managed through documented access control lists (ACL) and reviewed on a periodic basis to confirm adequate.	N/A	Wilson Kwok	N/A
Support Services and Ongoing Maintenance and Repair	UPS devices.	UPS devices should always have a network management card and notifications for power events. We recommend a 3-year cycle on UPS batteries to ensure they have the appropriate runtime capabilities.	N/A	Wilson Kwok	N/A



Support Services and Ongoing Maintenance and Repair	Coordination, liaison with third party software/hardware vendors (Currently ALX, ADP, Fund Balance, The Marina Program, AT&T, VOIP-8x8, Comcast, Konica) to ensure ongoing connectivity and user access. The exact vendors are subject to change and the Consultant will assist in the District's transition.	We currently act as a liaison with 3rd party vendors for all of our customers and always act as an advocate for the client to ensure they are receiving the best service possible.	Scheduled request	Derek Grunewald	N/A
Desktop Application Support	Performance of basic support functions as needed/requested, including the installation of PC's, laptops, tablets, mobile devices, printers, peripherals, and software.	We work with our clients to ensure they have up to date onboarding/offboarding documents for users and computers. This ensures consistency and accuracy in desktop support/deployment.	3 business days	Dan MacKenzie-Oneil	N/A
Desktop Application Support	Diagnosis and correction of desktop applications issues.	Our team is well versed in troubleshooting and correction of application issues. We follow a standard triage process to get to the root of the issue.	1 business day	Dan MacKenzie-Oneil	N/A
Desktop Application Support	Configuration of all devices for standard applications.	We maintain a list of standard software that is deployed for each type of user. The software is monitored through our RMM platform and we can create an approved software list to be monitored if needed.	Scheduled request	Dan MacKenzie-Oneil	N/A



Desktop Application Support	Identification and correction of end user hardware problems and performance of advanced troubleshooting.	We follow a standard triage process to get to the root of the issue. We also look into performance metrics on the computer and network to troubleshoot issues.	2 business days	Dan MacKenzie- Oneil	N/A
Desktop Application Support	Maintenance of an updated inventory of all related computer hardware, to make available to District personnel upon request and implementation of Help Desk procedures under policy constraints of the successful vendor.	We maintain up to date documentation of all IT assets in our documentation platform, IT Glue. We can provide exports of the inventory when requested. The agents installed on computers synchronize information with the documentation platform to lessen the need for manual information updates. Any specific Help Desk procedures will be developed during client onboarding.	N/A	Dan MacKenzie- Oneil	As requested
Server and Workstation Administrative Services	Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for the quality, performance, security, availability, reliability, and recoverability of the systems.	Monitoring policies are defined in our RMM tools to monitor critical services and alerts us if there are any issues. This platform also gives us the ability to remotely manage systems and to create any necessary custom monitoring for non-standard applications.	N/A	Wilson Kwok	N/A



Server and Workstation Administrative Services	Scheduling of preventive maintenance for equipment in the areas of coverage and ensure that it is properly and promptly performed.	We schedule preventative maintenance outside of normal business hours and have a detailed maintenance and testing plan that is followed for all maintenance.	We schedule maintenance 7 days out (min)	Wilson Kwok	N/A
Server and Workstation Administrative Services	Monitor server performance and capacity management services.	All servers have a standard monitoring policy applied to them to ensure critical services remain running and appropriate notifications are sent requiring intervention.	N/A	Wilson Kwok	As requested
Server and Workstation Administrative Services	Develop back-up plans and procedural documentation.	We will review the backup and recovery objectives with you to ensure that the appropriate polices are put in place for the optimum data protection. This information goes into our client documentation.	N/A	Wilson Kwok	N/A
Server and Workstation Administrative Services	The Consultant shall be responsible for configuration management, including changes, upgrades, patches, etc.; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.	We have a documented change control process that is followed during any implementation of changes.	1hr response time during business hours.	Dan MacKenzie- Oneil	N/A



Server and Workstation Administrative Services	Maintenance of records for all Help Desk Tickets for both on-site visits and telephone/remote support and facilitating access to Help Desk Tickets by District designated staff.	All requests are sent through our ticketing system which maintains records of all requests, changes and actions taken on a ticket. We also post a change log for any system level change that should be tracked.	N/A	Wilson Kwok	As requested
Server and Workstation Administrative Services	Configuration management, including changes, upgrades, patches, etc.; management and documentation of network and user logins and passwords and security documentation.	All configuration changes are performed during a maintenance window and changes are logged in our documentation. We maintain security documentation specific to your environment. We do not store end user passwords as part of our security procedure.	Scheduled request	Wilson Kwok	As requested
Network Administration Services	Maintenance and support of network equipment, including installation and maintenance of network software, switches, firewalls, routers, and other security devices.	This is a core service to our IT support and we manage and maintain 350+ switches, firewalls and routers. Our process for managing these devices is done through our RMM platform and our maintenance process.	1hr response time during business hours.	Wilson Kwok	N/A
Network Administration Services	Installation and maintenance of printers, scanners, network devices, etc.	We provide onsite support for the installation of new devices and remote support through our RMM agents to handle printer maintenance.	2 business days	Dan MacKenzie- Oneil	N/A



Network Administration Services	Analysis, routine configuration changes, installation of patches and upgrades and minor cabling if needed.	We review patch releases for network equipment to determine the effect of installation proceed through our maintenance process if the patch or update is needed for the system. We are able to handle minor cabling without issue.	Scheduled request	Derek Grunewald	Quarterly
Network Administration Services	Alert notifications in case of equipment failure.	All network devices will have standard monitoring configured to alert us of outages and failures.	1hr response time during business hours.	Wilson Kwok	N/A
Network Administration Services	Proactive monitoring of network equipment, including performance indicators to report on threshold limitations.	We use a combination of PRTG and monitoring in our RMM platform to track historical usage and create thresholds off of baselines to proactively notify us of problems.	1hr response time during business hours.	Wilson Kwok	N/A
Network Administration Services	Network performance and capacity management services.	We use our monitoring tools to develop baselines around throughput and usage to identify areas of bottlenecks. This allows us to recommend changes to increase capacity where needed.	N/A	Wilson Kwok	Quarterly
Network Administration Services	Continuous troubleshooting required.	Network troubleshooting requires several avenues to be successful in some cases. We use a combination of network traffic captures, log review and	N/A	Wilson Kwok	N/A



		historical performance data to troubleshoot network issues.			
Network Administration Services	Maintenance of network documentation for daily, weekly, and monthly services required.	We have our Standard Operating Procedures for network maintenance. We keep our documentation updated with any changes that are made in an environment.	N/A	Wilson Kwok	N/A
Email and Security Efforts	Maintenance of District email accounts using District domain, including adding, changing, and/or deleting District employee accounts as requested.	We maintain this level of email management for all of our customers and all requests are handled through our ticketing system.	1 business day	Wilson Kwok	N/A
Email and Security Efforts	Maintenance of virus detection programs on District servers and user computers and laptops.	Management of the endpoint protection would be performed through the existing ESET anti-virus management console and we would be alerted to any outbreaks or detections. We would take the appropriate action to ensure cleaning is successful.	1 business day	Dan MacKenzie-Oneil	Quarterly
Email and Security Efforts	Performance of periodic security audits, including notification of suspected breaches of security to designated District personnel are required.	We use Nessus to perform security and vulnerability scans on the network and would report any items needing remediation to the appropriate personnel.	1 business day	Derek Grunewald	Quarterly



Email and Security Efforts	Configuration of District systems to enable remote access in a secure environment with provisions for remote access administration as requested by designated District personnel.	Secure remote access would be handled through a VPN connection and then the necessary remote desktop connection setup for the required personnel.	3 business days	Wilson Kwok	N/A
Backup Services	Maintenance of District Backup systems.	We are familiar with the majority of the SMB and Enterprise backup systems on the market, including Acronis that is currently in use.	1 business day	Dan MacKenzie- Oneil	As requested
Backup Services	Recommendations for redundant backup programs, should they be indicated.	We have implemented a variety of redundant backup systems for our clients that involve cloud offsite storage, as well as replicated data and virtual servers to cloud infrastructure.	N/A	Wilson Kwok	N/A
Backup Services	Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of stored files and programs.	We will work with you to review the recovery objectives to meet your data protection requirements and update or create any procedures to meet those objectives.	N/A	Wilson Kwok	N/A
Backup Services	Identification and implementation of a program to restore systems and data if servers and/or computers go down.	We would evaluate the restore process currently in place and recommend changes need to improve the recoverability.	N/A	Wilson Kwok	N/A



Planning	Installation of new equipment, software, and transfer existing data when acquired, will be needed.	We utilize our employee onboarding documents to ensure data transfer is correct when changing computers for staff members. We will also coordinate a convenient time to do the installation.	Scheduled request	Wilson Kwok	N/A
Planning	Coordination of implementation of a cloud-based, remote-access file-sharing system such as Microsoft SharePoint.	We have performed several SharePoint implementations for our clients to utilize cloud-based file storage and have also migrated our own files to SharePoint.	Scheduled request	Wilson Kwok	N/A
Planning	Upgrades to existing systems, other than regular repair or maintenance.	We've performed many upgrades for clients involving upgrading hard drives to SSD technology, adding system memory and implementing faster network infrastructure to support higher throughput.	Scheduled request	Derek Grunewald	N/A
Planning	Changing or moving email or web services to new vendors or new services.	We've done many email migrations from both on-prem to cloud and cloud to cloud. Over the past 3 years, we've migrated 90% of our customer's email to a new system.	Scheduled request	Wilson Kwok	N/A
Planning	Clean up or installation of network wiring.	We have done MDF and IDF modernizations for 3 of our clients this past year and moved a client into a new warehouse buildout and a new headquarters office location.	Scheduled request	Derek Grunewald	N/A



Planning	Evaluation and recommended network management software, except as part of IT Strategic Plan.	We have experience evaluating and recommending software and also have our standard software tools that we use for network management.	Scheduled request	Derek Grunewald	N/A
Planning	Implementing new disaster recovery and emergency operations related activity.	We work with you to develop the requirements around recovery and business continuity and then help architect and choose the best implementation. We have rewritten business continuity plans for clients and also implemented full DR environments in the cloud and offsite data centers.	Scheduled request	Derek Grunewald	N/A
Planning	Professional input and assistance with the RFP process and implementation for an ERP system.	We've recently written an RFP for a school district modernization and helped manage the entire bid process.	Scheduled request	Derek Grunewald	N/A
Planning	Transitioning efforts to an as-needed cloud computing services.	We have experience with our customer base in implementing cloud-based computing and services.	Scheduled request	Wilson Kwok	N/A



Category 2 Services: Inventory, Assessment, and Strategic Forecasting Plan

The costs associated with the Category 2 services are outlined in the Cost Proposal Form.

Our approach to the Category 2 services is to keep updated inventory and life-cycle documentation of IT systems, documenting the purchase date, support/warranty expiration dates and review this information on a quarterly basis with you and plan for any necessary renewals, replacements or upgrades. We will use these quarterly meetings to develop the annual IT roadmap and budget.

Category 3 Services: Additional Services

The costs associated with the Category 3 services are outlined in the Rate table below. This type of service would be billed on an hourly basis and as stated in the RFP, "Any services in this category will be performed only if authorized separately by the District and will be documented in a work order executed by both parties. Compensation will be on a time and materials basis, at the hourly rates specified in Proposers proposal."

Our approach for Category 3 services will be gather the requirements of any special project and work to develop a budget for the request. We will then manage the work to be done through our ticketing platform and treat as either a project or standard ticket depending on the scope and timeline.



Rates

Think Connected's current rate structure for different implementation roles is based on the below table. These are the rates you would expect to use for any provided service undertaken by Think Connected in 2019/2020. These rates are fully burdened and inclusive of all direct labor costs, insurance, travel, overhead, and profit, and include any necessary tasks as part of this statement of work including activities such as personal computers, printers, phones, etc.

We anticipate an Initial Assessment and Onboarding at the onset of providing IT Services to utilize 25 hours of billable time. This would equate to \$3,750 in addition to the initial monthly service amount during the first month only.

POSITION	HOURLY RATE
Principal in Charge	\$220
System Administrator	\$145
Desktop Engineer	\$135

***NOTE: Rates are subject to a 3.5% increase per year.**



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

ATTACHMENT A COST PROPOSAL FORM



Board of Harbor Commissioners

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

John Moren, Interim General Manager
 Trisha Ortiz, District Counsel

COST PROPOSAL FORMS

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

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

Scope of Services Task	Lump Sum Rate	Estimated Hours per Month	Estimated Total per Month
Category 1	***\$4,350	30	***\$4,350
Category 2	***\$2,175	15	***\$2,175
Category 3	See Rate Table in Proposal (p22)		
Estimated Reimbursements			

*Lump Sum Rate should include overhead costs as listed above. Time spent traveling to and from District offices and any travel costs associated with such travel is not reimbursable.

**Estimated Hours should be based on comparable size and complexity of similar entity.

*** Rates are subject to a 3.5% increase per year.

The Cost Proposal Form must be signed on the next pages (page 2 or 3 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

documents submitted with these Cost Proposal Forms.

DOCUMENTS TO ACCOMPANY COST PROPOSAL:

Items 7 A-F of the Proposal Content must accompany the Cost Proposal for a Proposal to be deemed responsive.

NAME UNDER WHICH BUSINESS IS CONDUCTED - Think Connected

CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT

Name: Tom Ivers

Business Address: 365 Main Street

City/State/Zip: San Francisco, CA 94105

Telephone Number: 415-659-9913

Facsimile Number: 510-291-3076

Email Address: tivers@thinkconnected.com



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

MANDATORY SIGNATURE(S)

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

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

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

Entity Name: Think Connected, LLC

By: *Debra G...*

Title: MANAGING MEMBER

By: *Thomas J. ...*

Title: *Managing Member*

Incorporated under the laws of the State

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

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

Joint Venture Name: _____

By: _____ Title: _____

By: _____ Title: _____

Think Connected, LLC



**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

**ATTACHMENT C
ACKNOWLEDGEMENT OF ADDENDA**



IT Support Services – RFP2019-10

TOM IVERS
DEREK GRUNEWALD
MICAH MITCHELL
December 3, 2019



Agenda

- Company Overview
- Our Services and Methodology
- Staff Introductions
- Customer Success Stories
- IT Needs of the District
- Our Approach
- Recommendations
- Why Think Connected?
- Q&A



Company Overview

Our Mission: To deliver responsive IT services that provide maximum value to our customers while building the trust and credibility to forge long-term relationships.

We are passionate about IT and helping people

We are IT professionals passionate about technology and helping organizations achieve their IT goals. We embody an environment of teamwork and striving to give 100% in our delivery of IT services. We are people who care about other people and love giving them a helping hand.

Appreciating our people

It is a company tenet to ensure our employees are happy. We meet with our employees, help with their career goals, and provide competitive compensation. It is our goal to make our people better professionals and people. We do everything within our power to retain our valued employees.

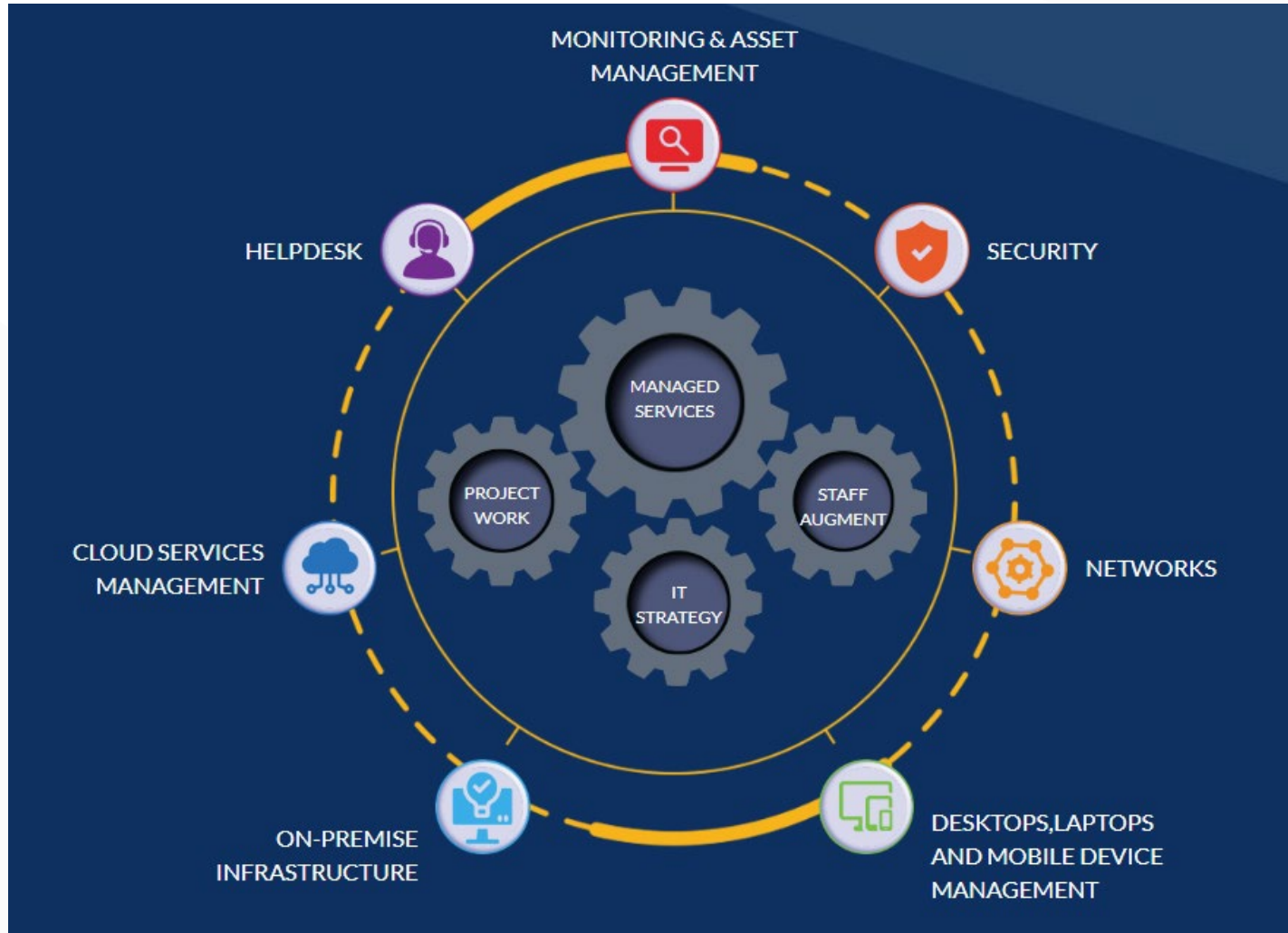
Community Minded

We value our community and want to give back. Some of our giving endeavors include:

- Little League
- Boy Scouts
- Glide meal preparation
- School Donations
- Peninsula Humane Society for Senior Pet Assisted Therapy
- School fundraising and volunteering
- Beach clean-up days
- JDRF (Junior Diabetes Research Foundation)



Our Services







Staff Introductions

- Tom Ivers, President and Co-founder
- Derek Grunewald, Head of Operations and Co-founder
- Micah Mitchell, Senior IT Administrator
 - 10+ years' experience
 - Government and public agency experience includes, HUD based Housing Authorities, Fire Departments and Ambulance EMS stations.
 - Specialties include: Server and Network management, Office 365 deployment and support, Voice and data networking, end-user training, project planning and assessment.
- Dan MacKenzie-Oneill, IT Administrator
 - 5+ years' experience
 - Specialties include: Desktop Support, Server and Active Directory Administration, Cloud Infrastructure, Network Management, and Backup Management



Customer Success Stories

Company	Before	After
<u>Bay Area Community Resources</u> - Customer Since 2013 - Industry: Non-profit - Locations: 15	<ul style="list-style-type: none">• Outdated and unreliable server and backup infrastructure.• Expensive and slow multi-site networking infrastructure.• Growth plans (additional sites) with long delivery cycle for tech deployment.• Failed previous PCI security audit.• Lack of change management and technology architecture and deployment standards.	<ul style="list-style-type: none">• Designed and implemented a contemporary, cost-effective, and standardized multi-site network, server and backup infrastructure with comprehensive monitoring.• Multi-site network architecture replacing expensive MPLS network with SD-WAN on renegotiated ISP contracts.• We worked with a 3rd party to complete and pass a PCI security audit.
<u>Goodwill (SF, SM, and Marin Counties)</u> - Customer Since 2017 - Industry: Non-profit - Locations: 20 (HQ 19 retail stores)	<ul style="list-style-type: none">• Staff computers were on outdated operating systems and versions of MS Office.• A high-profile donor relationship was strained, and the Board needed action to be taken.• Documentation was lacking to the extent of the IT staff not knowing what servers and systems were needed to be operational.• Monitoring of the critical business systems was not in place.• Several IT projects were started by the previous MSP, but never finished.	<ul style="list-style-type: none">• Implemented widespread monitoring to proactively monitor and improve uptime.• Consolidate the infrastructure from 16 physical servers down to 5 physical servers.• Became interim-IT Director after loss of several key resources and managed the department while assisting in the rebuilding process.• We automated and performed upgrade of ~600 computers to Windows 10 and Office 2016.• IT projects were reviewed and completed without issue (O365 migration, HQ move, etc.).



