



THE CITY OF
HALF MOON BAY
CALIFORNIA

REQUEST FOR PROPOSALS (RFP)

**For the Development of a
Parks and Recreational Facilities Master Plan**

Date of Issue: Monday, September 19, 2016

1.0 RFP Overview

1.1. About the City of Half Moon Bay

Located 28 miles south of San Francisco, the City of Half Moon Bay is a community of about 11,700 people, situated on the peninsula between forested hills and some of the most beautiful coastlines that California has to offer. Its historic Downtown is home to numerous shops, art galleries, restaurants, bed and breakfasts, and other businesses, and its celebrated beaches and parks are wonders of nature, accessible to pedestrians, bicyclists, and equestrians. With its many activities and events, beautiful natural scenery, old-City charm, and abundance of retail and commercial services, Half Moon Bay is a regional destination.

The City and coastside are home to numerous nurseries and farms. The world-famous Pumpkin Festival, held in October, draws hundreds of thousands of people to the coast to enjoy its panoramic vistas, fine cuisine, arts, crafts and genuine hospitality. Half Moon Bay and the coastside are proud of their agriculture and floriculture center where roadside stands sell locally grown fruit, artichokes, greens, root vegetables, beans and herbs. You cannot top the fresh seafood available everywhere in restaurants or to take home and prepare yourself.

Residents of this charming community live a lifestyle that many think no longer exists in California. Neighbors care about each other, schools are important, and there is a sense of real community.

A list of City-owned parks, trails and recreational facilities is included as Attachment A.

1.2. Purpose of RFP

The City of Half Moon Bay is seeking proposals from qualified consulting firms to prepare a comprehensive Parks and Recreational Facilities Master Plan (Plan). This Plan will intentionally not address pedestrian and bicycle amenities as the City is developing a separate Bicycle and Pedestrian Master Plan. The City seeks a Plan that is concise, user-friendly and creates a roadmap for ensuring an appropriate balance of facilities and amenities throughout the community, now and into the future.

The Plan will be informed by the policies of the City's Local Coastal Land Use Plan and General Plan, which are currently being updated. These updated policy documents set the framework for the Plan's purpose: to create a clear set of goals, objectives, priorities, and implementation measures for development, enhancement, maintenance and operation of the City's parks and recreational facilities for the next fifteen years or more.

As the Plan is developed, it will need to be checked for consistency with the Local Coastal Land Use Plan and General Plan updates. The Plan will require the review by the Parks and Recreation Committee (PRC), the Planning Commission and ultimately approval by the City Council.

1.3. City Objectives

The City's high level goals for the Plan include:

- Ensuring that residents, user groups, associations and other stakeholders are provided an opportunity to participate in the development of the Plan;
- Providing a variety of high quality parks and recreational facilities that meet the needs of a diverse range of residents and visitors, now and into the future;
- Showing compliance with State and Federal laws pertaining to age appropriate facilities, disability access and other regulations;
- Guarantying compliance with the California Environmental Quality Act (CEQA);
- Identifying path for protection of environmental resources;
- Anticipating and flexibly accommodating future statutory changes;
- Identify a framework for the security element for parks and recreational activities within the City;
- Creating a plan that is financially realistic given available City revenues and other potential funding sources;
- Establishing priorities and phasing for plan implementation;
- Utilizing new technologies and/or methodologies to reduce the City's contribution to greenhouse gas emissions/climate change; and
- Acknowledging State of California Parks and Cabrillo Unified School District recreational amenities as additional community resources in the Master Plan.

1.4. Selection Criteria

Proposals should contain specific methods and techniques that the consultant will use and sufficient information to enable the City to properly evaluate the qualifications of the consultant and any sub-consultants. The successful team or individual must demonstrate a proven track record in assisting public agencies with preparing parks and recreational facilities master plans while working closely with City staff throughout the process. The successful consultant will be selected on the basis of professional qualifications and demonstrated competence. Particular attention will be paid to:

- Ability to perform the requirements outlined in this RFP.
- Qualifications and relevant experience of the consultant and individuals who will work on the project.

- Amount and quality of time key personnel will be involved in their respective portions of the project.
- Reasonableness of the fee requested to do the work; comparability of fee to similar services offered by other qualified consultant(s).
- The consultant’s demonstrated record of success in a similarly sized coastal community.
- The specific methods and techniques to be employed on the project.
- Ability to provide appropriate insurance in adequate amounts.

1.5. Selection Procedure

All responses to this RFP that meet the submittal requirements (Section 3) will be evaluated by a review panel comprised of City staff. The evaluation committee will identify a short-list of the best qualified consultants. The short-list of consultants will be asked to participate in interviews/scripted demonstrations. The interviews will be conducted on-site.

The reference checks will consist of phone and/or email inquiries of current or past customers of consultant – either provided by consultant for reference or contacted independently by Half Moon Bay. Upon completion of the interview, demonstration, and reference checks, the City will select a finalist with whom to begin final negotiations of a contract to be taken to the City Council for approval.

Submittal of a proposal does not guarantee a consultant will be asked to interview/demonstrate. Attendance at any such interview/demonstration will be at the consultant’s expense.

1.6. RFP Schedule (Tentative)

The table below provides the estimated schedule that will be followed.

Item	Date
Release RFP	Monday, September 19, 2016
Consultant Questions Due	Monday September 26, 2016
Proposals Due	Monday October 3, 2016
Proposal Evaluation Period	October 5 to 7, 2016
Interviews of Best Qualified Consultants	Thursday, October 13, 2016
Reference Checks	October 17 to 21, 2016
Selection of Finalist;	Tuesday, October 25, 2016
Finalize Agreement	

The City reserves the right, at its sole discretion, to adjust the schedule as it deems necessary. Notification of any adjustment to the RFP schedule will be posted on the City’s website as an addendum to the RFP and consultants will be notified via email.

1.7 RFP Questions/Contact

The City invites you to submit a proposal in accordance with the terms, conditions, and specifications contained in this document. Please provide the information requested on October 3 as instructed in SECTION 3 and received no later than 5:00 p.m. to:

Scott Phillips

Associate Planner

sphillips@hmbcity.com

The consultant is responsible for ensuring that the email was successfully received. Questions and requests for clarification and/or additional information should be directed via email to the contact above. All responses to questions/clarifications will be posted on the City’s website and/or as an addendum to this RFP (see Section 1.6 - Schedule).

2.0 Scope of Services

Throughout the entire project, the consultant will work closely with City staff and establish scheduled meetings to keep staff informed of the status of the project. Meetings may be in person, by phone or via video conference. The consultant must have a comprehensive knowledge of all regulations regarding parks and recreational facilities, master plan provisions, local environmental challenges, California Environmental Quality Act, and applicable best practices in the industry. The Consultant’s scope of work will include the following tasks:

2.1 Preparation of Work Plan

Within 10 days of the execution of the contract, the Consultant will meet with staff to develop a comprehensive work plan with specific deliverables and due dates.

2.2 Review of Resource Documents

The consultant will review the resource documents listed below and have a thorough understanding of each prior to preparation of the RFP and service contract. These documents are attached at the end of the RFP document or, as noted, are available on the City website.

- a. List of City current parks and recreational facilities (attached)
- b. Parks and Recreation Element, 1995

- c. City of Half Moon Bay Capital Improvement Plan (website: http://www.half-moon-bay.ca.us/index.php?option=com_content&view=article&id=124&Itemid=126)
- d. City of Half Moon Bay Trail and Park Map (attached)
- e. City of Half Moon Bay Professional Services Agreement (attached)
- f. Plan Half Moon Bay Local Coastal Program and General Plan Updates, in progress (website: www.PlanHMB.org)
- g. City of Half Moon Bay General Plan and Local Coastal Program Land Use Plan in effect (website: www.hmbcity.com/planning, Forms and Documents link, left column)

NOTE: Additional resource documents are available from San Mateo County and non-profits that are implementing trail projects in and linked to Half Moon Bay improvements.