Customer Success Stories cont'd

Company	Before	After
<p><u>Ravenswood City School District</u></p> <ul style="list-style-type: none">- Customer Since 2017- Industry: Public School District- Locations: 7 (District office and 6 schools)	<ul style="list-style-type: none">• Did not have a budget or project management staff to refresh all technology in the district.	<ul style="list-style-type: none">• Developed an infrastructure refresh budget and presented to the school board. This was based on a collaborative assessment of the environment with the District IT staff.• After passing Bond Measure H, our budget assessment was used as the basis for appropriation of the monies to implement the infrastructure refresh.• Subsequently, we were engaged by the District to create the RFPs and to serve as Project Manager for the project implementation (currently occurring).



IT Needs of the District

- Key areas of IT Support
 - Management of the server and network infrastructure (LAN/WAN/VPN)
 - Monitoring of servers, networks, backups and critical applications
 - Management of the email platform
 - Migration of the on-premise file system to SharePoint Online
 - End-user desktop and application support across the three locations
 - Onboard/Offboard of District staff
 - Support of the harbor locations and the associated access control software
 - Support and management of the VoIP (8x8) and POTS (AT&T) lines across the District
 - Monitor and maintain the security and endpoint anti-virus protection
 - Twice per year security/vulnerability scans
 - Maintaining up to date documentation and inventory of the environment
 - Provide vision and recommendations for improvements to systems and business process
 - Annual assessment report of the IT infrastructure
- Supplemental areas of IT Support
 - Assistance in compliance with the California Public Records Act requirements
 - Help with website management



Our Proposal

- Dedicated account staff – Account Manager, Primary and Secondary Technical Representatives
- Transparency in communication and billing
- Our onboarding process will provide a thorough picture of the IT infrastructure and systems and allow us to create targeted recommendations.
- Standardized monitoring and alerting.
- Remote support is performed through installed agents on all endpoints.
- Change controls are in place to ensure changes made to the computing environment are reviewed, deemed needed, and documented.
- Passionate delivery of responsive IT support and proactive management of your environment.
- We will provide remote and onsite support when needed to resolve any issues that arise.
- Monitoring sends alerts to our ticketing system for investigation and resolution.
- Incidents occurring afterhours will notify our on-call technician and be triaged based on severity.
- We have strong experience with hosted Office 365 ecosystem (Exchange, SharePoint, Teams, OneDrive) and will be able to support these systems.



Recommendations and Things to Consider

- Upgrade Server 2008 and Windows 7 operating systems
- Move file shares to SharePoint Online
- Add a secondary Domain Controller for redundancy
- Redundant ISP connections where needed
- Utilizing SD-WAN instead of the site-to-site VPN
- Utilize Microsoft Azure for Disaster Recovery and Backup
- Incorporating a SIEM in the environment for next generation security functionality
- Upgrading network switches to managed hardware



Why Think Connected?

- We have ample experience in successfully serving customers of similar size and needs of the District.
- We have a proven track record of delivering IT Services and have retained some of our longest clients for over 15 years.
- Our primary objective is to put together a proactive and transparent roadmap to meet the District's present and future needs.
- We will provide nimble and responsive support.
- The owners are also operators and you can call us any time you feel that we can be serving you better. No one is better equipped or more incented to ensure you are a satisfied customer.



Q&A

- Open to Q&A session

PROFESSIONAL SERVICES AGREEMENT
RELATIVE TO
REQUEST FOR PROPOSALS (RFP) NO. 2019-10-IT,
INFORMATION TECHNOLOGY SUPPORT SERVICES

THIS AGREEMENT is made as of the 19th day of December 2019, by and between the SAN MATEO COUNTY HARBOR DISTRICT (hereinafter referred to as "District") and Think Connected (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with Request for Proposals (RFP) No. 2019-10-IT, *Information Technology Support Services*, and

WHEREAS, the District has issued an RFP dated October 23, 2019, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated November 19, 2019, a copy of which is attached and incorporated as Exhibit B.

WHEREAS, on December 18, 2019, the District's Board of Harbor Commissioners authorized award of the Agreement to the Consultant.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

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

2. SCOPE OF SERVICES

The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TERM

The Consultant shall commence work upon the District's issuance of a written notice to proceed. Unless the Agreement is terminated sooner pursuant to Section 20, the term of this Agreement is for 3 years. At the District's sole discretion, it may extend the term of this Agreement for up to three additional one-year terms. The District will provide notice of its intention to extend the term at least 60 days before expiration of the base term, or of any option term.

4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Tom Ivers shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The Consultant agrees to perform all of the tasks described in Exhibits A and B as "Category 1" at the monthly rate of \$4,350.00. The Consultant agrees to perform all of the tasks described in Exhibits A and B as "Category 2" for the lump sum of \$2,175.00. These amounts include labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Consultant.

In the event the District requests Consultant to perform any additional services, the parties will agree on the cost of such services, either on an agreed-upon lump sum amount, or on a time and materials basis at the hourly rates listed in Exhibit B. The District will pay the Consultant in accordance with Section 13.

6. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the District's Communications Analyst and the Consultant's Desktop Engineer.

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

District:

San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
P.O. Box 1449
El Granada, CA 94018
Attention: Director of Administrative Services

Consultant:

Attention: _____

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

7. OWNERSHIP OF WORK

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District

shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

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

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

8. CONFIDENTIALITY

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

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

9. USE OF SUBCONTRACTORS

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 7. The Consultant shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

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

proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

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

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

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

12. INSURANCE

(A) Types of Insurance

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

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

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

(1) Commercial General Liability Insurance

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

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

(2) Business Automobile Liability

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

(3) Workers' Compensation and Employers' Liability Insurance

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

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

(4) Professional Liability Insurance

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

(30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

(B) General Insurance Requirements

(1) Acceptable Insurance

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

(2) Procure and Maintain Insurance

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

(3) Terms of Policies

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

(4) Self-Insurance

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

(5) Deductibles and Retentions

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

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, subcontractor, or any of

their officers, directors, employees, agents, or suppliers, even if the Consultant or subcontractor is not a named defendant in the lawsuit.

(C) Evidence of Insurance and Endorsements

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

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

(D) Consequence of Lapse

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

13. MANNER OF PAYMENT

The Consultant shall submit a billing statement at the end of each month. For Category 1 services, the billing statement shall outline the services performed during the billing period and invoice for the lump sum monthly amount described in Exhibit B. For Category 2 services, upon completion of all work and the District's final acceptance, the Consultant shall submit a billing statement describing the work performed and invoice for the total lump sum amount described in Exhibit B. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONSULTANT'S STATUS

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

15. ASSIGNMENT

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

16. DISTRICT WARRANTIES

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

17. DISTRICT REPRESENTATIVE

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

18. DISPUTE RESOLUTION

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

19. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Consultant and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its subconsultants shall permit the District or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

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

20. TERMINATION

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

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

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

21. EQUAL EMPLOYMENT OPPORTUNITY

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

22. NON-DISCRIMINATION ASSURANCE

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. race, color, national origin, or sex in the performance of this Agreement. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

23. CONFLICT OF INTEREST

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further

covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

24. PUBLICITY

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

25. ATTORNEYS' FEES

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

26. WAIVER

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

27. SEVERABILITY

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

28. NO THIRD-PARTY BENEFICIARIES

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

29. APPLICABLE LAW

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

30. BINDING ON SUCCESSORS

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

31. ENTIRE AGREEMENT; MODIFICATION

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

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

FOR THE SAN MATEO COUNTY HARBOR DISTRICT:

By: _____

Title: General Manager

ATTEST:

By: _____

Title: Deputy Secretary of the District

APPROVED AS TO FORM:

By: _____

Title: Attorney for the District

FOR THE CONSULTANT:*

By: _____

Title: _____

By: _____

Title: _____

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

Request for Proposals

RFP 2019-10

for

**INFORMATION TECHNOLOGY SUPPORT
SERVICES**



SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGES</u>
NOTIFICATION INVITING PROPOSALS	N-1
PROPOSAL REQUEST	RFP-1
PROPOSAL TIME-LINE.....	RFP-1
SUBMITTAL OF PROPOSALS	RFP-2
DESCRIPTION OF DISTRICT.....	RFP-3
BACKGROUND	RFP-4
SCOPE OF SERVICES.....	RFP-5
PROPOSAL CONTENT	RFP-5
WITHDRAWAL OF PROPOSAL	RFP-7
SELECTION CRITERIA	RFP-7
SELECTION PROCESS.....	RFP-8
CONTRACT AWARD	RFP-9
PROTEST PROCEDURES	RFP-11
CONFLICT OF INTEREST	RFP-11
CONFIDENTIALITY	RFP-12
EX PARTE COMMUNICATION.....	RFP-12
WAIVER.....	RFP-13

ATTACHMENTS:

- Attachment A – Cost Proposal Form
- Attachment B – Sample Professional Services Agreement
- Attachment C – Acknowledgement of Addenda
- Attachment D – Scope of Services

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2019-10

INFORMATION TECHNOLOGY SUPPORT SERVICES

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the Administration Offices of the San Mateo County Harbor District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 1449, El Granada, CA 94018; or by courier or personal delivery to the San Mateo County Harbor District, 504 Avenue Alhambra, 2nd Floor, El Granada, CA, by **November 19, 2019, at 4:00 p.m., Pacific Time**, for the following:

REQUEST FOR PROPOSALS (RFP) 2019-10

PROPOSAL FOR: Information Technology Support Services

The San Mateo County Harbor District ("District") is requesting proposals from information technology firms with a minimum of five (5) years' experience. Experience with public agencies is desirable.

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

Requests for modifications or clarifications of any requirement must be submitted in writing by email to: jvanhoff@smharbor.com, or by U.S. Mail to U.S. Postal Service address above. All such requests must be received in District's office by **November 5, 2019, at 4:00 p.m., Pacific Time**.

Potential Proposers have the option to attend an optional pre-bid site visit scheduled on **October 30, 2019 at 9:00 a.m.** The site visit will include three locations including the Administration office in El Granada (9:00 a.m.), Pillar Point Harbor (9:45 a.m.), and Oyster Point Marina in South San Francisco (11:00 a.m.). These times may be adjusted as needed.

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

The RFP Documents are available for download on the District's website. To download the documents, go to the District's website home page at <http://www.smharbor.com>, click on Bids/RFPs, scroll down to RFP 2019-10.

Downloading RFP documents from the District's website does not imply your firm is a potential proposer nor will your name automatically appear on the District's "List of Potential Proposers." In order to be included on the "List of Potential Proposers", the District requests that all potential Proposers complete the "Bids/RFPs Form" posted with the RFP Documents at smharbor.com/bids-rfps.

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

If you have any issues downloading the RFP documents from the website or would like hard copies mailed to you, please contact the District's Office by email at jvanhoff@smharbor.com or by telephone at (650) 583-4400.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

1. PROPOSAL REQUEST

The San Mateo County Harbor District (District) requests Proposals from qualified Information Technology firms for Information Technology Support Services: to maintain the District's IT and communications infrastructure and network; to set-up and configure new computers/peripherals; to provide required end-user support; to develop a long range strategic plan for its future IT infrastructure, equipment and service needs; and to provide as-needed Cloud Computing Services to transition and augment the District's computing environment in areas such as disaster recovery services and emerging technologies.

The duration of the contract awarded as a result of this RFP is expected to be three years from the date of execution of the agreement.

The District is in the process of composing an RFP for an Enterprise Resource Planning (ERP) system and may need the insight of the selected IT firm to help with this transition.

The District may also seek services such as acquiring, configuring, monitoring and assessing the use of new devices and systems, as well as support to ensure compatibility between all systems and hardware.

2. PROPOSAL TIME-LINE

Listed below is the Proposal Timeline that outlines pertinent dates of which Proposers should make themselves aware:

October 30, 2019 at 9:00 a.m.	Prebid Site Visit to Administration office, PPH, and OPM (Optional)
November 5, 2019 at 4:00 p.m.	Written Questions and Requests for Modifications or Clarifications are due
November 12, 2019 at 4:00 p.m.	Response to Questions and Requests for Modifications or Clarifications posted to District website
November 19, 2019 at 4:00 p.m.	Proposals Due
December 3, 2019	Proposer Interviews by Evaluation Committee Members
December 18, 2019 at 6:30 p.m.	Committee to Present Recommendation to Harbor Commission Board

These dates are subject to revision at the District's discretion.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

3. SUBMITTAL OF PROPOSALS

A. Requests for Modifications or Clarifications of the Proposal Specifications

Any requests for modifications or clarifications of the Request for Proposal shall be submitted in writing to the District Office at jvanhoff@smharbor.com by November 5, 2019, at 4:00 p.m. Any interpretation, change, or correction of said Request for Proposal will be made by Addenda only, duly issued by the District Office no later than November 12, 2019, at 4:00 p.m. Proposers should check the District's website at <http://www.smharbor.com> and click on Bids/RFPs for any Addenda that may be issued relative to this RFP.

The District intends on notifying Potential Bidders/Proposers of Addenda if the District has been notified by the Bidder/Proposer of such intent. All oral modifications of RFP requirements and conditions are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

B. Proposal Due Date

Proposers are requested to submit one (1) original, five (5) hard copies, and one (1) flash drive or thumb drive containing an electronic searchable PDF and word.doc copy of the Proposal to the District. In case of any discrepancies, the original will be considered by the District in evaluating the Proposal. The electronic version is provided for the District's administrative convenience only.

Proposals shall be submitted in a sealed envelope marked, "**REQUEST FOR PROPOSALS (RFP) 2019-10 - Information Technology Support Services**" and plainly endorsed with Proposer's name and address.

Proposals shall be sent or delivered to the following address:

Mail To:

San Mateo County Harbor District
P.O. Box 1449
El Granada, CA 94018
Attention: Deputy Secretary

Hand Deliver To:

San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
El Granada, CA 94018
Attention: Deputy Secretary

Proposals must be received no later than **November 19, 2019, at 4:00 p.m. Pacific Time**. Proposals received after the time and date specified will not be considered. The District is not

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

responsible for deliveries delayed for any reason. The time received by the Deputy Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

Each Cost Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal, as specified on the Cost Proposal Form. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve **December 3, 2019** as the tentative day planned for finalist interviews. It is requested that the attendees be restricted to those individuals who will have direct involvement with the proposed services.

C. Proposal Forms and Sample Documents

The following documents are included in this Request for Proposals (RFP). Attachments A and C must be completed and submitted with the Proposal.

Attachment A	Cost Proposal Form
Attachment B	Sample Professional Services Agreement
Attachment C	Acknowledgment of Addenda
Attachment D	Scope of Services

4. DESCRIPTION OF DISTRICT

The San Mateo County Harbor District was established, in 1933, by a Resolution of the Board of Supervisors, who established the entire area of the County of San Mateo as the District's boundaries.

Pillar Point Harbor (PPH) is a well-protected working harbor known for its active commercial, recreational, and fishing opportunities. One of the hallmarks of the harbor is its direct fishermen-to-public fish sales that not only provides stable prices for fishermen but also a fantastic market and tourism experience for visitors. In 2013, PPH was the sixth highest-earning port and seventh by landings in weight in California. PPH enjoys both an inner and outer breakwater, making it one of the safest harbors in the United States, and hosts 369 berths.

The District took over operation of Oyster Point Marina and Park from the City of South San Francisco in 1977. This recreational marina currently has 408 berths, onshore facilities, and partners with other business/agencies to provide ferryboat service to the East Bay, dining cruises, and marine educational programs.

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2019-10

INFORMATION TECHNOLOGY SUPPORT SERVICES

The District is governed by a five-member Board of Harbor Commissioners who are elected for staggered four-year terms. District revenues are approximately \$12.0 million including operating revenue of \$4.4 million (land and sea/bay rents and fees) and non-operating revenue of \$7.6 million which is primarily from property tax. The District employs approximately 40 full-time staff members. Additional information can be found on the District’s website at www.smharbor.com.

5. BACKGROUND

The District operates a mixture of approximately 50 desktop, laptop and tablet computers distributed among the three physical locations: Pillar Point Harbor (“PPH”), Oyster Point Marina/Park (“OPM”) and the Administration office (“Admin”), with the main server being located at Administrative offices in El Granada. The LAN (Local Area Network) operated by the District consists of one physical server (Dell PowerEdge R430, running VMware ESXI 6.5.0 Build 8294253) with two virtual server applications. This serves as the District’s primary server for its three locations. An additional server operates as a terminal server at one of its harbor locations. The servers are listed below, including the purpose of each one:

Server Name	Server Specifications	Purpose of Server
SMCHD-DC	Windows Server 2012 R2 64bit	Domain Controller server
SMCHD-AP	Windows Server 2012 R2 64 bit	Fund Balance Server (Accounting System)
SMCHD-FS	Windows Server 2012 R2 64 bit	File Server
SMCHD-ARC	Windows Server 2008 R2 64 bit	Archiving File Server
SMCHD-OPM-TMP	Windows Server 2008 STN 32bit	TMP Access for Oyster Point Marina
SMCHD-PPH-TMP	Windows Server 2008 STN 32bit	TMP Access for Pillar Point Harbor
FB-RDP	Windows 7 Pro 64bit	FB- Remote access User

Workstations throughout the District are all mostly updated to Microsoft Windows 10, with the exception of those that are required to run the current marina management software and must run Windows 8. All computers are equipped with some version of Microsoft Office. Some equipment is currently inactive and may be held in reserve to serve as “spares” in the event of a malfunctioning workstation. Additionally, the District operates 8 printers, 4 firewalls, and 2 switches.

The District uses Comcast Business for internet service, and the firewalls in all locations are FortiGate 60E. Pillar Point Harbor, Oyster Point Marina, and the Oyster Point Marina Warehouse are connected to the Admin office over a Live tunnel (G2G VPN).

The nature of the services provided will be ongoing, and the company chosen will need to work closely with in-house staff to provide support as needed or instructed. Services could include: ensuring proper implementation of new technology, general management and operation, existing

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

system maintenance and troubleshooting, providing technical support for future systems as well as purchases of equipment, software, and licenses. The District anticipates an agency-wide transition to a new Enterprise Resource Planning system, as well as cloud-based storage and will require recommendations and support throughout the transition including IT process improvement and optimization.

6. SCOPE OF SERVICES

See Attachment D, Scope of Services.

7. PROPOSAL CONTENT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals conform to the following basic format. The successful Proposer is expected to provide services as outlined in this RFP, and Proposer shall prepare its response to fully address its ability to satisfy these components. Although the District is not specifying a page limit, clarity and conciseness are essential and will be considered during Proposal evaluation. All proposals have two components, the Technical Proposal and the Cost Proposal. All pricing information shall be submitted separately on the Cost Proposal Form provided. The Technical Proposal will consist of items 7A-F below. The Cost Proposal will consist of item 7G below.

A. Cover Letter

The signed cover letter should be on company letterhead clearly stating the firm name of the Proposer, business address, telephone and email address.

The following information should be provided:

- Introduce the firm and summarize its qualifications.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- A statement that binds the Proposer to the proposed Scope of Services and Cost Proposal for **one hundred and twenty (120) calendar days**.
- Confirm acceptance of or indicate exceptions to the Sample Agreement. See Subsection 11.B.
- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. See Section 13.

B. Approach to Scope of Services

A demonstration of the Proposer's understanding of the proposed Scope of Services (Attachment D) is required as part of the Proposal. With respect to each task described in the Scope of Services, discuss your approach and methodology for performing the services. Describe how you

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

would staff each task, the level of effort required for each task, and how your staff would coordinate with and respond to District staff.

C. Proposer's Qualifications and Experience

- Proposers must have at least five years of experience providing similar IT Support services to other similarly sized organizations.
- Professional certifications from recognized organizations (e.g., CompTIA – Computing Technology Industry Association, Microsoft, Cisco, etc.)