2.3 Gather Input and Assess Community Needs

The consultant will:

- Identify and develop methods to distribute information (website, newsletter, existing publications and media) and work with City staff on distribution of information;
- Provide well-organized and directed activities, techniques and formats that will ensure that a positive, open and proactive public participation process and communications strategy are achieved;
- Obtain stakeholder (users, non-users and visitors to the City) input regarding community members' interests, needs and desires for and customer satisfaction with current City parks, trails and recreational facilities and for desired amenities not currently available in the City;
- Provide for bi-lingual English/Spanish outreach and communication materials; and
- Obtain feedback and help reach consensus for a comprehensive Master Plan. If consensus is not possible, provide sufficient information to facilitate informed decision making by the PARKS AND RECREATION COMMITTEE, Planning Commission and City Council.

Because of the significant planning activity currently underway, especially for the City's Local Coastal Land Use Plan and General Plan updates, recently collected information is available regarding existing conditions and community priorities. Mapping and inventory information were recently updated. The planning process for the recently approved new Half Moon Bay Library also included vast data collection, some of which is relevant to parks and recreation facilities. The Plan should incorporate this previously obtained information to avoid duplicative research and outreach efforts.

2.3 Demographic Trend Analysis

The consultant will review and interpret available demographic, cultural, socio-economic, emerging parks and recreation and other trends relevant to the City of Half Moon Bay and will use this trend analysis to project future needs for parks, trails and recreational facilities.

2.4 Facility Inventory and Condition Assessment

The consultant will perform the following analysis:

- Compile an inventory of existing parks and recreational facilities including the capacity of each amenity [e.g. playgrounds, playing fields, buildings, natural areas, picnic areas, restrooms, parking, special facilities, facilities owned or operated by other agencies, and commercial recreational facilities];
- Conduct an assessment of each amenity including functionality, accessibility, condition, regulatory compliance, comfort and convenience, constraints and opportunities;
- Determine sustainability practices that are currently being used and/or could be employed to reduce water and energy use, increase the use of environmentally-friendly methods and products, and reduce the production of greenhouse gases; and
- Prepare a comparative analysis with a minimum of six (6) communities of similar size and demography.

2.5 Projection of Current and Future Needs

The consultant will prepare a matrix that summarizes findings and a separate list of recommendations with cost estimates that, for each individual facility type (e.g. park, building) identifies and prioritizes current and future facility needs, including maintenance, rehabilitation, replacement, new development and, if required, land and/or facility acquisition. The list of recommendations will include the criteria used to establish priorities and will be separated into short (one to three years), medium (three to five years) and long term (five to fifteen years) timeframes. The consultant will also work with the City on compliance with the California Environmental Quality Act, as it relates to the recommendations within the Draft Master Plan. The consultant will also identify and evaluate the feasibility of alternative funding sources.

2.6 Draft Master Plan

The consultant will prepare a draft Parks and Recreational Facilities Master Plan that includes:

- Goals and objectives, based upon the City’s General Plan and Local Coastal Program Land Use Plan, that articulate a clear vision and road map for the future, as an implementation tool for the General Plan / Land Use Plan;
- A demographic analysis for the City of Half Moon Bay;
- A summary of stakeholder input received through the public participation process;
- Compilation and analysis of the data obtained through the comprehensive inventory and condition survey;

- Specific recommendations and cost estimates for each individual facility type;
- Identification of relevant best practices (e.g. water and energy conservation, noninvasive plantings, disability access, safety, sustainability, durability, flexibility) for the specific recommendations and to serve as guidance for other future improvements;
- Potential revenue sources and other approaches such as shared facilities and an evaluation of their feasibility;
- Charts, graphs, maps and other data as needed to support the plan and its presentation to appropriate audiences.