The following information should be included in the Proposal:

- 1) A brief description of the Proposer's qualifications for the Scope of Services and previous experience on similar or related work performed for local governmental agencies, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer's effort (i.e., cost and period of time).
- 2) The names of key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:
 - a) A description of their qualifications and background, and number of years of experience in performing IT services;
 - b) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
 - c) A description of their experience with public agency clients and with special districts, specifically harbor and port district agencies, if any.
- 3) Provide contact information for three references for which the Proposer has provided similar services to those described in these solicitation documents within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed if not already detailed under Section 7.C(2) above.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

D. State the Size, Structure, and Location(s) of Firm

Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the District's account and a listing of the names and titles of the staff who will support the District's account and describe the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person.

E. Financial Stability

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

F. Acknowledgement of Addenda (Attachment C), if applicable

G. Cost Proposal

The Proposer shall submit a cost proposal, attached herewith as Attachment A, based on an hourly payment by a set rate inclusive of all expenses and corresponding information regarding unburdened hourly rate. Additionally, the Proposer shall submit an estimate of hours based on a comparable entity and any anticipated reimbursable expenses.

8. WITHDRAWAL OF PROPOSAL

Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal any time before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the District Office at jvanhoff@smharbor.com. Making the request by telephone is not acceptable.

9. SELECTION CRITERIA

The District intends to award a Contract to the most qualified, responsible firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, the District will consider the Proposal material submitted, oral interviews (if applicable), additional information requested by the District, client references and any other relevant information about a given Proposer. The following criteria will be used by the District's Evaluation Committee in the evaluation of the Proposals:

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

A. Proposal Understanding and Approach to the Scope of Services **0 - 25 Points**

Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

- 1) Knowledge of the services required as it relates to the District's needs; and
- 2) Approach to the Scope of Services.

The Proposer's overall approach to providing services will be assessed for its effectiveness, feasibility, responsiveness to the Scope of Services, and thoroughness.

B. Proposer's Qualifications and Experience **0 - 40 Points**

The capabilities of each responding Proposer will be evaluated in these specific areas:

- 1) The Proposer's experience and performance on comparable government engagements;
- 2) Experience and qualifications of staff assigned to the District (identified by name), the quality of such staff, and the proper balance of relevant skills;
- 3) Work performed for recent clients and references; and
- 4) Financial stability of the firm.

C. Cost Proposal **0 - 35 Points**

The cost proposal will be evaluated based on hourly rates of staff proposed, reimbursable costs identified, and adequacy of estimated hours to provide IT services.

10. SELECTION PROCESS

The District may reject any Proposal in which the approach, qualifications, or costs are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any or all Proposers regarding their Proposals and may request modified Proposals or best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the District.
- C. Checking references of firm and key personnel.
- D. Checking the firm's financial stability.

Upon completion of the final selection process, the District will rank each firm in accordance with the Selection Criteria above. The District may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firm, or, at its sole discretion, the District may reject all remaining proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This RFP does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right, in its sole discretion, to accept the Proposal it considers most favorable to the District's interest and the right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

11. CONTRACT AWARD

A. Recommendation for Contract Award

The Evaluation Committee shall make a recommendation to the Board of Harbor Commissioners. If an award of Contract is made, the District Board of Harbor Commissioners reserves the right to award the Contract to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to the District and best meets the requirements of the District, including technical approach, qualifications, and cost.

B. Form of Professional Services Agreement

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is provided as Attachment B.

If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

Attention is directed in particular, to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement, Attachment B.

C. Time for Execution of Contract

The Proposer to whom award is made shall execute the Professional Services Agreement with the District within ten (10) calendar days after receiving it for execution. If the Proposer to whom award is made fails to enter into the Contract as provided, the award may be annulled and an award may, at the discretion of the District Board of Commissioners, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Commissioners. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

D. Manner of Execution of Contract

If the Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one (1) of them.

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

If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

E. Documents Deemed Part of Contract

The RFP, including all attachments, RFP Addenda, if any, the Consultant's Proposal as accepted by the District, and approved Contract amendments, will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall include the documents listed below, in the following order of precedence:

- 1) Contract Amendments
- 2) Professional Services Agreement
- 3) Addenda (if any) to RFP
- 4) RFP
- 5) Consultant's Proposal, as accepted by the District

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

12. PROTEST PROCEDURES

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure must be filed in writing with designated District personnel, at jvanhoff@smharbor.com, at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the Evaluation Committee recommendation for award of the Contract shall be submitted in writing to the Deputy Secretary of the District within forty-eight (48) hours of receipt of notice of Evaluation Committee recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Failure to comply with any of the requirements set forth in the District's written Proposal Protest Procedures may result in rejection of the protest.

13. CONFLICT OF INTEREST

By submitting a Proposal, the Proposer represents and warrants that no Commissioner, officer, or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

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

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. No person previously in the position of Harbor Commissioner, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the District, or any Commissioner, officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The Proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the Proposer must disclose all known organizational conflicts of interest. An organizational conflict

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

See Sample Professional Services Agreement- Attachment B for additional conflict of interest provisions that will be in effect during the Contract term.

14. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

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

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

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

15. EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with a Commissioner, officer, employee, or agent of the District, with the exception of the Directors of the District and, Deputy Secretary of the District regarding this RFP until after a Notice to Proceed has been issued

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication regarding this RFP between a Proposer (or the Proposer's representative) and the District's General Manager, Commissioner, officer, employee or agent, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

16. WAIVER

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in this RFP including attachments and addenda; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by this RFP including attachments and addenda.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

**ATTACHMENT A
COST PROPOSAL FORM**

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

COST PROPOSAL FORMS

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

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

Scope of Services Task	Hourly Rate*	Estimated Hours per Month**	Estimated Total per Month
Category 1			
Category 2			
Category 3			
Estimated Reimbursements			

*Hourly Rate should include overhead costs as listed above. Time spent traveling to and from District offices and any travel costs associated with such travel is not reimbursable.

**Estimated Hours should be based on comparable size and complexity of similar entity.

The Cost Proposal Form must be signed on the next pages (page 2 or 3 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all documents submitted with these Cost Proposal Forms.

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

DOCUMENTS TO ACCOMPANY COST PROPOSAL:

Items 7 A-F of the Proposal Content must accompany the Cost Proposal for a Proposal to be deemed responsive.

NAME UNDER WHICH BUSINESS IS CONDUCTED

CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT

Name:

Business Address:

City/State/Zip:

Telephone Number:

Facsimile Number:

Email Address:

MANDATORY SIGNATURE(S)

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

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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

Entity Name:

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State

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

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

Joint Venture Name: _____

By: _____ Title: _____

By: _____ Title: _____

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

**ATTACHMENT B
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

SAMPLE PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
RELATIVE TO
REQUEST FOR PROPOSALS (RFP) NO. 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

THIS AGREEMENT is made as of the _____ day of _____, 2019, by and between the SAN MATEO COUNTY HARBOR DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with Request for Proposals (RFP) No. 2019-10, *Information Technology Support Services*, and

WHEREAS, the District has issued an RFP dated _____, 2019, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated _____, 2019, a copy of which is attached and incorporated as Exhibit B.

WHEREAS, on _____, 2019, the District's Board of Harbor Commissioners authorized award of the Agreement to the Consultant.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

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

2. SCOPE OF SERVICES

The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

3. TERM

The Consultant shall commence work upon the District's approval of the Agreement. Unless the Agreement is terminated sooner pursuant to Section 19, the term of this Agreement is for three (3) years. At the District's sole discretion, it may extend the term of this Agreement for up to three additional one-year terms. The District will provide notice of its intention to extend the term at least 60 days before expiration of the base term, or of any option term.

4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The Consultant agrees to perform Information Technology Support Services as outlined in the Request for Proposals (Exhibit A) and will bill the District at a rate of \$_____ per hour. These amounts include labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Consultant.

The District will pay the Consultant in accordance with Section 13.

6. NOTICES

All communications relating to the day-to-day activities shall be exchanged between the District's Communications Analyst and the Consultant's _____.

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

District:

San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
P.O. Box 1449
El Granada, CA 94018
Attention: Director of Administrative Services

Consultant:

Attention: _____

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

7. OWNERSHIP OF WORK

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

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

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

8. CONFIDENTIALITY

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

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

9. USE OF SUBCONTRACTORS

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 7. The Consultant shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

11. RESPONSIBILITY; INDEMNIFICATION

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

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

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

12. INSURANCE

(A) Types of Insurance

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

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

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

Agreement and will be at the sole cost and expense of the Consultant (or its subconsultant(s)).

(1) Commercial General Liability Insurance

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

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

(2) Business Automobile Liability

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

(3) Workers' Compensation and Employers' Liability Insurance

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

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

(4) Professional Liability Insurance

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

(B) General Insurance Requirements

(1) Acceptable Insurance

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

(2) Procure and Maintain Insurance

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

(3) Terms of Policies

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

(4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

(5) Deductibles and Retentions

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

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

(C) Evidence of Insurance and Endorsements

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

- (1)** The Consultant will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- (2)** That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- (3)** Such insurance shall include as additional insureds the District, and its respective commissioners, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- (4)** The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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

(D) Consequence of Lapse

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

13. MANNER OF PAYMENT

The Consultant shall submit a billing statement at the end of each month. The billing statement shall outline the services performed during the billing period and the location of those services (i.e. Admin, PPH, or OPM). The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONSULTANT'S STATUS

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

15. ASSIGNMENT

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

16. DISTRICT WARRANTIES

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

17. DISTRICT REPRESENTATIVE

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

18. DISPUTE RESOLUTION

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

19. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Consultant and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its subcontractors shall permit the District or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

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

20. TERMINATION

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

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

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

21. NONDISCRIMINATION

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

22. CONFLICT OF INTEREST

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

23. PUBLICITY

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

24. ATTORNEYS' FEES

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

25. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

26. SEVERABILITY

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

27. NO THIRD-PARTY BENEFICIARIES

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

28. APPLICABLE LAW

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

29. BINDING ON SUCCESSORS

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

30. ENTIRE AGREEMENT; MODIFICATION

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

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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

SAN MATEO COUNTY HARBOR DISTRICT

By: _____
Title: General Manager

Date: _____

NAME OF COMPANY

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

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

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

**ATTACHMENT C
ACKNOWLEDGEMENT OF ADDENDA**

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

SAN MATEO COUNTY HARBOR DISTRICT

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: _____

Firm: _____

Print Name: _____

Signature: _____

Title: _____

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

**ATTACHMENT D
SCOPE OF SERVICES**

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

SCOPE OF SERVICES

INTENT

The District currently does NOT have an IT Department and is currently using an outside Consultant service to provide maintenance and support on an as-needed basis for its user community. The District intends to continue with this third-party IT support service model.

Therefore the San Mateo County Harbor District (“District”) is requesting proposals from qualified, professional technology Consultants for Information Technology Support Services: to maintain the District’s IT and communications infrastructure and network, to set-up and configure new computers/peripherals, to provide required end-user support, and to develop a long range strategic plan for its future IT infrastructure, including transitioning to an Enterprise Resource Planning (ERP) system and implementing cloud computing, as well as equipment and service needs.

The term of this agreement will be three (3) years. The District may, at its sole discretion, extend the agreement for three additional one-year terms.

BACKGROUND

Servers, Software, Peripherals

The District operates a mixture of approximately 50 desktop, laptop and tablet computers distributed among the three physical locations: Pillar Point Harbor (“PPH”), Oyster Point Marina/Park (“OPM”) and the Administration office (“Admin”), with the main server being located at Admin in El Granada. The LAN (Local Area Network) operated by the District consists of one physical server (Dell PowerEdge R430, running VMware ESXI 6.5.0 Build 8294253) with two virtual server applications. This serves as the District’s primary server for its three locations. An additional server operates as a terminal server at one of its harbor locations. The servers are listed below, including the purpose of each one:

Server Name	Server Specifications	Purpose of Server
SMCHD-DC	Windows Server 2012 R2 64bit	Domain Controller server
SMCHD-AP	Windows Server 2012 R2 64 bit	Fund Balance Server (Accounting Software)
SMCHD-FS	Windows Server 2012 R2 64 bit	File Server
SMCHD-ARC	Windows Server 2008 R2 64 bit	Archiving File Server
SMCHD-OPM-TMP	Windows Server 2008 STN 32bit	TMP Access for Oyster Point Marina
SMCHD-PPH-TMP	Windows Server 2008 STN 32bit	TMP Access for Pillar Point Harbor
FB-RDP	Windows 7 Pro 64bit	FB- Remote access User

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

Workstations throughout the District are all mostly updated to Microsoft Windows 10, with the exception of those that are required to run the current marina management software and must run Windows 8. All computers are equipped with some version of Microsoft Office. Some equipment is currently inactive and may be held in reserve to serve as “spares” in the event of a malfunctioning workstation. Additionally, the District operates 8 printers, 4 firewalls, and 2 switches.

The District uses Comcast Business for internet service, and the firewalls in all locations are FortiGate 60E. Pillar Point Harbor, Oyster Point Marina, and the Oyster Point Marina Warehouse are connected to the Admin office over a Live tunnel (G2G VPN).

The nature of the services provided will be ongoing, and the company chosen will need to work closely with in-house staff to provide support as needed or instructed. Services could include: ensuring proper implementation of new technology, general management and operation, existing system maintenance and troubleshooting, providing technical support for future systems as well as purchases of equipment, software, and licenses. The District anticipates an agency-wide transition to a new ERP system, as well as cloud-based storage and will require recommendations and support throughout the transition including IT process improvement and optimization.

The District has an active website: www.smharbor.com.

ISPs by Location

- PPH – Coastside.net wireless
- OPM – Comcast Business Cable
- OPM Warehouse – Comcast Business Cable
- Admin – Comcast Business Cable

WiFi-Enabled Locations

- Public Access
- Administration Office
- PPH Offices
- OPM Offices

Phone Service/Cell Phones/Communication Devices

- Approximately 15 VOIP phones at Admin
 - Vendor is 8x8
- Approximately 10 landline phones between OPM and PPH (the two harbors)
 - Vendor is AT&T
- Numerous cell phones
 - Predominantly Apple, some android

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

Outside Vendors

The third party software and hardware vendors that connect to the Internet via the District's network serve its operations and accounting needs: electronic security gate and bathroom access at the harbor locations; harbor berth and lessee accounting software, administration software (Microsoft Office, payroll, accounting, and potentially HR software).

SCOPE OF WORK

The primary scope of work is to provide on demand support, routine preventative maintenance service and recommendations for improving existing systems and providing technical support for future designs and purchases of equipment, software, and licenses agreements in coordination with and directed by the District. Consultant will provide general professional services on an as-needed/as-instructed basis primarily during normal business hours: 8:00 a.m. to 6:00 p.m. Monday through Friday, either remotely or on-site. However, the District requests that the vendor be available 24 hours a day 7 days a week, including holidays to support PPH and OPM operations. Scope of work to be performed by Consultant will be coordinated and managed by designated District personnel.

Overview of Services To Be Provided

The qualified vendor would provide necessary technical services, which would enable District to:

- Protect, secure and maintain its technology infrastructure, software, hardware, equipment and facilities.
- Ensure the efficient operation of its networks and related computer and communication systems in its defined user community.
- Enhance its quality of service for departments defined in the enclosed schedules.
- Minimize the spending and maximize the return on investment in technology.

The ideal Consultant will resolve computer systems and network issues in accordance with standard and acceptable Best Practices for maintenance and support benchmarks. The successful Consultant will be expected to have a Help Ticket system and a Help Desk; to organize Help Desk service calls efficiently, either remotely or onsite, and to ensure that there is no significant computer downtime during normal working hours, generally 8:00 a.m. to 6:00 p.m., Monday through Friday. The Consultant is expected to report on status of technology issues and communicate effectively with District departments. The Consultant will also describe the hours of operation for the Help Desk and what happens outside the hours of operation in the event of a major system crash or other urgent need.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

Initial Assessment

In coordination with designated District personnel, review the inventory, assess the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by March 1, 2020 and each January 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.

Services Required

The following types of services will be required of the Consultant, and are subject to change at the discretion of the District: Desktop application support, server and workstation administrative services, network administration services, email, security and backup efforts, planning, and on-demand response, with the assumption that confidentiality will be extended in all services performed. Each type of service is outlined below and designated with Categories to correspond with rates and fees.

The successful Consultant shall perform the following:

Desktop Application Support

Perform basic support functions as needed/requested, including the installation of PC's, laptops, tablets, printers, peripherals, and software.

Diagnose and correct desktop applications issues.

Configure all computers for standard applications.

Identify and correct end user hardware problems and perform advanced troubleshooting.

Server and Workstation Administrative Services

Manage computer network and associated hardware, software, communications and operating systems necessary for the quality, security, performance, availability, recoverability and reliability of the system.

Monitor server performance and capacity management services.

Ensure scheduled preventive maintenance for equipment is promptly performed.

Develop back-up plans and procedural documentation.

Configuration management, including changes, upgrades, patches, etc.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

Support of software products relating to servers and workstations.

Timely response to repair and maintenance work for the user.

Network Administration Services

Maintain and support network equipment, including switches, firewalls, routers and other security devices.

Install and maintain printers, scanners, network devices and other computer peripherals.

Analyze routine configuration changes and install software patches and upgrades as well as minor cabling if needed.

Complete proactive monitoring of network equipment including alert notifications to designated District personnel in the event of device failure.

Monitor and manage network performance and capacity management services, and network troubleshooting.

Maintain network documentation and procedures.

Email

Manage the District's email system and ensure domain names are maintained properly.

Add, delete and/or change employee email accounts as needed by the District; ensure that each email account is working efficiently and effectively free of uninterrupted errors; and ensure that each individual email account can maintain ample server space.

Security and Backup Efforts

Ensure that all servers, desktops and laptops are protected by antivirus software and that adequate firewalls are in place to prevent unwanted intrusion into the District's computer network system.

Systems shall be designed to notify designated District personnel when system securities are breached and or when system hardware is not operating efficiently.

Perform security audits as requested and notify designated District personnel immediately of suspected breach of security or intrusion detection.

Establish and maintain a backup system to prevent loss of data and functionality as well as reduce downtime.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

Configure the District's system to enable remote access in a secure environment and provide remote access administration as requested by the District.

Planning

Assist with planning and designing major system enhancements, including installations and upgrades of new and existing systems (examples include storage system upgrades, redesign of backup systems, etc.).

Provide technical leadership for server technology issues.

Make recommendations for future purchases of hardware, software and technology needs.

Install new servers, software and hardware and transfer data when acquired.

Engage in strategic planning, design and installation/upgrade of core network systems as required by changing District capacity and storage needs.

On Demand Response

Offer on-demand response to the District's IT requests.

Maintain availability during the District's normal business hours.

Perform maintenance service after hours, on weekends, and in situations which would least likely disrupt daily operations (specific times and dates shall be coordinated with designated District personnel).

Confidentiality

Confidentiality of computer information and data is vital. The selected Consultant and their employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law.

Not Included

The contract to be awarded does not obligate the District to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. Replacement parts are not part of this contract. The scope also does not include computer equipment and networks not owned by the District.

SPECIFIC DUTIES AND SERVICES:

Category 1: Support Services and Ongoing Maintenance and Repair

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

In Category 1 services, the Consultant will provide general day-to-day information technology support services and ongoing maintenance and repair of existing network and systems.

The District is looking for a responsive maintenance and support program to accommodate departmental computer system activities and user equipment performance. The District expects the vendor proposal to define, in detail, the approach to be used in the below categories. For each of the Category 1 items, the Proposal should describe its process for performing the services, response time, primary team member to be assigned listing team member credentials, performance metrics and monthly/periodic reporting available to District.

Category 1 services include but may not be limited to, the following:

- Help Ticketing/Help Desk.
- Desktops – hardware, software, virus software, security.
- Software – assist with technical issues.
- PC Hardware – install replacements, upgrades.
- Printers – local and network.
- Personnel movement – technical equipment (not furniture).
- Provide quotes for equipment, desktop software using state contracts.
- Active Directory password control.
- Active Directory maintenance.
- Email maintenance.
- User account maintenance.
- Server maintenance – routine cleanup and monitoring.
- Operating System patching.
- SQL Server Data Base – routine cleanup, monitoring, virus software, security.
- Establish a Management Console.
- Maintain backup programs and scripts; provide documentation for backups.
- Restore files and folders from back-ups (as required).
- System security and firewalls.
- Network controls and switches.
- UPS devices.
- Coordination, liaison with third party software/hardware vendors (Currently ALX, ADP, Fund Balance, The Marina Program, AT&T, VOIP-8x8, Comcast, Konica) to ensure ongoing connectivity and user access. The exact vendors are subject to change and the Consultant will assist in the District's transition.
- Following is further detail regarding the District's expectations with regard to Category 1 services.

Desktop Application Support

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2019-10

INFORMATION TECHNOLOGY SUPPORT SERVICES

- Performance of basic support functions as needed/requested, including the installation of PC's, laptops, tablets, mobile devices, printers, peripherals, and software.
- Diagnosis and correction of desktop applications issues.
- Configuration of all devices for standard applications.
- Identification and correction of end user hardware problems and performance of advanced troubleshooting.
- Maintenance of an updated inventory of all related computer hardware, to make available to District personnel upon request and implementation of Help Desk procedures under policy constraints of the successful vendor.

Server and Workstation Administrative Services

- Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for the quality, performance, security, availability, reliability, and recoverability of the systems.
- Scheduling of preventive maintenance for equipment in the areas of coverage and ensure that it is properly and promptly performed.
- Monitor server performance and capacity management services.
- Develop back-up plans and procedural documentation.
- The Consultant shall be responsible for configuration management, including changes, upgrades, patches, etc.; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.
- Maintenance of records for all Help Desk Tickets for both on-site visits and telephone/remote support and facilitating access to Help Desk Tickets by District designated staff.
- Configuration management, including changes, upgrades, patches, etc.; management and documentation of network and user logins and passwords and security documentation.

Network Administration Services

- Maintenance and support of network equipment, including installation and maintenance of network software, switches, firewalls, routers, and other security devices.
- Installation and maintenance of printers, scanners, network devices, etc.
- Analysis, routine configuration changes, installation of patches and upgrades and minor cabling if needed.
- Alert notifications in case of equipment failure.
- Proactive monitoring of network equipment, including performance indicators to report on threshold limitations.

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2019-10

INFORMATION TECHNOLOGY SUPPORT SERVICES

- Network performance and capacity management services.
- Continuous troubleshooting required.
- Maintenance of network documentation for daily, weekly, and monthly services required.

Email and Security Efforts

- Maintenance of District email accounts using District domain, including adding, changing, and/or deleting District employee accounts as requested.
- Maintenance of virus detection programs on District servers and user computers and laptops.
- Performance of periodic security audits, including notification of suspected breaches of security to designated District personnel are required.
- Configuration of District systems to enable remote access in a secure environment with provisions for remote access administration as requested by designated District personnel.

Backup Services

- Maintenance of District Backup systems.
- Recommendations for redundant backup programs, should they be indicated.
- Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of stored files and programs.
- Identification and implementation of a program to restore systems and data if servers and/or computers go down.

Planning

- Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems.
- Recommendations for future purchasing and technology needs, when requested or necessary, including identification and implementation of a cloud-based, remote-access file-sharing system such as Microsoft SharePoint.

Installation and Software Implementation Services

- Installation of new equipment, software, and transfer existing data when acquired, will be needed.
- Coordination of implementation of a cloud-based, remote-access file-sharing system such as Microsoft SharePoint.
- Upgrades to existing systems, other than regular repair or maintenance.
- Changing or moving email or web services to new vendors or new services.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

- Clean up or installation of network wiring.
- Evaluation and recommended network management software, except as part of IT Strategic Plan.
- Implementing new disaster recovery and emergency operations related activity.
- Professional input and assistance with the RFP process and implementation for an ERP system.
- Transitioning efforts to an as-needed cloud computing services.

Category 2: Inventory, Assessment, and Strategic Forecasting Plan

District is seeking to also have Consultant develop a longer-range IT strategic forecasting plan as to future IT hardware and software needs to maintain its systems on an ongoing basis. The District will utilize this plan in determining what to allocate on an expenditure basis in its future budget processes. The Plan should also include a review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by March 1, 2020 and renewed each January 1st thereafter to allow for necessary budget planning for the upcoming year.

Category 3: Additional Services

Following are services that are not to be included in the Category 1 services, but which the District is interested in Proposers submitting a response in their proposal. Any services in this category will be performed only if authorized separately by the District and will be documented in a work order executed by both parties. Compensation will be on a time and materials basis, at the hourly rates specified in Proposers proposal.

Category 3 services include but may not be limited to, the following:

- Software training for non-District owned applications.
- Audio/Visual activity outside the scope of normal business operations (normal business operations to include video conferencing and remote access dial-in conference calling services such as GoTo Webinar and Skype).
- Website design or management using Streamline web design software.
- Assistance with gathering records for the purposes of fulfilling compliance with any California Public Records Act requests.
- Leased equipment.
- Any other activity (list) that is not part of normal monthly operational uses or needs.



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

November 12, 2019

TO: Prospective Proposers

FR: Julie van Hoff, Director of Administrative Services

RE: RFP #2019-10 for IT Service – Addendum

Two sets of questions follow below:

- 1) Questions posed during the optional pre-bid site visit meeting (#1 - #51); and
- 2) Questions received prior to the November 5, 2019 4:00 p.m. deadline (#52 - #75).

QUESTIONS FROM THE OPTIONAL PRE-BID SITE VISIT MEETING

1. What is the expectation for turnaround time with regard to requests for assistance? Specifically, is 24-hour service required?

Answer: Immediate service is usually required, with next day service at the latest, including holiday weekends. The administration staff works approximately 7am – 6pm, and some managers work remotely. There are isolated incidents in which help will be needed for non-standard working hours and remote-working employees. Additionally, the accounts receivable staff needs to connect to the server from Oyster Point Marina (OPM) on a 24/7 basis through an extremely old marina management system called The Marina Program (TMP) and support for that will most likely be needed. For cases in which server access would be needed outside of regular working hours, a staff member could meet you at the Administrative Offices (Admin) where the server is located.

2. Who is the current IT Services company currently being used by the San Mateo County Harbor District (SMCHD or “the District”), and will they be submitting a proposal for the contract also?

Answer: The current IT Services company being used is Caspian IT Group (Caspian), and they will be submitting a proposal for the new contract.

3. Why is this contract being advertised?

Answer: Since the District is a government agency, specific rules must be followed to procure



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

services from private companies, including the need to offer a public bidding process that is transparent and non-discriminatory. The current contract was initially created for 3 years, beginning in January 2016 and ending in January 2019. The General Manager (GM) extended the contract for one additional year. Please see Attachment B of this Addendum for more details.

4. Is the District dissatisfied with the current IT Services company or level of service being provided?

Answer: No. Everything proposed by Caspian was accepted by the District, including adding hardware capacity to the server for extra storage space. Challenges faced by Caspian include: The District's coastside location for transportation reasons, the volume of Public Records Act Information Requests (PRAs), and the initial management of the District's transition from a previous IT services company who had listed active servers that Caspian eventually determined did not actually exist.

5. What disaster recovery practices are in place?

Answer: Acronis software is being used, with data going off-site to a cloud backup system. Caspian would be willing to transfer that backup to whichever proposer is successful in obtaining the contract.

6. What is the architecture of the current system?

Answer: Currently, there is one physical server running multiple applications. As mentioned previously, TMP is very old – it runs on a 32-bit operating system and does not sync to a 64-bit environment. There is a gateway-to-gateway VPN in one network, and all desktops remotely access the server.

7. Where exactly is the District using Windows 2008 and what is the utility of it?

Answer: Windows 2008 is being run on the two TMP servers and on the archive server, because that is the only system on which TMP can run. Updates to TMP have been shut off by Caspian to avoid the program crashing while users are logged in, and the updates are then performed during non-operating hours. The archive server is also used to access records that are up to 7 years old (for most) and indefinitely for other records that are permanent. The archive server should ideally be upgraded from 2008 – 2016. Some of the computers being



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

used are already on Windows 2012, and most are on Windows 10. However, the primary accounting software (FundBalance through Tyler Technologies) needs to be upgraded since it is also dependent on Windows 2008. Ultimately, moving away from Windows 2008 and upgrading to a fully cloud-based system would be ideal.

8. Is the District anticipating and budgeting for the costs associated with remediation for Microsoft 2008?

Answer: Yes. Remediation for Windows 2008 is included in Category 1 of the Scope of Services (Attachment D) as part of the transition to a new Enterprise Resource Planning (ERP) system, after which point the District would ideally no longer need to run Microsoft Windows 2008 in any environment. Any cost associated with upgrading the server and transitioning to a new ERP falls under Category 1 Services.

9. After the proposals are submitted, how long will it take the District to make a decision?

Answer: On December 18th, staff will bring its recommendation before the Board at which point, the Board will approve or deny the recommendation. If approved, the successful bidder will be expected to begin providing services on January 1st, 2020. In March, a review of the projects in all Categories will take place once the successful bidder has had the opportunity to more fully assess the District's needs. This information is also listed in the original RFP.

10. Which ERPs is the District considering and how long will it take to make a decision about which ERP system will be adopted?

Answer: The District is currently at the stage of documenting its business process to develop assessment metrics for potential systems. We plan to present these processes to potential software vendors as an RFP sometime in January. The main specifications at this point are that the ERP system being adopted must be cloud-based and be able to effectively merge the following areas of our current operations: marina management, risk management, accounting, payroll, and human resources. Recommendations and change support from the successful IT company will be expected.

11. Considering that certain tools are in process of transition for the District, how much "stickiness" currently exists? (Stickiness being a measure of ease of transition).

Answer: The District recognizes that an expense is associated with transitioning to a new



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

company and is open to the suggestions and recommendations of the successful bidder regarding the most effective/useful software for backup, monitoring, antivirus, and ticketing. Additionally, Caspian has agreed to assist the District with its transition to the new company's software and infrastructure, should a bidder besides Caspian be selected. In most cases, Caspian would remove its agent within the existing software and then replace it with that of the successful bidder. In the case of the antivirus software (VIPRE), Caspian would remove the monitoring agent, and it will then be the new contractor's responsibility to then install their own tools on the computers and servers. The antivirus software is owned under a 5-year license to the District beginning in February 2017 and ending in February 2022.

12. What software, exactly, is being used?

Answer: The District is currently using the following software:

Remote Monitoring and Maintenance (RMM): Datto RMM Ticketing System – Autotask

Antivirus: VIPRE (owned by the District)

Backup: Acronis

Wireless: Open mesh

13. What is the need and culture of the District? For example, would remote management and support be acceptable?

Answer: Remote management and support are acceptable, unless something needs to be installed, in which case the company would need to be present on site. For more information, please see answer to question #1.

14. What type of gateway-to-gateway does the District currently use?

Answer: It is an Ipsec tunnel.

15. What is the average number of tickets per month?

Answer: There are 20 tickets on average per month.

16. Are you working with the County to select an ERP?

Answer: As the District is not a County-affiliated entity, it is not working with the County through



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

this transition. SMCHD is an independent Special District, governed by five elected officials.

17. Was TMP a custom package?

Answer: No. TMP's architecture runs over a site-to-site VPN that connects to the three locations (Admin, PPH, OPM) through a remote desktop connection that runs on Windows 2008 through a 32-bit connection, which is the only infrastructure that will support it. Again, we are looking to upgrade this software within the coming year, especially since there are no plans that we are aware of to update from TMP's side.

18. What network monitoring is in place today?

Answer: Datto RMM. The computers are scanned by the antivirus software VIPRE, but there is no network monitoring. Caspian runs network vulnerability scans once per year.

19. Are there backups for documents?

Answer: Documents are backed up to the server, as well a disaster recovery cloud backup service (Acronis). Caspian has worked closely with the District to create a culture of using the server to store documents as opposed to saving them on individuals desktops.

20. Are there any current allocated projects other than the ERP?

Answer: The following are currently allocated projects:

- Adoption of video conferencing and installation of a monitor in the Admin conference room
- Installation, setup and monitoring of security cameras at the harbors
- Installation and adoption of methods/systems for security of permanent and confidential records

The District is open to recommendations and may discover additional projects of interest independently or in conjunction with the successful IT company.

21. Are engineers that go on site required to have any security clearance?

Answer: The District operates a secure facility, which means access is granted only with permission. However, no badging is necessary, and the District does not currently anticipate a



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

need for background checks of consultants.

22. Will the newly selected vendor have access to previous documentation?

Answer: Yes. Previous documentation will be provided by Caspian IT group and the District as necessary.

23. Are the District's current data retention practices and procedures defined in a specific policy?

Answer: The District is currently working to model an official policy after other small organizations. To date, the District has not asked Caspian to destroy any data. The main challenge associated with this practice is the folder structure, and Caspian has been working closely with the District to develop a consistent naming convention and create a culture that supports it. Caspian is also currently assisting the District in fulfilling PRAs by refining search criteria to assist in narrowing the results returned. PRA requests are an out-of-scope project and fall under Category 3 services.

24. Where is the District's email hosted?

Answer: Caspian currently uses Intermedia, which has an archiving service.

25. Are most computers operated by the District desktops or laptops?

Answer: The current mix is approximately 70% desktop and 30% laptop and tablet.

26. Does the District currently operate any Mac computers?

Answer: Yes – one of the Commissioners' computers is a Mac, and the District operates a number of iPads and iPhones.

27. Will the new company have to manage security on the Apple products?

Answer: Yes, all security and antivirus activities should be performed by the consultant.

28. How many and what types of firewalls is the District currently using? Is it running high availability on the firewalls?



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

Answer: There are four FortiGate firewalls between the 3 locations, with a single internet connection for each location.

29. Are there any characteristics of the warehouse about which potential vendors should be aware?

Answer: The warehouse consists of the following technological components:

- Two computers
- Two printers
- VOIP
- Firewall
- Internet

30. How would Category 3 services (such as PRAs) be billed?

Answer: Category 3 services, or out-of-scope services, will be billed on an hourly basis. This information is also listed in the original RFP.

31. How many locations would the successful company be servicing?

Answer: There are four District locations:

- The Administrative Offices (Admin) – El Granada, CA
- Pillar Point Harbor (PPH) – Half Moon Bay, CA
- Oyster Point Marina (OPM) – South San Francisco, CA
- OPM Warehouse – South San Francisco, CA

32. How many and what type are the main printers?

Answer: There are two large printers (one at Admin and one at OPM) that are Konica Minolta bizhub C series.

33. How much data is the District backing up?

Answer: According to Caspian, the District has approximately 500 G of data in total.



Board of Harbor Commissioners

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

John Moren, Interim General Manager
 Trisha Ortiz, District Counsel

34. How big are the archiving servers?

Answer: The entire server has about 3 T of space, with about 700 G retained in Acronis.

35. How many iPhones and androids are being used by District staff?

Answer: The following is the list of devices (other than computers) being used by District staff, and which are managed through Verizon:

Type of Device	Brand
Phone	Apple iPhone 6s
Phone	Apple iPhone 6s
Phone	Apple iPhone 6s
Phone	Apple iPhone 7
Phone	Apple iPhone 7
Phone	Apple iPhone 8
Phone	Apple iPhone 8
Phone	Apple iPhone 8
Phone	Apple iPhoneSE
iPhone Total	9
Tablet	Dell
Tablet	Dell
Tablet	Dell
Tablet	Dell
Dell Tablet Total	4
Phone	Samsung Galaxy Note8
Phone	Samsung Galaxy S7
Android Total	2
HotSpot	Verizon Ellipsis
HotSpot	Verizon Ellipsis
HotSpot	Verizon Ellipsis
Hotspot Total	3
ALL VERIZON DEVICES	18

36. How many computers are being used exactly?



Board of Harbor Commissioners

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

John Moren, Interim General Manager
 Trisha Ortiz, District Counsel

Answer: The following is the list of devices (including computers) being used by District staff, and which are managed through Caspian:

Type of Device	Name	Operating System
Desktop	PCTERM-OPM03	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-OPM1	Microsoft Windows 10 Pro 10.0.17763
Desktop	TEMP-PC	Microsoft Windows 10 Pro 10.0.18362
Desktop	SMCHD_MGM	Microsoft Windows 10 Pro 10.0.17763
Desktop	KATHY-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop	LORI-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop	CREW-1	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-06	Microsoft Windows 7 Professional 6.1.7601
Desktop	PPH-KATIE	Microsoft Windows 10 Pro 10.0.17763
Desktop	DESKTOP-RAUTVL4	Microsoft Windows 10 Pro 10.0.17763
Desktop	REMOTEWS01	Microsoft Windows 7 Professional 6.1.7601
Desktop	KYCHANOPM	Microsoft Windows 10 Pro 10.0.17763
Desktop	PPHTERM-02	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-07	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-08	Microsoft Windows 10 Pro 10.0.18362
Desktop	SMCHDPPH-CSMITH	Microsoft Windows 10 Pro 10.0.17763
Desktop	CREW-2	Microsoft Windows 10 Pro 10.0.17763
Desktop	RWS03	Microsoft Windows 10 Pro 10.0.17134
Desktop	DEBBIE-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop	KINYIP-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-OPM02	Microsoft Windows 10 Pro 10.0.18362
Desktop	BETTY-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop Total	22	
Laptop	OFFICE-LT2	Microsoft Windows 10 Pro 10.0.17134
Laptop	JULLIE-LAPTOP	Microsoft Windows 10 Pro 10.0.17763
Laptop	MS1	Microsoft Windows 10 Pro 10.0.17763
Laptop	OFFICE-LT	Microsoft Windows 10 Pro 10.0.17134
Laptop	PPHTABLET01	Microsoft Windows 10 Pro 10.0.18362
Laptop	DOO-LT	Microsoft Windows 7 Professional 6.1.7601
Laptop	Carys-MacBook-Pro.local	Mac OS X 10.14.3
Laptop	PCTERM12-LT	Microsoft Windows 10 Pro 10.0.17763
Laptop	OPMTABLET01	Microsoft Windows 10 Pro 10.0.18362



Board of Harbor Commissioners

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

John Moren, Interim General Manager
 Trisha Ortiz, District Counsel

Laptop	OPMTABLET02	Microsoft Windows 10 Pro 10.0.18362
Laptop	SURFACE-01	Microsoft Windows 10 Pro 10.0.18362
Laptop	PPHTABLET02	Microsoft Windows 10 Pro 10.0.18362
Laptop	SMCHD-LAPTOP01	Microsoft Windows 10 Pro 10.0.18362
Laptop Total		13
Server	FS	Microsoft Windows Server 2012 R2 Standard 6.3.9600
Server	TMP-PPH	Microsoft Windows Server 2008 Standard 6.0.6003
Server	TMP-OPM	Microsoft Windows Server 2008 Standard 6.0.6003
Server	AP	Microsoft Windows Server 2012 R2 Standard 6.3.9600
Server	DC	Microsoft Windows Server 2012 R2 Standard 6.3.9600
Server	ARCHIVE	Microsoft Windows Server 2008 R2 Standard 6.1.7601
Server Total		6
SMCHD_ESXI	VMware ESXi 6.5.0 build8294253 6.5.0	ESXi Host Virtual Server
Virtual Server Total		1
ALL DEVICES		42

In summary, there is one physical server with 6 virtual servers. There are 39 workstations, laptops, and tablets.

37. Are you using anything else for antivirus protection?

Answer: No.

38. How many full-time employees are at each location?

Answer: There are 10 full-time employees (FTEs) and 5 elected officials at the Administrative Offices, 16 FTEs at Pillar Point Harbor, and 11 FTEs at Oyster Point Marina for a total of 37 full-time employees and 5 elected officials. This total includes temporary employees who work 40 hours per week and will need access to computers during most of those working hours.

39. Would the District entertain a fixed fee proposal for Managed IT Services as opposed to



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

an hourly model?

Answer: Yes. Please see the Attachment A of this Addendum for a sample Cost Proposal Form that allows for a lump sum proposal for Category 1 and Category 2 services, with the option to propose an hourly rate (recommended) for Category 3 services. Proposers should identify any additional core services that would be amended to Categories 1 and 2 as they appear in the original RFP. Staff has attempted to identify all known future projects in Categories 1, 2 and 3. In the event that the District requires work on a project that is out of scope, the District may choose to authorize an addendum to the contract. Any addendum requires Board approval.

40. Are hardware and software purchases handled through the District or the IT provider?

Answer: Currently, the District handles its own procurement with Caspian ordering materials as needed. Any materials that are procured on the District's behalf by the IT provider become a pass-through charge and would appear on a special invoice to the District. The GM has \$25,000 of spending authority that can be exercised without board approval.

41. Is the District currently using SharePoint?

Answer: The District does not currently use SharePoint but is interested in migrating to cloud-based computing in the near future.

42. Would the management of the District's migration and use SharePoint be included in a potential lump sum agreement?

Answer: Yes. Transition to cloud computing is included in Category 1 services. This information is also included in the original RFP.

43. Would on-site support be expected?

Answer: Yes, on an as-needed basis such as for installations and configurations. For more information, please see answers to questions #1 and #13.

44. Would the monthly cost of managed IT services or the hourly rate proposed (where applicable) be expected to include the cost of a technician to help complete extra tasks?

Answer: Yes. Bidders should include the cost of additional technicians in the cost proposal.



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

45. What are some of the long-standing IT issues the District would like to address with a potential change in IT services provider?

Answer: At present, the services of Caspian are not in question. The RFP has been opened to the public to ensure the District's transparency and fairness as a government entity soliciting services. As previously stated, some projects have been identified as priorities to introduce within the next year such as web conferencing, transition to a new ERP system, and migration to SharePoint or another comparable cloud-based system. While certain new projects have been identified, they have not all remained at the same level of priority over time.

46. Where are the landlines?

Answer: The District landlines are at the harbors (Pillar Point Harbor and Oyster Point Marina).

47. Is the District currently using any cloud-based services on the front end?

Answer: The District is currently using the following cloud-based services:

- Adobe
- OneDrive personal (discouraged because of potential conflicts with using server for file backup)
- Office365 through Intermedia

48. What services, exactly, are being hosted through Intermedia?

Answer: Intermedia currently hosts the District's email exchange and archiving.

49. Does the District have any expectation for Capex, or the costs associated with onboarding a new consultant? Should the proposers include potential upgrades to the software in the cost proposal?

Answer: Yes. The District recognizes that there will be an expense associated with transitioning to a new company as well as for implementing any upgrades that are necessary. While this cost should be included in the proposal somehow, the exact method by which that is accomplished is up to the discretion of each company.

50. Can the District or Caspian provide an estimate of how many hours per month are



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

currently being spent to manage the District's IT needs?

Answer: The District estimates that between 20 and 40 hours per month are being spent to manage current needs. This time could fluctuate or change based on a potential new company's service model and any new upgrades that are implemented, as well as unforeseen circumstances such as power outage or disaster.

51. How are current Help Tickets being managed by Caspian? For example, is there an outside vendor that is contracted to assist or does the District simply email the company?

Answer: Caspian provides the District a ticketing system portal called HelpDesk. Caspian handles all tickets and projects internally and does not employ outside vendors or contractors. Should the successful proposer on this RFP be other than Caspian, that company would need to utilize its own Help Ticket product. Email and phones inquiries are also accepted and will usually generate a new ticket.

QUESTIONS RECEIVED PRIOR TO THE NOVEMBER 5, 2019 4:00 P.M. DEADLINE:

52. What is the average number of tickets and/or requests attended per month?

Answer: On average, the District has about 20 tickets per month.

53. How many of the above required on site presence? How many were resolved from a remote location?

Answer: All of the tickets/requests in the past month have been resolved remotely. Please see answers to questions #1, #13, and #43.

54. What was the average resolution time per ticket?

Answer: The District estimates that the resolution time per ticket was 1 – 24 hours, with most tickets being resolved within 1 – 3 hours.

55. Besides Windows, which are the main applications running on your servers?

Answer: The Marina Program, Fund Balance.



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

56. What was the uptime for each server during the last 12 months?

Answer: Caspian installed a backup battery pack within the past 12 months to avoid server downtime by providing power to the server for up to 4 hours. The District's understanding is that the only server downtime that occurred in the past month was due to the Public Safety Power Shutoffs initiated by PG&E and lasting approximately 24 – 48 hours each on 10/9/19 and 10/25/19. No other server downtime has occurred to the District's knowledge.

57. How many desktops and laptops will need to be maintained, and what are their respective OS versions?

Answer: Please see above answer to question #36.

58. How many mobile devices will need to be managed?

Answer: Please see above answer to question #35.

59. Do you have any disaster recovery plan in place?

Answer: All of our disaster recovery is managed by Caspian. Currently, we are working to install a generator at our Admin offices to power the server in the event of another Public Safety Power Shutoff.

60. What are your current vendor's SLAs?

Answer: Please see Attachment B of this Addendum for the District's contract with Caspian.

Questions #52 – 60 provided by:
Sergio Zuniga, VP Consulting Services
Definity First

61. Do you wish to bring all workstations to a common version of Microsoft Office suite?

Answer: Yes, as soon as we replace our Marina Management System. We hope to have a new system in place by the end of next year.



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

62. Do you experience any call quality issues with 8x8 services?

Answer: No, not as far as we are aware.

63. Is there a need to supply guest Wireless access to each Harbor that reaches to the berths?

Answer: The District currently anticipates a need to supply guest Wireless access to each harbor, but it is not necessary for it to reach the berths.

64. How old are the current servers in use listed in the RFP?

Answer: The physical server was purchased and installed in March 2016, which means it is roughly 3 years old.

65. Has the District ever experienced any downtime in any of its operating sites? If so, what caused the outage?

Answer: The public safety power shutoffs that occurred on 10/9/19 and 10/25/19 each caused an outage lasting approximately 24 – 48 hours. Please see answer to question #56.

66. Are the network switches at each site managed or unmanaged? Are they layer 2 or layer 3?

Answer: According to Caspian, the District has some managed switches, however most of the switches are unmanaged.

67. Are there any VLANs configured at any site for VOIP or any other network segmentation?

Answer: There are 2 VLANs: one for the internal network and one for the backend management and backup procedures.

68. What are the common end user issues experienced by the HD to date?

Answer: The most common end user issues are related to setting up and recovering logins, internet connection troubleshooting, PRAs, phone issues, printer issues, and application



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

assistance.

69. Pertaining to the harbors being staffed 24/7, will the HD need round the clock support for the Harbor employees and/or the District Offices?

Answer: Please see above answers to questions #1, #13, and #43.

70. What is not working with “Fund Balance – Tyler Technologies” where you now wish to replace with a new ERP system or fund account system online?

Answer: Fund Balance is an old system that doesn't support on-line approval processes, and also forces us to use an older version of Windows. Fund Balance is an old government accounting software system that works but is in dire need of replacing. We get IT related support from the vendor (Tyler Technologies) but little else. There have been no new features, updates, or fixes at least in the last 2.5 years. Reporting is extremely limited, and rules for the system are very strict. Because of this, processing time to input information into the system is high. A lot of time is spent putting data into the system, and what is taken out in the form of reports, is very limited and often needs additional customization in Excel. Ideally, we need a more modern ERP which can give us features like automated approval processes, more customization of users/roles, a custom report writer, automated notifications, and the ability to upload large amounts of data via .csv format. A modern ERP would help us increase the standard in our day to day Accounting operations and reporting.

71. Do the 5 commissioners have offices/PCs at the Administrative Offices where they will also need IT support?

Answer: The 5 commissioners do have home offices equipped with computers, but they have not in general required assistance at those locations. Primarily, the three business locations of the District will be the service locations: Admin, PPM, OPM, and OPM Warehouse.

72. Are you aware that the incumbent IT company has a suspended LLC registration with the State of California as of the date of this email? Does this concern you?

Answer: Please don't concern yourself with other potential respondents.

73. What is the company who publishes the Harbor Management Software now running your active Harbors?



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

Answer: <https://nauticalsoftwaresolution.com/products/the-marina-program>

74. Would the District agree to an Autopayment (assuming fixed fee services were added as an addendum) via credit card or ACH?

Answer: The District plans on implementing an Autopayment System for customers. We may entertain ACH or credit card payments to vendors. The actual implementation of automated payments would have to be reviewed and compared to other like autopayment services.

75. How does it work today when an employee calls for support, do they receive a call back in several hours, days, longer? Would it be a preference to talk with someone live and solve issues on the first call?

Answer: The current vendor has been very responsive to District needs. We have a combination of calls and 'tickets'.

Questions #61 – 75 provided by:
Richard Young
Rely on IT



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

ATTACHMENT A COST PROPOSAL FORM



Board of Harbor Commissioners

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

John Moren, Interim General Manager
 Trisha Ortiz, District Counsel

COST PROPOSAL FORMS

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

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

Scope of Services Task	Lump Sum Rate	Estimated Hours per Month	Estimated Total per Month
Category 1			
Category 2			
Category 3			
Estimated Reimbursements			

*Lump Sum Rate should include overhead costs as listed above. Time spent traveling to and from District offices and any travel costs associated with such travel is not reimbursable.

**Estimated Hours should be based on comparable size and complexity of similar entity.

The Cost Proposal Form must be signed on the next pages (page 2 or 3 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

documents submitted with these Cost Proposal Forms.

DOCUMENTS TO ACCOMPANY COST PROPOSAL:

Items 7 A-F of the Proposal Content must accompany the Cost Proposal for a Proposal to be deemed responsive.

NAME UNDER WHICH BUSINESS IS CONDUCTED

CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT

Name:

Business Address:

City/State/Zip:

Telephone Number:

Facsimile Number:

Email Address:



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

MANDATORY SIGNATURE(S)

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

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

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

Entity Name:

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State

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

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

Joint Venture Name: _____

By: _____ Title: _____

By: _____ Title: _____



Board of Harbor Commissioners

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

John Moren, Interim General Manager
Trisha Ortiz, District Counsel

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT (PSA) WITH CASPIAN IT GROUP



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Director of Operations

DATE: December 18, 2019

SUBJECT: Direction to Staff Regarding Decorative Old Fishing Vessel at Pillar Point Harbor Entrance

Recommendation/Motion:

Recommendation: Direct staff on how the Board desires to move forward with the decorative old fishing vessel on land at the entrance to Pillar Point Harbor which is in disrepair.

Policy Implications:

Consistent with the District's mission to provide safe and well-managed marinas.

Fiscal Implications/Budget Status:

No new fiscal implications at this time. For FY 2019/20 the District has over \$13 million in uncommitted Working Capital for Board approved projects. If the Board so directs, staff can include the repair/replacement as a Capital Improvement Project.

Background:

At the entrance to Pillar Point Harbor, southeast corner of Cabrillo Hwy and Capistrano Road, there is a decorative old Monterey fishing vessel that has been in place for decades. The vessel has been in disrepair for many years. District staff have worked to conduct minor repairs, but the vessel has become very unsightly and questionably unsafe.





The old fishing vessel represents Pillar Point Harbor and local commercial fishing history, therefore, is admired by many.

District staff have proactively reached out to a professional that has experience in rebuilding these type vessels and have requested a quote to repair the vessel. We expect a firm quote in the next few weeks, but initial estimate is in the range of \$20,000.

Staff seeks direction from the Board on how to move forward. The Board may direct staff to bring a repair quote back for Board consideration, direct staff to have the vessel removed and bring back alternatives/quotes for replacing with a professionally fabricated nautical designed sign or direct staff to hold off until the Master Plan for District signage has been developed.

Summary/Recommendation:

Staff recommends the Board direct staff on how the Board desires to move forward with the decorative old fishing vessel on land at the entrance to Pillar Point Harbor which is in disrepair.



Staff Report

TO: Board of Harbor Commissioners

FROM: Julie van Hoff, Director of Administrative Services
Lizzie Zuroski, Communications Analyst

DATE: December 18, 2019

SUBJECT: Social Media and Public Outreach Services

Recommendation/Motion:

Receive a presentation from the San Mateo County Harbor District's (District) social media consultant Phondini Partners LLC. Review and discuss the following possible alternatives regarding Phondini Partners Contract and provide direction to staff.

Possible Motions-

- 1) Approve extension of current contract with Phondini Partners as proposed (Att.2).
- 2) Approve extension of current contract with Phondini Partners for 1) Public Outreach (approximately \$16,200), 2) Social Media Management Subscriptions (\$2,400-\$3,600), and/or other components of proposal (Att. 2 -page 6). Direct General Manager to negotiate for partial services.
- 3) Continue with current contract which includes approximately \$8,000 in available funding for Public Outreach Services and authorize General Manager to negotiate a contract with Phondini Partners for costs associated with the hand-off of social media accounts (Att.4).
- 4) Terminate contract with Phondini Partners on December 31, 2019 and authorize General Manager to negotiate a contract with Phondini Partners for costs associated with the hand-off of social media accounts.

Policy Implications:

Contract services over \$25,000 require Board Approval per District's Purchasing and Procurement Policy 4.3.1.

Fiscal Implications/Budget Status:

If renewed, operating expenditure appropriations are expected to be sufficient to cover the expenditure. Over the last year, services rendered by Phondini Partners have totaled \$35,500, averaging around \$2,960 per month, with the highest month at \$6,550 and the

lowest month at \$1,575. If fully renewed, it is likely that the expenditure amount would remain consistent with historical data.

If not renewed, operating expenditure appropriations are expected to decrease by the average monthly amount. Currently, a Harbor District Communications Analyst is trained and poised to assume Social Media posting and Communications planning. However, the District lacks staff resources for continuation of Public Outreach activities, other than those historically provided by Operations Staff.

Background:

On January 10, 2019 the Board directed the Interim General Manager to enter into an agreement with Phondini Partners to assist the District with Public Outreach and Social Media policy, presence, design, training, content curation, content delivery, advertising, and planning. An agreement was approved on January 16, 2019 for \$15,600 (Att.3).

On June 10, 2019, the Board authorized an additional \$39,900. The contract was to provide six months of social media services, set to expire on December 31, 2019. Phondini Partners LLC wishes to continue providing services to the District as proposed in (Att.4).

Staff requests direction on how to proceed with Social Media and Public Outreach functions. The following are potential options and detail regarding those options:

Scenario 1: Contract Fully Renewed

- Automated posts through Zapier would continue (Weather alerts, Tide alerts, SMC alerts). Zapier code is proprietary to Phondini Partners and automated postings would continue.
- The District would maintain its current relationship with Phondini Partners setting the tone or “voice” for all District social media communications and outreach efforts.
- Administration of staff-consultant relationship will continue to be necessary.
- District Communications Analyst could dedicate efforts toward other projects.

Scenario 2: Contract Partially Renewed

- The District may be able to enter into a monthly licensing arrangement with Phondini Partners for automated Zapier postings.
- Staff, including Communications Analyst, could be partially re-assigned to other projects.
- Communications Analyst would have increased ability to engage in other social media outreach projects of internal origin, such as Wildlife Watch, Throwback Thursday, and Meet Your Harbor District.
- If the Public Outreach portion of contract were continued/renewed, additional Harbor tours and other outreach efforts could continue.

Scenario 3: Contract Fully Terminated

- Automated posts through Zapier would end completely, potentially allowing more discretion as to frequency and type of posting.
- Communications Analyst would dedicate roughly one half of work week to creating, curating, and delivering content on social media platforms. This would include managing software subscriptions and translations. Other social media efforts would include planning, compliance training, increasing reach, and engaging with followers.
- Public Outreach efforts would have to be re-strategized, including the possibility of ending either temporarily or permanently.

Summary/Recommendation:

Staff recommends that the Board review the above possible alternatives regarding Phondini Partners LLC Social Media and Public Outreach Services Contract and provide direction.

Attachments:

1. [Phondini Partners LLC, Presentation](#)
2. [Phondini Partners LLC - Exhibit A – Dec. 5, 2019 - Report and Analysis on Services, Draft Proposal](#)
3. [SMCHD/ Phondini Partners LLC Agreement – Exhibit A, Jan. 30, 2019](#)
4. [SMCHD/ Phondini Partners LLC - Agreement, June 24, 2019](#)

Social Media & Public Outreach for the San Mateo County Harbor District



Joe Falcone

CEO, Phondini Partners LLC

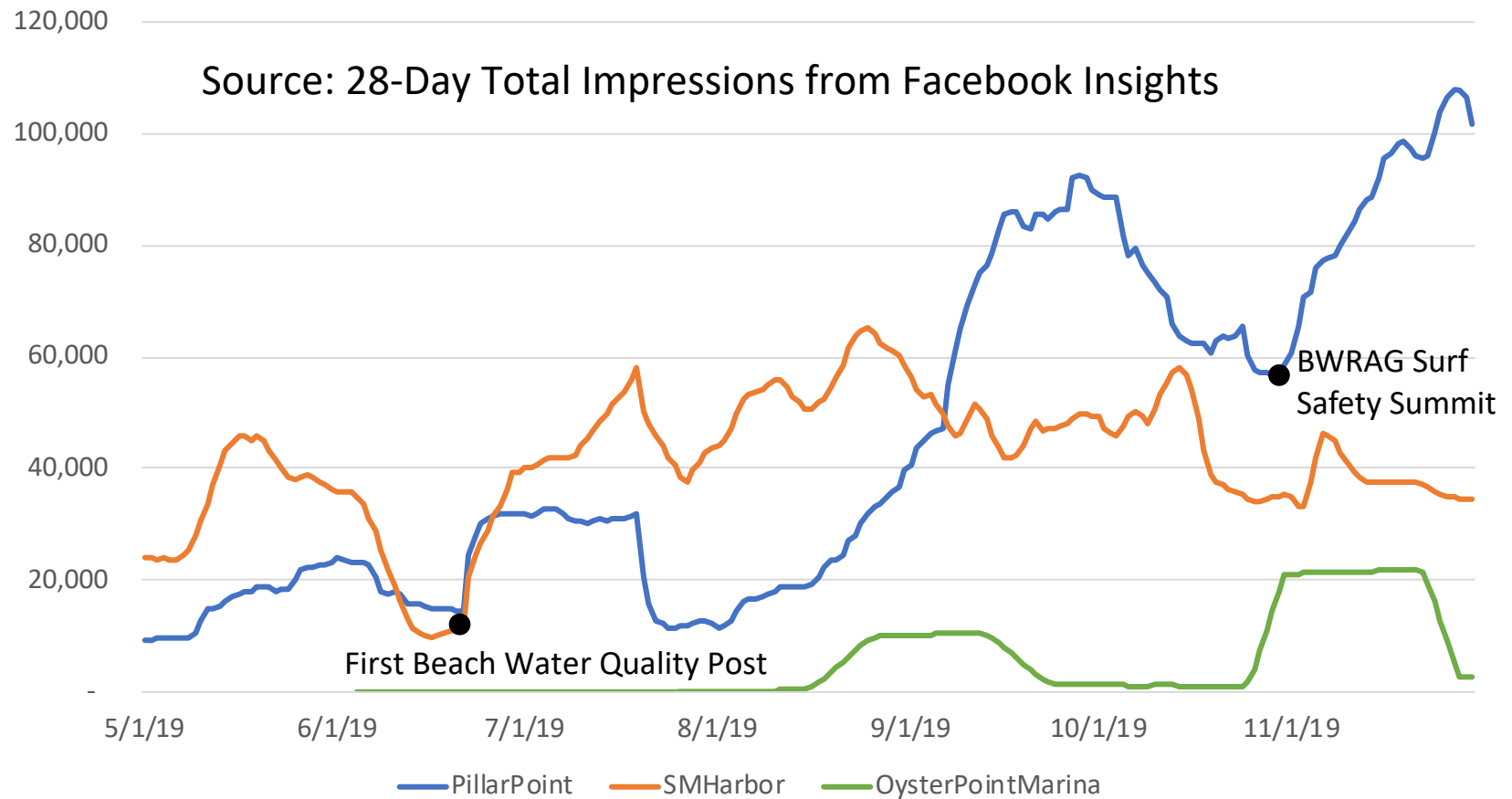
Half Moon Bay, California

joe@Phondini.com

Phase 2 Program Results

- Grew 6 social media sites to 2,723 followers
- Published 2,678 posts
 - Averaged over 17 posts per week per site
 - Automated posts for Weather, Tide & SMC Alerts
 - All manual Facebook posts translated to Spanish
- Facebook Analytics: 620.3K impressions
 - July: 59,534 impressions reach 21,561 people
 - November: 154,513 impressions reach 108,558 people
- Twitter: 170.6K impressions
- Instagram: 80.7K impressions

Pillar Point Harbor Goes Viral



Harbor District

San Mateo County Harbor District
 Published by Hootsuite [?] · July 30 · ☾
 Viewing: English ·

Harbor Patrol members Ben & Tyler were attending a rescue water craft class in the Sacramento River when they spotted this dog & its owner adrift in turbulent water with their boat spinning donuts about 100 yards away. They rescued the dog while another team rescued its owner.



San Mateo County Harbor District
 Published by Hootsuite [?] · July 2 · ☾
 Viewing: English ·

The San Mateo County Harbor District seeks an experienced, flexible, and cooperative leader for General Manager who is committed to building long-term relationships and trust with the public, peers, and the Board. For more information, go to <https://executivesearch.cpshr.us/JobDetail?ID=460>

GENERAL MANAGER

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

f t i

San Mateo County Harbor District
 Published by Hootsuite [?] · November 3 · ☾
 Viewing: English ·

The San Mateo County Harbor District is recruiting Deputy Harbormaster A for the Oyster Point Marina & Pillar Point Harbor Patrol. Deadline for application Wednesday, Jan 8, 2020. Written & Performance Testing Jan 15, 2020. Oral Interviews Jan 16, 2020. smharbor.com/employment

The San Mateo County Harbor District is Recruiting
 Oyster Point Marina Harbor Patrol Pillar Point Harbor Patrol



San Mateo County Harbor District is at Pillar Point Harbor.
 Published by Hootsuite [?] · October 10 · ☾
 Viewing: English ·

NOTICE IS HEREBY GIVEN that the San Mateo County Harbor District receive sealed bids for the Contract 2019-06 Pillar Point Harbor John Pier Pile Repairs. Sealed Bid Proposals shall be submitted no later than 2pm local time on November 1, 2019. See <https://www.smharbor.com/itb-contract-2019-06-pillar-point-harbor-johnson-pier-pile-repairs>

JOHNSON PIER PILE REPAIRS
 SAN MATEO COUNTY HARBOR DISTRICT
 SAN MATEO COUNTY, CALIFORNIA

San Mateo County Harbor District is at Pillar Point Harbor.
 Published by Hootsuite [?] · September 8 · Half Moon Bay · ☾

Old and New – Glenn and Dante, at SMCHD harbormaster's Office at Pillar Point Harbor. Glenn worked with HM Robert 'Bob' McMahon and Assist. HM Bob Black back 36 years ago. Their vessel 'The Radon' is right over Glenn's right shoulder (and photo from 1983). "A reminder of the best ocean going, surf crashing, wave riding machine ever made! What adventures we had. Thanks Assistant Harbormaster Dante for a great tour of the old place and thanks to all the crew for carrying on the great traditions of Ocean Rescue and service at Pillar Point." - Courtesy Glenn Schot.



San Mateo County Harbor District is at San Mateo County Harbor District.
 Published by Hootsuite [?] · October 8 · ☾
 Viewing: English ·

Meet your Commissioner: Commissioner Nancy Reyerer is Vice President and Secretary of the San Mateo County Harbor District Board of Commissioners. Commissioner Reyerer was elected to the San Mateo County Harbor Commission in November 2018. <http://ow.ly/Feyv50q5odl>



Pillar Point Harbor

San Mateo County Harbor District is at Pillar Point Harbor. Published by Hootsuite [?] · August 30 ·

Viewing: English ·

Join the Pacific Beach Coalition crew & help clean up our coastline. Meet at 9am, Saturday, August 31 on the coastal trail, in front of the Pillar Point RV park, south of Sam's Chowder House Restaurant & north of Surfer's Beach. Sign up here! <https://www.pacificbeachcoalition.org/take-action/monthly-adopt-a-beach-cleanups/pillar-point-harbor-cleanup-half-moon-bay/>



San Mateo County Harbor District is at Pillar Point Harbor. Published by Hootsuite [?] · July 25 · Half Moon Bay ·

Standing next to boats selling wild king salmon & fresh lingcod, those on the Farm + Fish + Flowers tour listened to Deputy Harbormaster Cary Smith share the knowledge he's acquired from working 19 years for the San Mateo County Harbor District. <http://ow.ly/L41150vaZbR>



HMBREVIEW.COM

Tours offer look at farms, food

The Half Moon Bay Coastside Chamber of Commerce and Visitors' ...

12/5/19

San Mateo County Harbor District is at Pillar Point Harbor. Published by Hootsuite [?] · October 17 ·

Viewing: English ·

All lanes of the Pillar Point Harbor boat launch ramp will be closed for emergency drain repair from Monday, Oct 21, 2019 to Friday, Oct 25, 2019. The area around the boat launch is a catch basin for oil, which filters there & is filtered out to prevent harbor pollution.



San Mateo County Harbor District added a new photo to the album: Pillar Point Harbor — at Pillar Point Harbor. Published by Hootsuite [?] · July 4 ·

Viewing: English ·

Happy 4th of July from everyone at the San Mateo County Harbor District. Pillar Point Harbor is illuminated by the public fireworks show in 2009 in this photo by Dee Golden. Please remember that fireworks are illegal in Half Moon Bay & unincorporated San Mateo County.



Photo by Dee Golden

San Mateo County Harbor District is at Pillar Point Harbor. Published by Hootsuite [?] · September 12 ·

Viewing: English ·

Celebrate the local commercial fishing fleet and enjoy local certifiably sustainable seafood, local craft beer & cocktails, live music and artisans on Sunday, September 15, 2019 from 11am to 5pm at Pillar Point Harbor! <http://hmbfishandfleet.com/>



San Mateo County Harbor District is at Pillar Point Harbor. Published by Hootsuite [?] · October 31 · Half Moon Bay ·

Viewing: English ·

A huge thank you to the crew of The U.S. Army Corps of Engineers (USACE) Drift Collector John A.B. Dillard, Jr. for assisting our Deputy Harbormaster team in removing an abandoned vessel from Pillar Point Harbor last Tuesday! <http://ow.ly/OGB450wYUGq>



Oyster Point Marina



Fuel Dock Closure at Oyster Point Marina.
Click the link for further details and information
<http://ow.ly/e33v50pmZfB>



San Mateo County Harbor District is at Oyster Point Marina. Published by Hootsuite [?] · October 18 ·
Viewing: English ·
Hop on a dragon boat at Oyster Point Marina Sunday, Oct 20, 2019 from 9am to Noon at 95 Harbor Master Rd, Gate 7, South San Francisco. Bring water, sunscreen, hat, quick-dry outfits, sandals or water shoes, windbreaker, towel & change of clothes.
<http://www.oysterpointdragons.org>

A Cultural Connection: Dragon Boating
Hosted by Oyster Point Dragons and sponsored by the City of South San Francisco Parks & Recreation

Free Event!
Come enjoy a new and fun cultural activity by learning about dragon boating!

- Sunday, October 20, 2019
- 9 AM to 12 Noon
- 95 Harbor Master Road, Gate 7, Oyster Point



San Mateo County Harbor District added a new photo to the album: Oyster Point Marina — at Oyster Point Marina. Published by Hootsuite [?] · October 11 ·
Oyster Point Marina Rescue vessel Challenger is participating in Fleet Week SF again this year. The Challenger will be seen this weekend assisting in securing the flight area for the Blue Angels. Yesterday DHM Neal McGeehan at the helm of the Challenger.
<https://fleetweeksf.org/>

Oyster Point Marina/Park Published by Joe Falcone [?] · July 27 ·
Did you know that you don't need a fishing license to cast your line from Ocean and Bay Piers in California? A lucky fisherman caught this halibut at the Oyster Point Fishing Pier.



Oyster Point Marina/Park Published by Joe Falcone [?] · July 26 ·

Make way for 8 goslings at Oyster Point Marina & Park. Please give the geese a wide berth while they waddle about the grasslands.



Content Partners

San Mateo County Harbor District
 Published by Hootsuite [?] · November 20 at 1:57 PM ·

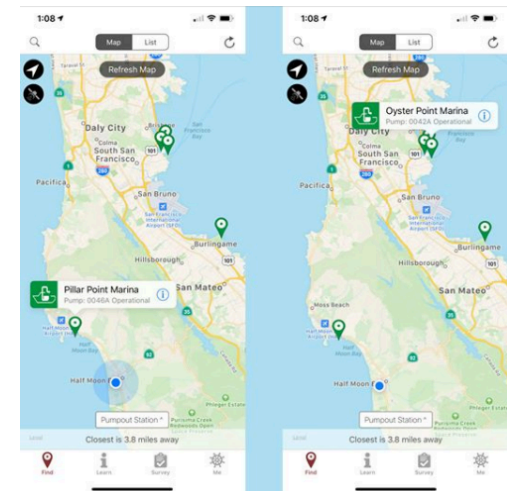
Clean is Cool!
 Dumping raw sewage into our waterways is just plain lame. Visit the restroom or pump out boat sewage before you leave the dock. If it's your boat, it's your responsibility. Dump at the Pump!
<http://ow.ly/eT3F50xbC0D>



San Mateo County Harbor District
 Published by Hootsuite [?] · October 23 ·

Viewing: English ·

“Pumpout Nav” is a free iOS & Android mobile app that shows you where the nearest sewage pumpout is located on a map & lists its status. The app is designed to empower you, the boater, to report if there is a problem with the pumpout.
<http://ow.ly/qQ4m50wRAd8>



San Mateo County Harbor District
 Published by Hootsuite [?] · November 13 at 2:01 PM ·

Viewing: English ·

Do you need a Boating License in California?
 As of January 1, 2018, California began a phase-in-by-age law that requires all boat & personal water craft (e.g. Jet Ski) operators to pass a boater safety course & to carry the California boater card.
<https://www.boat-ed.com/california/>



San Mateo County Harbor District
 Published by Hootsuite [?] · November 6 at 12:00 PM ·

Viewing: English ·

CDFW Director Charlton H. Bonham has issued a declaration delaying the Nov 15, 2019 start date for the California commercial Dungeness crab fishery south of the Mendocino/Sonoma county line until Nov 22, 2019. Traps may be set & baited 18 hours in advance.
<http://ow.ly/sP2630pQizr>



San Mateo County Harbor District
 Published by Hootsuite [?] · September 9 ·

Any of your pup's poop that isn't picked up has a good chance to end up in the ocean! Pick up after your pet so that both dogs and owners can enjoy the beach.



San Mateo County Harbor District is at Pillar Point Harbor.
 Published by Hootsuite [?] · November 29 at 2:00 PM ·

Viewing: English ·

The red-dot locations on the Pacific Ocean map have elevated levels of indicator bacteria & are posted with warning signs based on samples collected November 25, 2019.
<https://www.smchealth.org/beaches>



Safety

San Mateo County Harbor District
Published by Hootsuite [?] · August 7 ·

Break the Grip of the Rip!
We all love the beach in the summer. The sun, the sand, & the surf. But just because we're having fun, doesn't mean we can forget about safety. Rip currents account for 80% of beach rescues, and can be dangerous or deadly if you don't know what to do.

STAY CALM

Break the Grip of the Rip!
02:13 It won't pull you under... It'll just pull you away from shore.

San Mateo County Harbor District
Published by Hootsuite [?] · August 14 ·

Sneaker waves can strike without warning. For much of the West Coast, sneaker waves kill more than all other weather hazards combined. Sneaker waves are deadly larger-than-average swells that suddenly surge dozens of feet higher up the beach than expected, overtaking unwarned.

Sneaker Waves Respect the Power of the Ocean!

01:32

San Mateo County Harbor District is at Pillar Point Harbor.
Published by Hootsuite [?] · October 9 · Half Moon Bay ·

Viewing: English ▾

"Had the kayaker not heard the screams for help from the person in the water... we had pretty bad fog & he could've possibly been out there much longer without being found," Deputy Harbormaster Robert Du... said.
Always carry a marine radio on the water.
<http://ow.ly/zXgV50wtcTP>

WETLAND
NOW
66
WINDY & F
TODAY
81
TONIGHT
Partly Cloudy
63
TOMORROW
Partly Cloudy
69
WINDY & F
SAT & SUN
11 AM

NATIONAL HEADLINES

KRON4.COM

San Mateo County Harbor District
Published by Hootsuite [?] · July 31 ·

Beaches are one of our favorite places to play, but they can be dangerous. Waves in California can include powerful surf, shorebreaks combined with hazards along the shore such as steep cliffs, strong currents & unguarded beaches. Be Wave Safe California!

04:49

San Mateo County Harbor District
Published by Hootsuite [?] · September 4 ·

It can be many miles long, from 1 to 100 feet high, traveling at 400 miles per hour. This ocean monster is known as a tsunami & it can wreak havoc on coastal populations & landscapes. Tsunamis can strike any coastline in the world & can affect locations thousands of miles away.

Tsunami Awareness

03:18

Oyster Point Marina/Park
Published by Hootsuite [?] · September 22 ·

U.S. Coast Guard Marine Safety Information Bulletin 008-19 includes this warning: "Reduce potential fire hazards and consider limiting the unsupervised charging of lithium-ion batteries and extensive use of power strips and extension cords"
<http://ow.ly/xJCj50wkFCp>

Marine Safety Information Bulletin

Commandant
U.S. Coast Guard
Inspections and Compliance Directorate
2703 Martin Luther King Jr. Ave SE, STOP 7501
Washington, DC 20559-7501

MSIB Number: 008-19
Date: September 10, 2019
E-Mail: CGCVC@uscg.mil

Passenger vessel compliance and operational readiness

On September 2, 2019, the small passenger vessel CONCEPTION caught fire and sank off the coast of Santa Cruz Island, California with loss of life. A Coast Guard Marine Board of Investigation (MBI) has been convened and will conduct a thorough and comprehensive marine casualty investigation to determine the causal factors that contributed to this tragic incident. The Coast Guard and the maritime industry do not have to delay until the MBI has completed their investigation before taking immediate and positive action.

This bulletin identifies regulations related to firefighting, lifesaving, preparations for emergencies, and means of escape that serve as a reminder for owner and operators to ensure the safety of the passengers and crew while onboard. It is recommended that owners, operators, and masters of passenger vessels immediately complete the following:

Phase 2 Program Results

- Assisted with BWRAG Surf Safety Summit
 - Promoted participation of underserved communities
 - Managed catering for the event (100 participants)
- Coordinated two harbor tours
 - El Granada 3rd Grade Class: November 13
 - Boys and Girls Club of the Coastside: November 27
- Pillar Point Harbor Nature Walk: December 8
- Oyster Point Marina Nature Walk: in planning
- Sheriffs Activities League Fishing Trip: December 22

Events



San Mateo County Harbor District is at Pillar Point Harbor

Published by Hootsuite [?] · November 28 at 2:00 PM ·

Viewing: English ·

The 3rd grade class from El Granada Elementary School learn Pillar Point Harbor from Deputy Harbormaster Cary Smith.



San Mateo County Harbor District is at Pillar Point Harbor.

Published by Hootsuite [?] · October 30 ·

Viewing: English ·

The BWRAG - Big Wave Risk Assessment Group surf safety summit sponsored by the San Mateo County Harbor District was 18% women including local surf instructors from The Wahine Project, brown girl surf & City Surf Project. #SurfEquity <http://ow.ly/LETL50wXN8G>



San Mateo County Harbor District is at Pillar Point Harbor.

Published by Hootsuite [?] · 21 hrs ·

Viewing: English ·

A hearty group from the Boys & Girls Club of the Coastside braves the elements with Deputy Harbormaster Dante Madrigal to learn about Pillar Point Harbor



San Mateo County Harbor District is at Pillar Point Harbor

Published by Hootsuite [?] · November 5 ·

Viewing: English ·

Deputy Harbormaster Owen Moore with pro surfer Danilo Couto conducting sled rescue training during last weekend's surf safety summit in Pillar Point Harbor with the Big Wave Risk Assessment Group BWRAG - Big Wave Risk Assessment Group @danilocouto11 @shoyuegg <http://ow.ly/kgBA50x22sw>



San Mateo County Harbor District is at Pillar Point Harbor.

Published by Hootsuite [?] · November 4 ·

Viewing: English ·

Deputy Harbormaster and Training Officer Cary Smith performing a simulated water rescue in Pillar Point Harbor during last weekend's safety summit with BWRAG - Big Wave Risk Assessment Group. <https://www.bwrag.com/2019-half-moon-bay.html>



San Mateo County Harbor District is at Pillar Point Harbor.

Published by Hootsuite [?] · November 4 ·

Viewing: English ·

Big wave surfer Brian Keaulana with Deputy Harbormasters Cary Smith and Bobby Dunn about to drive our Rescue Water Crafts through a course of buoys during BWRAG - Big Wave Risk Assessment Group surf safety summit last weekend. <https://www.bwrag.com/2019-half-moon-bay.html>



Public Outreach Project 2020

- Period of 12 months: January to December 2020
- Same Phondini team:
 - Joe Falcone
 - Amy Broome
 - Dan Blick
- New District Communications Analyst
 - Lizzie Zuroski

Continue Social Media

- Delivery of at least 5 manual posts per week
 - District business, history, events, safety, recreation, etc
- Boost important posts to a wider audience
 - Including job postings, interesting events, safety info
- Advertise to attract more followers
- Translate all manual posts into Spanish
 - Investigate other languages for County audience

Diversify Outreach and Education

- Formalize relationship with Coastside, South San Francisco, & County community organizations including Sheriff's & Police Activities Leagues & Boys & Girls Clubs
- Boat excursions for underserved community groups for fishing or wildlife viewing
- Speakers on relevant topics at the District Office, Pop-up Tent at Harbor or Marina, or another location
- Tours & Nature Walks of Harbor or Marina

EXHIBIT A
Agreement between the San Mateo County Harbor District and Phondini Partners
LLC

Revised: December 5, 2019

1. Report and Analysis on Services Performed by Contractor

During Phase 2 of the Social Media/Public Outreach Project from July 1, 2019 to December 31, 2019, Contractor has provided the following services as of December 3, 2019:

Social Media Program

1. Maintained and expanded Social Media presence for the San Mateo County Harbor District as follows:
 - Facebook: SMHarbor
 - Facebook: PillarPoint
 - Facebook: OysterPointMarina added July 26, 2019
 - Instagram: SMHarbor
 - Twitter: SMHarbor
 - LinkedIn: SMHarbor
2. Ensured the delivery of, on average, Five (5) posts per week to each of the Social Media services after launch (March 6, 2019).
 - a. Number of posts from July 1 to December 3, 2019 is 2,678 consisting of:
 - Facebook – SMHarbor: 621 posts
 - Facebook – PillarPoint: 471 posts
 - Facebook – OysterPointMarina: 323 posts
 - Instagram – SMHarbor: 163 posts
 - Twitter – SMHarbor: 600 tweets
 - LinkedIn – SMHarbor: 500 posts
 - b. All official District communication (meeting announcements, job listings, requests for bids, etc) was distributed via social media.
 - c. Custom Zapier automation generated 412 Weather, Tide & SMC Alerts.
 - 198 Pillar Point Harbor Weather & Tide alerts
 - 104 Oyster Point Marina Weather & Tide alerts
 - 110 SMC alerts (almost half of these due to PG&E power shut-offs)
 - d. All manual Facebook posts were made in both English and Spanish which increased rank and visibility to Spanish users accounting for 7% of people reached.
3. Developed a following for the District Social Media presence by:
 - a. creating Advertising on the District website and Social Media services to inform the local community of the existence of the District and Harbor Social Media presence.
 - b. leveraged the over 50,000 users and followers of the FishLine Community

Program developed and managed by the Contractor to increase the followers and reach of District Social Media.

- c. followed (where reasonable and possible) the social media pages of over 2,600 local institutions, local leaders, local businesses, and similar organizations.
- d. check-ins at PillarPoint have increased from 97 to 1,017
- e. total followers across all Social Media has grown from 805 to 2,723
 - Facebook – SMHarbor: 515 => 1,359 followers
 - Facebook – PillarPoint: 61 => 377 followers
 - Facebook – OysterPointMarina: 0 => 445 followers;
 - Instagram – SMHarbor: 173 => 370 followers;
 - Twitter – SMHarbor: 48 => 123 followers
 - LinkedIn – SMHarbor: 8 => 49 followers
4. Monitored analytics on Social Media and produced detailed monthly analytics reports. A summary of key analytics up to December 3:
 - a. Facebook: 620.3K impressions, 27.7K engagements
 - b. Instagram: 80.7K impressions
 - c. Twitter: 170.6K impressions
 - d. LinkedIn: 3.8K impressions
 - e. Total: 875.4K impressions
5. Since the Social Media presence began in March, 2019, there have been 3,683 posts with virtually no trolls or abusive comments.
6. Preparing Social Media & Public Outreach Guidebook covering
 - a. Management,
 - b. Content sources,
 - c. Events,
 - d. Posts,
 - e. Advertising, &
 - f. Outreach
7. Training new District Communications Analyst on social media tools & practices

Outreach and Education Program

1. BWRAG Surf Safety Summit: October 24-27
 - a. Performed outreach with discount incentives to underserved community surf education groups including
 - Brown Girl Surf
 - The Wahine Project
 - City Surf Project
 - Returning Wave
 - MeWater Foundation
 - b. Invited instructors from 8 for-profit surf schools
 - c. Arranged catering for public training
2. El Granada Elementary School Pillar Point Harbor Tour: November 13
 - a. Tour given by Deputy Harbormaster Cary Smith
 - b. Feedback from Teacher Pauline Shue: the kids loved the tour and learned so

- much.
- c. Transportation: the kids walked to the Harbor
 - d. And it rained
3. Boys & Girls Club of the Coastside Pillar Point Harbor Tour: November 27
 - a. Tour given by Deputy Harbormaster Dante Madrigal
 - b. Feedback from Executive Director Jill Jacobson “it was really fun and we definitely learned a lot”
 - c. Transportation: plain old SamTrans
 - d. And, of course, it rained again.
 4. Pillar Point Harbor Nature Walk: December 8
 - a. All ages tour from Harbor to Mavericks Beach
 - b. And it will probably rain again
 5. Oyster Point Marina Nature Walk: in planning
 6. Sheriff’s Activities League Fishing Trip
 - a. Scheduled for October 27 but cancelled due to weather
 - b. Re-scheduled for December 22

2. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 3, Amount and Method of Payment, Contractor shall provide the following services for the period of January 1, 2020 to December 31, 2020:

Continue Social Media Program

1. Maintain the Social Media presence on Facebook, Instagram, Twitter and LinkedIn for the District.
2. Cooperate with and provide support to the District Communications Analyst with respect to the acquisition, scheduling and publishing of District Content
3. Curate content as required to ensure that it:
 - a. meets the Social Media Guidelines of the District,
 - b. delivers the information clearly and concisely, and
 - c. fits into a schedule of content delivery to avoid over-posting and saturation.
4. Ensure the delivery of Five (5) manually curated posts per week to each of the Social Media services in concert with the District Communication Analyst.
5. Provide and maintain the system that performs automated posting to Facebook, Twitter and LinkedIn, and add Instagram and other social media services when possible. These automated posts include:
 - a. High and low tide alerts for Pillar Point Harbor station 9414131 & Oyster Point Marina station 9414392. High tide alerts are useful for flooding events at Oyster Point Marina and low tide alerts are useful for tidepool and mud flat visitors.
 - b. Weather alerts for small craft advisories and gale warnings for NOAA forecast zones 531, 545 and 571. These alerts publish at 4am and, hopefully, discourage boaters and other water recreation enthusiasts from taking unnecessary risks.
 - c. San Mateo County alerts for areas adjacent to Pillar Point Harbor & Oyster Point Marina. There were a great many of these during the PG&E power shut-offs.
6. Develop a following for the District Social Media presence by:
 - a. creating Advertising on the District website and Social Media services to
 - inform the local community of the District Social Media presence.
 - boost posts of interest to the community to reach a larger audience
 - expose RFPs, ITBs, and employment opportunities to a larger audience
 - b. following relevant local, regional and state individuals and institutions on Social Media
 - c. leveraging the over 50,000 users and followers of the FishLine Community Program developed and managed by the Contractor.

Diversify Outreach and Education Program

1. Formalize relationship with key local community organizations
 - a. San Mateo County Sheriff's Activities League

- b. Boys & Girls Club of the Coastside
- c. South San Francisco Police Explorers, Project NEAT, Youth Police Academy
2. Investigate and Develop Outreach and Education program activities, including the following
 - a. Boat excursions for underserved community groups for fishing or wildlife viewing
 - b. Nature walks
 - c. Harbor tours
 - d. Speakers on relevant topics either at the District Office, a Pop-up Tent at the Harbor or Marina, or another location.
 - e. Associated information on social media and website
 - f. Organize at least Twelve (12) activities per year
3. Support other Harbor & Marina events where required
4. Survey participants in all activities where possible.
5. Maintain a record of the activities for publicity and potential grant applications.
6. Investigate grant funding from Coastal Commission, Coastal Conservancy and other sources.
7. Maintain inventory of promotional logo items

Perform Analysis

1. Produce a monthly report on Social Media analytics and Public Outreach activities
2. Deliver the following before the completion of the contract:
 - a. a written analysis of the District Social Media & Public Outreach Program
 - b. a written proposal to continue the District Social Media & Public Outreach Program
3. Additional services are available on a time and materials basis.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 2, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, District shall pay Contractor based on the following schedule and terms:

Contractor shall submit an itemized invoice on a monthly basis and will be paid accordingly for work completed. The period covered by this Agreement is from January 1, 2020 to December 31, 2020.

Deliverable	Estimated Cost
Social Media Content Acquisition, Curation and Delivery	\$6000
Social Media Management Console Subscription ranges from \$189 to \$298/month	\$2400-\$3600
Social Media Advertising includes \$99/month for Twitter Promote	\$3600
Outreach and Education Services	\$6000
Transportation & Other 3 rd -Party Expenses for Outreach and Education Activities	\$9000
Bilingual Services for Social Media, Outreach & Education includes variable costs for Gengo Translation Services	\$3000
Promotional Items	\$1200
Management and Compliance	\$1800
TOTAL	\$34,200

EXHIBIT A
Agreement between the San Mateo County Harbor District and Phondini Partners
LLC

Revised: January 30, 2019

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, Amount and Method of Payment, Contractor shall provide the following services:

Social Media Policy

1. Work with the District General Manager or designee ("District") to develop a Social Media Guidelines document for the District.
 - a. The project allows for Two (2) review cycles for the document.
 - b. In 2015, Contractor worked with the District Management, Counsel and Transparency Officer to produce a revised Electronics Communications and Social Media Policy.

Social Media Program

1. Select Three (3) Social Media services for an initial focus in consultation with the District (e.g. Facebook, Twitter & Instagram).
2. Create a Social Media presence on each service for the District for a total of Three (3) accounts
3. Design the mobile and desktop environment for each of the Social Media accounts.
 - a. District will facilitate the design process by providing access to graphics assets that represent the District including logos, maps, and pictures.
 - b. Contractor has access to a number of libraries containing current and historical photos of the harbor.
4. (optional) Develop a training program for selected District Staff and possibly Tenants on:
 - a. the proper and optimal use of Social Media for communications
 - b. the importance of good pictures in Social Media
 - c. the role of concise and clear text in Social Media
 - d. social media etiquette and permission, and
 - e. the District Social Media Guidelines.
5. (optional) Deliver a training session on subject matter identified in 4. above at District facilities.
6. Establish channels via email to acquire content from
 - a. District Staff,
 - b. Commissioners,
 - c. Tenants and
 - d. the General Public.
7. Visit District facilities to acquire content from:
 - a. District office or Harbor: Four (4) times per month
 - b. additional visits to the District office or Harbor to acquire content can be arranged on a time and materials basis.

8. Curate content from District Staff and Commission to ensure that it:
 - a. meets the Social Media Guidelines of the District,
 - b. delivers the information clearly and concisely, and
 - c. fits into the schedule of content delivery to avoid over-posting and saturation.
9. Ensure the delivery of, on average, Five (5) posts per week to each of the Social Media services for Ninety (90) days after launch with at least:
 - a. One (1) item from the Harbor,
 - b. One (1) item from the District management and operations
 - c. By default, all official District communication will be distributed via social media.
 - d. Content may be from current activities, archives or related news items depending on what is happening that week.
 - e. Within reason, and, as needed, provide content to meet these requirements based on the visits to District facilities in 7. above.
10. Develop a following for the District Social Media presence by:
 - a. creating Advertising on the District website and Social Media services to inform the local community of the existence of the District and Harbor Social Media presence.
 - b. sending emails using the District distribution list to cultivate followers from the local community.
 - c. leveraging the over 50,000 users and followers of the FishLine Community Program developed and managed by the Contractor.

Outreach and Education Program

1. Recruit volunteer docents from the community
 - a. With at least one bilingual docent
 - b. With knowledge of the harbor and local history and habitat
2. (optional) Develop a training program for docents, including:
 - a. history & culture
 - b. operations & business
 - c. fisheries
 - d. boating & recreational activities
 - e. biology & ecology
 - f. harbor patrol & safety
3. (optional) Deliver a training session on subject matter identified in 2. above for docents
4. Develop Outreach and Education program activities
 - a. Tours of Harbor and surrounding area
 - b. Associated information on social media and website
5. Select Three (3) community groups for initial Outreach and Education program activities per 4.
 - a. One (1) Coastside school group
 - b. One (1) Over-The-Hill San Mateo County school group (preferably from an underserved school district)
 - c. One (1) Government & Community group composed of elected and appointed officials as well as community leaders from San Mateo County
6. Engage the Three (3) community groups with the Outreach and Education program activities identified in 4 in a Ninety (90) day period.

Analysis

1. Deliver the following Thirty (30) days prior to the completion of the contract:
 - a. a written analysis of the District Social Media program

- b. a written analysis of the District Outreach and Education program
 - c. a written proposal on how best to continue the District Social Media program beyond this contract.
 - d. a written proposal on how best to continue the District Outreach and Education program beyond this contract.
2. Additional services are available on a time and materials basis.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, District shall pay Contractor based on the following schedule and terms:

Contractor shall submit an itemized invoice on a monthly basis and will be paid accordingly for work completed.

Deliverable	Estimated Cost
Development of Social Media Guidelines	\$500
Creation & Design of Social Media Presence	\$500
Social Media Training (optional)	\$1000
Content Acquisition, Curation and Delivery for 90 days	\$4500
Social Media Advertising for 90 days	\$1500
Docent Training (optional)	\$1500
Outreach and Education Services for 90 days	\$3000
Transportation for Outreach and Education Tours (estimate)	\$1500
Bilingual Services for Social Media, Outreach & Education	\$600
Management, Software Subscriptions, and Compliance	\$900
TOTAL	\$15500

AGREEMENT

PHONDINI PARTNERS LLC, PUBLIC OUTREACH SERVICES

THIS AGREEMENT is made as of this 6/24, 2019, by and between the **San Mateo County Harbor District** ("District") and **Phondini Partners LLC** ("Contractor").

WHEREAS, the District desires to obtain professional services in connection with Public Outreach Services (Project); and

WHEREAS, Contractor desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated June 10, 2019, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the District's Board of Harbor Commissioners (Board), at its meeting on June 19, 2019, authorized the Interim General Manager to enter into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

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

2. SCOPE OF SERVICES

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

3. SCHEDULE

Contractor will commence work upon District's direction and unless the Agreement is terminated sooner pursuant to Section 20 will complete all work requested by the District.

4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Joseph Falcone shall serve as the primary staff person of the Contractor to undertake, render and oversee all of the services under this Agreement. The Contractor may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The District agrees to pay Contractor an amount not to exceed \$39,900 in accordance with Contractor's proposal Exhibit A.

6. NOTICES

All communications relating to the day-to-day activities of the Project shall be exchanged between the District's General Manager and the Contractor.

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

If to the District: San Mateo County Harbor District
504 Ave. Alhambra, 2nd Floor
P.O. Box 1449
El Granada, CA 94018
Attention: General Manager

If to the Contractor: Phondini Partners LLC
PO Box 157
Half Moon Bay, CA 94019
Attention: Joseph Falcone, CEO

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

7. OWNERSHIP OF WORK

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

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

The Contractor represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any

copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

8. CONFIDENTIALITY

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

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

9. SUBCONTRACTORS

The Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The Contractor shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

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

11. RESPONSIBILITY; INDEMNIFICATION

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

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Contractor caused by a negligent act or omission or willful misconduct of the Contractor or its employees, subcontractors or agents; or

- B. Any allegation that materials or services provided by the Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

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

12. INSURANCE

A. Types of Insurance

The Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

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

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

1) Commercial General Liability Insurance

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

Said Policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set

forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) Business Automobile Liability

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

3) Workers' Compensation and Employers' Liability Insurance

If the Contractor employs any person to perform work in connection with this Agreement, the Contractor shall procure and maintain at all times, during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Workers' Compensation Limit of Liability is currently \$500,000.

4) Professional Liability Insurance

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

B. General Insurance Requirements

1) Acceptable Insurance

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

- 2) **Procure and Maintain Insurance**
The Contractor must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.
- 3) **Terms of Policies**
All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.
- 4) **Self-Insurance**
Upon evidence of financial capacity satisfactory to the District and Contractor's agreement to waive subrogation against the District respecting any and all claims that may arise, the Contractor's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.
- 5) **Deductibles and Retentions**
The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

C. Evidence of Insurance and Endorsements

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

- 1) Contractor will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Contractor is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause. Said policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. Consequence of Lapse

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

13. MANNER OF PAYMENT

Contractor will submit detailed monthly invoices at the end of each month describing the work performed and the associated deliverable. Invoices will also include total expenditures to date and the remaining balance on the budgeted amount. Invoices will be prepared in a format acceptable to District. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONTRACTOR'S STATUS

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

15. ASSIGNMENT

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

16. DISTRICT WARRANTIES

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

17. DISTRICT REPRESENTATIVE

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

18. DISPUTE RESOLUTION

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

19. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

All Contractor and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The Contractor and its subcontractors shall permit the District or its authorized representatives to inspect, audit and verify statements, invoices or bills submitted

by the Contractor pursuant to this Agreement. The Contractor shall also provide such assistance as may be required in the course of such audit. The Contractor shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

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

20. TERMINATION

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

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

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

21. NONDISCRIMINATION

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

22. CONFLICT OF INTEREST

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this

Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

23. PUBLICITY

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

24. ATTORNEY'S FEES

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

25. WAIVER

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

26. SEVERABILITY

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

27. NO THIRD PARTY BENEFICIARIES

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

28. APPLICABLE LAW

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

29. BINDING ON SUCCESSORS

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

30. ENTIRE AGREEMENT; MODIFICATION

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

between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

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

SAN MATEO COUNTY HARBOR DISTRICT

By: JOHN MOREN Date: 6-24-19

Title: Interim General Manager _____

Signature: _____

PHONDINI PARTNERS LLC

By: Joseph Falcone Date: 7/23/19

Title: CEO

Signature: _____

By: Joseph Falcone Date: 7/23/19

Title: Secretary

*Signature: _____

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

EXHIBIT A
Agreement between the San Mateo County Harbor District and Phondini Partners LLC

Revised: June 10, 2019

1. Report and Analysis on Services Performed by Contractor

During the Initial Phase of the Public Outreach Project, Contractor has provided the following services:

Social Media Policy

1. Worked with the District staff to update the Computers, Electronic Communications, and Social Media policy for the District. Policy was approved by the Board of Commissioners and Contractor has been following the guidelines.

Social Media Program

1. Selected Three (3) Social Media services in consultation with the District: Facebook, Twitter & Instagram.
2. Created a Social Media presence for the San Mateo County Harbor District on those services plus a presence for Pillar Point Harbor on Facebook. Verified ownership of the properties with Facebook.
 - Facebook: smharbor
 - Facebook: pillarpoint
 - Instagram: smharbor
 - Twitter: smharbor
 - LinkedIn: smharbor
3. Designed the mobile and desktop environment for each of the Social Media accounts.
 - a. District facilitated the design process by providing access to graphics assets that represent the District including logos, maps, and pictures.
 - b. Contractor accessed a number of libraries containing current and historical photos of the harbor and surrounding area. Thanks to the Half Moon Bay History Association and Dave Cresson for access to their archives.
 - c. Contractor has created a shared Google Photos library with 1,676 photos of the harbor and marina.
 - d. Contractor shared folder with the consultant conducting the search for the new GM.
4. Communicated with local community and met with District Staff to discuss:
 - a. the proper and optimal use of Social Media for communications
 - b. the importance of good pictures in Social Media
 - c. the role of concise and clear text in Social Media
 - d. social media etiquette and permission, and
 - e. the District Social Media Guidelines.
5. Established channels via email to acquire content from
 - a. District Staff,
 - b. Commissioners,
 - c. Tenants and

- d. the General Public.
- 6. Visited District facilities on a regular basis and Monitored District website and emails to acquire content from District Staff and Commission to ensure that it:
 - a. meets the Social Media Guidelines of the District,
 - b. delivers the information clearly and concisely, and
 - c. fits into the schedule of content delivery to avoid over-posting and saturation.
- 7. Ensured the delivery of, on average, Five (5) posts per week to each of the Social Media services for Ninety (90) days after launch (March 6, 2019). This target (60 posts) was exceeded significantly on Facebook, Instagram and Twitter.
 - a. Actual number of posts to June 7, 2019:
 - Facebook – smharbor: 103 posts
 - Facebook – pillarpoint: 57 posts (started posting April 2, 2019)
 - Instagram – smharbor: 100 posts
 - Twitter – smharbor: 109 tweets
 - LinkedIn – smharbor: 49 posts (started posting April 30, 2019)
 - a. All official District communication (meeting announcements, job listings, requests for bids, etc) was distributed via social media.
 - b. Major emphasis during National Safe Boating Week and Wear Your Life Jacket To Work Day with 23 posts during the 8-day period.
 - c. About 20% of Facebook posts were made in both English and Spanish which increases rank and visibility to Spanish users.
- 8. Developed a following for the District Social Media presence by:
 - a. created Advertising on the District website and Social Media services to inform the local community of the existence of the District and Harbor Social Media presence.
 - b. qualified to run Advertising on Social Media for the District in compliance with the Facebook program to eliminate rogue advertisers (required to provide identity and to show that District was a legitimate entity)
 - c. leveraged the over 50,000 users and followers of the FishLine Community Program developed and managed by the Contractor to increase the followers and reach of District Social Media.
 - d. followed (where reasonable and possible) the social media pages of local institutions, local leaders, local businesses, and similar institutions.
 - e. experienced virtually no trolls or abusive posts.
 - f. total followers across all Social Media is 805
 - Facebook – smharbor: 515 followers; following 91
 - Facebook – pillarpoint: 61 followers; following 91; 97 check-ins
 - Instagram – smharbor: 173 followers; following 318
 - Twitter – smharbor: 48 followers; following 350
 - LinkedIn – smharbor: 8 followers
- 9. Monitored analytics on the social media sites. A summary of the analytics information:
 - a. Facebook
 - Monthly post reach (unique individuals, both organic and paid) ranged from about 17K to 21K people.
 - 90% of followers are from the San Mateo County area led by Half Moon Bay, San Mateo, and Redwood City.
 - Gender mix of followers is 54% women; of people reached is 53%
 - Age distribution of followers is 38% under 45; of people reached is 38%
 - Approximately 10% of those reached declared Spanish as their language
 - b. Instagram
 - In the most recent 7-day period, 144 accounts reached with 584 impressions of

- content
 - Gender mix is 53% women
 - Age distribution is 64% under 45
 - c. Twitter
 - subscribed to Twitter Promote Mode since April 26 which significantly increases the exposure of tweets beyond followers
 - Tweets earned 54.1K impressions (number of times users saw the Tweet) since March 6, 2019. Since Promote Mode was activated, a typical Tweet gets 1.2K impressions.
 - d. LinkedIn
 - LinkedIn posts have 266 impressions since April 30
10. Facebook support
- a. The Contractor has met with Facebook 3 times, once in person, to discuss the District social media presence.
 - b. Facebook's analysis of the progress so far is that we've outperformed expectations because the District Social Media appeals primarily to San Mateo County adult residents which number about 500,000.
 - c. Facebook also accepted feedback on how their tools work for a special district government organization which is an unusual customer for them.

Outreach and Education Program

1. Recruited volunteer docents from the community
 - a. Identified several individuals in the local community
 - b. Candidates experienced harbor tours and other activities
2. Developed Outreach and Education program activities
 - a. Focused on Tours of Harbor and surrounding area
 - b. Worked with District to identify and design promotional items (keychains, coffee mugs, notebooks, tote bags, bookmarks). 1200 bookmarks were given out in goody bags at Pacific Coast Dream Machines.
 - c. Created tour survey form.
3. Selected 2 community groups for initial Outreach and Education program activities.
 - a. May 5, 2019: Sheriff's Activities League Coastside Empowering Young Women (20) for education session inside the Harbormaster office because of inclement weather (would have been a harbor tour). We arranged a bus for transport which turned out to be prescient because of the bad weather.
 - b. May 29, 2019: Stanford Coastside Club (13) for harbor tour with discussions with three members of the commercial fishing community along the way. Survey results gave tour guide, tour length, tour content, tour satisfaction, and recommend to a friend all 5 stars out of 5. Tour location easy to find (Harbormaster building) got one 4-star rating. Comments: "Excellent" "Enjoyed it" "Fascinating! Loved it!" "Very Informative" "Thank you!" "Great information!"
 - c. A third tour was planned for El Granada Elementary School 3rd Grade Class but we ran out of time because of the end of the school year and the end of the contract.

Tenant communications system

1. Identified DialMyCalls as suitable vendor
2. Consulted with district staff on implementation

2. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 3, Amount and Method of Payment, Contractor shall provide the following services:

Public Outreach Plan and Training

1. Develop a Public Outreach Plan for the District.
 - a. Develop plan based on the Institute for Local Government TIERS Public Engagement Framework
 - b. TIERS provides a step-by-step approach to public engagement using the five (5) pillars of Think, Initiate, Engage, Review and Shift.
 - c. The District is already at Engage so we will Review what has been done and then follow the TIERS process to develop the Outreach Plan
2. Train a District Communications representative, to be hired.
 - a. Provide training and mentoring for all the functions provided in this project
 - b. Register two District representatives for the TIERS Public Engagement Learning Lab which consists of training and support over a six-month period for an agency team.
 - Two-day immersive off-site Public Engagement Workshop in San Diego, 9/5-6
 - Private initial kickoff consultation with ILG
 - Monthly 'Open Lab' calls for problem solving, peer-to-peer learning and coaching (post workshop)
 - TIERS material and online tools

Continue Social Media Program

1. Provide Social Media services for Facebook, Instagram, Twitter and LinkedIn for a period of Six (6) months.
2. Visit District facilities to acquire content from District office, Harbor & Marina as required.
3. Curate content from District Staff and Commission to ensure that it:
 - a. meets the Social Media Guidelines of the District,
 - b. delivers the information clearly and concisely, and
 - c. fits into the schedule of content delivery to avoid over-posting and saturation.
4. Ensure the delivery of, on average, Five (5) posts per week to each of the Social Media services:
 - a. One (1) item from the Harbor,
 - b. One (1) item from the District management and operations
 - c. By default, all official District communication will be distributed via social media.
 - d. Content may be from current activities, archives or related news items depending on what is happening that week.
 - e. Within reason, and, as needed, provide content to meet these requirements based on the visits to District facilities in 7. above.
5. Develop a following for the District Social Media presence by:
 - a. creating Advertising on the District website and Social Media services to inform the local community of the existence of the District and Harbor Social Media presence.
 - b. following relevant local, regional and state individuals and institutions on Social Media
 - c. leveraging the over 50,000 users and followers of the FishLine Community Program developed and managed by the Contractor.

Diversity Outreach and Education Program

1. Investigate and Develop Outreach and Education program activities, including the following
 - a. Boat excursions for underserved community groups for fishing or wildlife viewing
 - b. Public art project involving local community groups (permanent or temporary)
 - c. Speakers on relevant topics either at the District Office, a Pop-up Tent at the Harbor or Marina, or another location. Topics can include all of the areas listed in (2).
 - d. Activities in conjunction with community groups & organizations (e.g. Local Schools & Colleges, Sheriff's Activities League, Coastside Fishing Foundation, Local Fishermen Groups, Golden Gate Audubon, Pacific Beach Coalition, HMB Yacht Club, Half Moon Bay History Association, Sea Hugger, Marine Mammal Center, Cal SeaGrant, ...)
 - e. Tours of Harbor and surrounding area
 - f. Associated information on social media and website
 - g. Organize at least One (1) activity per month
2. Recruit volunteer docents to assist with the activities in (1)
3. Survey participants in all activities where possible.
4. Maintain a record of the activities for publicity and potential grant applications.
5. Investigate grant funding from Coastal Commission, Coastal Conservancy and other sources.
6. Maintain inventory of promotional logo items

Analysis

1. Deliver the following before the completion of the contract:
 - a. a written analysis of the District Public Outreach Program
 - b. a written proposal to continue the District Public Outreach Program
2. Additional services are available on a time and materials basis.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 2, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, District shall pay Contractor based on the following schedule and terms:

Contractor shall submit an itemized invoice on a monthly basis and will be paid accordingly for work completed.

Deliverable	Estimated Cost
Development of Public Outreach Plan	\$7500
Training for District Communications representative	\$2000
TIERS Public Engagement Learning Lab for 2 persons	\$3500
Social Media Content Acquisition, Curation and Delivery	\$6000
Social Media Management & Advertising	\$3000
Docent Recruitment & Training	\$2000
Outreach and Education Services	\$6000
Transportation & Other 3 rd Party Expenses for Outreach and Education Activities	\$6000
Bilingual Services for Social Media, Outreach & Education	\$1500
Promotional Items	\$600
Management and Compliance	\$1800
TOTAL	\$39,900



Item 16
No Staff Report



Item 17
No Staff Report



Activity Report

TO: Board of Harbor Commissioners
FROM: John Moren, Director of Operations
DATE: December 18, 2019
PERIOD: November 2019

Pillar Point Harbor:

Construction Update & General Status Updates:

- Misc. maintenance work in progress throughout the marina
- Landscaping in facility

Miscellaneous:

- 1,325 Launches at boat ramp 11/1/19 thru 11/30/19
- Beach Clean up on November 30, 2019
- Pillar Point Fishing Pier Rehab Project began on Nov 18th.
- Ongoing training
- All PPH crew had forklift training and are all forklift certified
- 3 new DHM'S had fire fighting training in LA county Nov 18-22.
- Cross training with OPM staff
- Recreational Sport Crab ongoing
- Marine Flare Pilot Collection Event- PPH on Nov 2ND, Pillar Point Harbor Patrol turned in 114 abandoned flares
- Tour with fifty 7th graders on Nov 7th. Came for a tour w/ Sea Hugger
- Tour with thirty-five 3rd graders from Sea Crest on Nov 13, 2019
- Commercial Crab Season delayed
- Mooring Balls inspected on Nov 26th

Occupancy Overview:

- Total occupancy: 110% 369 slips, 399 occupied, staff working to accommodate as many vessels as possible.

Search and Rescue Activity Highlights & Urgent Need Activities:

- 11/1 thru 11/30
 - 10 Search & Rescue
 - 20 Patrol Vessel
 - 29 DHM Calls
 - 3 Medical
 - 4 Law Enforcement
 - 3 Training
 - 2 Events
 - 5 Environmental Resource Protection Calls

EMS-Clean Marina Activities:

- Vessel safety/environmental inspections are ongoing
- Registration and Insurance enforcement
- Public Hoist inspected/certified

Calendar Reminder Items of Events and Activities:

- Lighted Boat Festival on December 14, 2019, may have to be cancelled/re-scheduled due to conflict with delayed Commercial Crab Season Opening
- Coastal Clean-up on December 28, 2019

Oyster Point Marina/Park

General Status & Construction Update:

- Misc. maintenance work in progress throughout the marina.
- OPD Development Project continues underway

Miscellaneous:

- Registration, Liveaboard and insurance enforcement & seaworthiness
- November 2nd, Flare Collection Event
- November 13th, Forklift training in accordance with OSHA

Occupancy Overview:

- On 11/30/19 occupancy: 75% 408 slips, 305 occupied

Search and Rescue Activity Highlights & Urgent Need Activities:

- 11/1 thru 11/30: 25 vessel activities, 2 Fire, 5 Police Business, 12 DHM Call Outs, 6 Patrol Boat

EMS-Clean Marina Activities:

- Vessel inspections for new tenants and for seaworthiness of existing tenants are ongoing.
- Outdated flare disposal event 11/2

Calendar Reminder Items of Events and Activities:

- OPYC Lighted Boat Contest 12/20 6pm

OPM Staff:

OPM DHM team members Greg Gubser and Mat Hoff received below commendation from a tenant for their work in preventing significant damage to the tenant's vessel.

From: James Hirtzel <james.hirtzel@icloud.com>

Sent: Tuesday, November 12, 2019 1:53 PM

To: Jim Merlo <jmerlo@smharbor.com>

Subject: Recent Wind Storm and your crew

Hello Jim-

I just wanted to follow up with you about our conversation regarding the odd bit of weather we had the other day, and the great work your staff did.

A wind storm of that magnitude is a rare event, especially from that wind direction, and the damage it caused through out the Bay Area was significant. I wanted to thank the staff you had on hand that day, Greg and Matt, for doing an excellent job keeping our sailboat from suffering significant damage. With the wind ripping the jib out of the furler and causing it to whip violently around, Greg and Matt did a fantastic job of securing the sail.

This type of service and care is one of the reasons we selected Oyster Point Marina!

Thanks Again!!

James Hirtzel
Dock 4 Slip 48

Administration:

See related Staff Report for update on Capital Projects

District:

- New GM hired 12/11/19 and new PPH Harbormaster hired 12/4/19

Grants:

- Working with FEMA and CalOES for project funding assistance
- Continuing efforts to identify potential grant funding for all CIP's

District Training Officer, DHM Cary Smith:

Activities and Training:

- Allied Agency Training with PPHP/OPMHP and USCG



- September 30 to October 3 K38 Stage 4 Rescue Water Craft Training 11 DHM Staff members completed Nationally Recognized Coxswain Certification.
- October 7 to 11 PC 832 Training Certification DHM Moore and DHM Sumner

- October 10 to October 13 PPHP and OPMHP Participation in SF Fleet Week (PPHP RWC Operations with the SFPD Marine Unit for SF City Water Front “Bridge to Bridge” Force Protection and Boating Safety)
- October 16 and 17 DHM A Testing and Interviews
- October 23 BWRAG Allied Agency Training, Attendees included SM County Parks, SMCSO Marine Unit, DHM Staff OPMHP and PPHP and USCG Station Golden Gate
- October 23 USCG Air Station Annual Small Boat Station Training Sign Off (Static in upper Launch Ramp Parking Area)
- October 23 to 25 DHM Finch and Moore completed Radiological Detection Training USCG Sector SF
- Facilitated and Supported BWRAG Training needs and Resources
- October 26 and 27 DHM Dunn, Duffy, Moore and Sumner BWRAG Attendance and Training
- October 30 New Tablet Training with the IT Team
- Meetings and Improvement of District Communications (Boating Safety Messaging and Harbor Patrol recognition for efforts for the community)
- Preparation and Support for Marine Flare Collection Turn In Pilot Program November 2nd
- preparation for Sport Crab Season Opener

Future Objectives in Progress:

- SMCHD Operations Training standardization
- SMCHD Patrol Boat Electronics Standardization
- SMCHD Water Based Recreational and Harbor Community Training
- SMCHD Enhanced Allied Agency Communications
- SMCHD Administration and Commission Safety and Boating Education Training
- SMCHD Operations Social Media Safety Messaging and Environmental Resource Protection Messaging
- SMCHD Operations Professional Image Development and Outreach
- SMCHD Operations Customer Service Training
- SMCHD Operations Mental Health and Self Medication Awareness and Officer Safety Training
- CPR/First Aid/AED Training from DHM Staff to Harbor Communities

District Safety:

- Target Solutions - OSHA courses, continuing to assign safety refresher courses for 2019.
- 2019 DBW Boater Safety Survey/Kits – Continuing to work with DBW at PPH and OPM to send out Dock Walker boater safety surveys with statements. Tenants will deliver completed surveys to the HM office for boater safety kits.
- Continuing increased training efforts to promote excellent Customer Service.

- Continued partnership with the San Mateo Resource Conservation District (RCD) to address pet waste as a cause of water pollution. Information on how pet waste is a pollutant is provided on the District's website and on informational flyers at both PPH and OPM Harbor Master Offices. Additionally, the link for the public to take the "Scoop-the-Poop" Pledge is on the District website. The District will be using its social media to further public awareness of the water pollution caused by pet waste and to encourage public to remove all pet waste.

Pictured are examples of informational flyers currently in use for public outreach to spread awareness on pet waste pollution.



SAN MATEO RESOURCE CONSERVATION DISTRICT

<http://www.sanmateorcd.org>
<https://www.facebook.com/sanmateorcd>
 This outreach program is funded by San Mateo County




Learn more at www.sanmateorcd.org/WQ and follow us on Facebook and Instagram @sanmateorcd

SAN MATEO RESOURCE CONSERVATION DISTRICT

ATTENTION PET LOVERS!

HELP PROTECT CREEKS & BEACHES




Pick up after your pet!

GET THE SCOOP ON PET POOP

HEALTH RISKS
 Bacteria and viruses in pet waste can cause illness in people and animals. You can be exposed to pet waste bacteria and viruses while gardening, playing in the grass, swimming, surfing, boating, or sunbathing on the beach.

WATER POLLUTION
 When it rains, pollutants such as pet waste are transported from lawns, streets, and trails to storm drains, creeks, streams, the beach, and the ocean without treatment.

LOCAL CONCERNS
 Local studies show high fecal bacteria levels at many creeks and beaches in coastal San Mateo County. If you live in a watershed that flows to beaches with this warning, it is especially important to do your part. For more info about beaches with high bacteria levels visit www.smchealth.org/beaches



There are many sources of bacteria but **picking up pet waste is one of the easiest ways to stop bacterial pollution**. The Resource Conservation District, the County, and other local partners continue to find solutions to prevent bacteria from entering local creeks, beaches, and the ocean.

YOU CAN MAKE A DIFFERENCE!

On walks: Carry extra bags and pick up pet poop on sidewalks and trails. Always throw away bags in a landfill trash can.


At home: Pick up pet waste in your yard, especially before it rains, and dispose of it in a landfill trash can. Do not discard in a compost bin


Dispose of waste: Unbagged pet waste can also be flushed down the toilet or put in a pet waste digester.


Take the Scoop the Poop Pledge: Receive a free pet waste bag dispenser when you take the pledge: www.flowstobay.org/petwaste (only residents of unincorporated County are eligible to receive a free pet waste bag dispenser)

Post a sign: If your yard is in a visible area, post a sign reminding others to pick up after their pet.

Spread the word: Tell others about the impacts of pet waste and encourage them to pick up after their pet.









Activity Report

TO: Board of Harbor Commissioners
FROM: Julie van Hoff, Director of Administrative Services
DATE: December 18, 2019
PERIOD: November 2019

Harbor Commissioner Meetings

- Regular Commission Meeting – November 20, 2019

Public Record Act Requests

- Received and working on a request from Commissioner Brennan requesting all communications from/to Commissioner Chang Kiraly beginning September 18, 2019

Accounting/Finance

- **Accounting/Finance Operations**
 - Accounts Payable (A/P)
 - Processed two A/P runs
 - Uploaded Positive Pay to US BANK
 - Processed recurring journal entries
 - Updated A/P vendor master lists, 1099 info, new purchase orders, updated CA Use Tax
 - In process of setting up an account with Department of Public Works at Pillar Point Harbor
 - Accounts Receivable (A/R)
 - Daily cash batch review and tenant account adjustment review
 - Month-end – The Marina Program (TMP) to general ledger reconciliation and rollover to next period
 - Assisted with collections of balances, filing of liens, sale of boats, and assisting operations staff
 - Prepared and reviewed monthly A/R report for PPH and OPM
 - Met with management to review “problem” accounts
 - Sent accounts to collections

- Working on cleaning up AR credit balances at PPH and filing unclaimed property for monies not returned to customers
 - Banking/Investments
 - Reconciled bank and investment accounts
 - Prepared bank reconciliation adjustments
 - Set up online access to obtain bank statements electronically
 - Budget
 - Created and posted Budget Amendments for 1st quarter reporting
 - Purchasing/Contracts
 - Updated contract summary and major contract reconciliations
 - Payroll
 - Processed three payroll cycles including one early payroll which needed to be completed by Monday instead of Wednesday due to the Thanksgiving holiday
 - Uploaded CALPERS/ICMA reports for 457 savings plans
 - Reported CALPERS pension plan information
- **Board Meeting(s)**
 - Prepared Bills & Claims report
 - Prepared Legal Fees report
 - Prepared first quarter Rent report
 - Prepared first quarter Financial Statements
- **Grants**
 - Submitted SDRMA Loss Prevention Allowance Funds -\$1,000
 - Ocean Protection Council reimbursement requests for #9, #10, and #11 - \$19,800
 - Submitted Used Oil reimbursement request to County of San Mateo- \$2,983.91
- **Year-end Accounting/Audit**
 - Finalized audit adjustments for GASB 68- Accounting & Financial Reporting for Pensions

Human Resources

- **Prepared Check Request for Medical & Life Insurance**
 - OE3 Trust Fund
 - Teamsters
 - SDRMA Medical & Ancillary
- **Personnel**
 - Worked on filing personnel paperwork
 - Prepared one Personnel Action Form for step increases
 - Prepared paperwork for an employee evaluation
 - Prepared two Personal Action Forms for new hires
 - Prepared on-boarding paperwork for Deputy Harbormaster
 - Prepared paperwork for a PTO payout request

- Prepared Respirator Fit Test Authorization Form for three employees
 - Responded to two Verifications of Employment
 - Responded to employee questions regarding Standard Life insurance
 - Updated employee contact list
 - Responded to employees regarding rules related to usage of Extended Illness Bank hours.
 - Assisted current employee with pending changes to medical plan
 - Submitted new enrollment paperwork for new employee
 - Continued coordination of staff appreciation/holiday party, scheduled December 11, 2019 from 11:30 a.m.-1:30 p.m.
 - Worked with Labor & Employment Counsel on numerous issues including harassment issues and longevity health benefits issue
 - Investigated a formal complaint submitted by a District employee against another District employee
 - Assisted employee with Workers' Compensation claim, prepared and submitted claims form
 - Updated Administrative Assistant III job description and changed title to Deputy Board Secretary
 - Sent information to employees regarding the availability of the flexible spending account
 - Worked with administrator of the District's Flexible Spending Account to renew agreement for 2020
 - Reviewed reference materials for Ogletree Deakins to gain a better understanding of recent California laws, leave issues and the interactive process
- **Employment Recruitment**
 - Facilitated and interviewed candidates for position of Accountant
 - Entered into agreement with CPS HR to assist in the Deputy Board Secretary recruitment
 - Participated in the Half Moon Bay job fair promoting all open positions
 - Sent out letters to candidates who were not selected for the position of Deputy Harbormaster or Harbormaster.
 - Assisted with interview scheduling for the Assistant Harbormaster position for Pillar Point Harbor
 - Worked with website provider to get access to online job application submissions

Other Administrative Functions

- **Policy/Procedure Updates**
 - Working on records retention policy and procedures, including policy development and organizing or destruction of physical copies of documents
 - Prepared draft policy regarding Commissioner Reimbursements.
 - Working on accounts payable procedure

- Worked with District Counsel regarding interpretation of Board Agenda Policy
- Researched State Law requirements for paying employees during District travel/training and sent information to all employees
- **Leases/CAPs/Special Events**
 - Working on HMB Sportfishing reconciliation
 - Developed new permit tracking spreadsheet, created new permits@smharbor.com email address, began conceptual work on full digital transition from SMCHD permitting program, began coordinating Special Event Permits for 2020
 - Created and sent 27 CAP and Wedding Event Permit renewal letters
 - Notified Geatani Real Estate regarding mold in offices and requested replacement of carpet.
- **Risk Management/ADA Compliance**
 - Reported minor vehicle accident involving District truck to SDRMA
 - Participated in 5 ADA compliance training webinars
 - Researched ADA Coordinator certification
 - Continued to review ADA Self-Evaluation and Transition Plan produced by Sally Swanson Architects, Inc. in August 2018 to determine next steps for moving forward
 - Researched newsletter templates used by other government agencies (including local) as well as past iterations of the District's newsletter. This is required for transparency certificate from CSDA
 - Began research into Driver Liability forms
 - Attended Coastside Emergency Action Program (CEAP), debriefed regarding power shutoff
 - Worked to further develop community inroads for emergency planning
 - Began conversations with SMC OES to unify messaging
- **Information Technology**
 - Updated District's website.
 - Received six proposals for Information Technology Managed Services which were due to the District on November 19, 2019 at 4:00 p.m. Prepared Requests for Clarification and Modifications responses. Scored proposals and invited top three firms to an interview.
 - Continued to research potential Microsoft SharePoint transition and identify optimal operational pathways to support this transition
 - Worked with Caspian to troubleshoot printer and computer issues on a variety of occasions and in multiple locations
 - Coordinated email, calendar, and workstation setup for new employees
- **Communications & Social Media**
 - Created 14 separate posts including 10 for BWRAG, 2 for Board meetings, 1 regarding Thanksgiving holiday office closure, and 1 sunrise at OPM

- Continued work on a comprehensive communications plan to guide strategic direction of social media and outreach
 - Participated in Hootsuite webinars including How to Prepare for the Future of Customer Engagement and Build for the Future
 - Obtained Skillshare training on how to boost Facebook engagement without buying ads
 - Met with social media consultant 3 times to discuss social media strategy and posting schedule
 - Obtained approximately 50 photos regarding recreational crab opener and Mike Williams recognition
 - Reviewed Social Media contract and monies left for outreach services
 - Began conceptualizing Social Media campaigns for 2020
 - Created new social@smharbor.com email address
- **Other**
 - Scanned incoming mail
 - Attended monthly staff meeting
 - Worked on special event permits
 - Continued Cross training of accounts payable and accounts receivable Accounting Technicians
 - Working on ensuring all District vessels, trailers and vehicles have up to date DMV registrations.
 - Attended the 2019 Board Secretary/Clerk Conference in Monterey
 - Created 2020 Calendar for District Holidays, Board Meetings, and Pay Days