2.7 Mapping and Web Site

The consultant will prepare recommendations for updating the City’s website content for parks and recreational facilities, including:

- Sample webpages
- Suggested content
- Maps and directions to facilities

2.8 Draft and Final Master Plan Presentation

The consultant will present the Draft Master Plan to the community, Parks and Recreation Committee, Planning Commission and City Council for input and feedback. The consultant will revise the Draft Master Plan based upon feedback received and will present the Final Master Plan to the Parks and Recreation Committee, and Planning Commission for their review and recommendation and to the City Council for approval.

3.0 PROPOSAL SUBMITTAL REQUIREMENTS

Please organize your proposal in the following manner and provide a detailed description of your proposed solution and capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. *Please do not include sales and marketing brochures.* Proposal shall not exceed fifteen (15) pages exclusive of cover page, table of contents and resumes.

Proposals must be submitted no later than the deadline stated in the schedule in Section 1.6 (Monday, October 3, 2016) in 5 hard copies, 1 digital version delivered to City Hall, 501 Main Street, Half Moon Bay, CA 94019 and an electronic-file (pdf) emailed to Scott Phillips at sphillips@hmbcity.com **no later than** 5:00 p.m. PST.

3.1. Proposal Format

Proposals must be structured and labeled in the following manner:

- Letter of Interest
- Section 1 – Key Personnel

- Section 2 – Company Experience/Qualifications
- Section 3 – References
- Section 4 – Proposed Work Plan
- Section 5 – Cost Proposal
- Section 6 – Special Qualifications

3.2. Letter of Interest

Submit a letter introducing your firm and summarizing your general qualifications including: Firm’s legal entity name, address, telephone number, contact’s e-mail, short synopsis of your proposal and credentials to deliver the services sought under the RFP.

The letter must be signed by person authorized to bind firm by contract.

3.3. Section 1 – Key Personnel

Include the names of key personnel assigned to this project, their respective titles, experience and length of experience providing relevant services. Please clearly identify the primary contact for the proposal.

3.4. Section 2 - Company Experience/ Qualifications

Describe three (3) successfully completed projects that demonstrate your experience and knowledge to complete the work specified in this RFP. Projects completed in the past two or three years are of particular interest. Experience in coastal communities is also and beneficial. Include the following information for each project:

- Agency or company for which work was performed;
- General description of the scope of work;
- Name of agency or company representative responsible for project review and name, phone, and e-mail of the contact named as a reference; and
- Budgets and any changes from original proposal.

Describe the project manager’s successful experience in assisting municipal staff to negotiate service costs and rates.

3.5. Section 3 - References

Provide a minimum of three (3) references from within the past five (5) years, preferably of a local government/city similar in size to Half Moon Bay. For each reference provide: entity name, customer contact information (name, title, phone and e-mail), scope of work, project start/end date and website URL.

3.6. Section 4 - Proposed Work Plan

Include a detailed plan for the services to be provided, along with deliverables to be provided at each step, with a corresponding time line, including meetings with the

community and City staff. The work plan should be consistent with the scope of work presented above; however, the Consultant may suggest changes where appropriate.

3.7. Section 5 - Cost Proposal

Provide a fee estimate, on a task-by-task basis. The proposal will include a spreadsheet identifying personnel, hourly rates, project responsibilities and estimated amount of time expected for each task, expressed in person-hours.

3.8. Section 6 – Special Qualifications

Proposers are encouraged to describe any special resources that they or their team members would bring to the project that would set them apart as most qualified for this project.

4.0 General Requirements

4.1. Disclosures

Public Records and Proprietary Information

Proposers' attention is drawn to the fact that all proposal documents submitted are subject to California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded, and a recommendation for award has been officially placed on the agenda for City council consideration, and/or following award of contract, if any, by the City Council.

Reference Checks

The City reserves the right to make such reference checks as it deems necessary to determine the ability of the proposer to perform the work. The City reserves the right to reject any proposal if the reference checks fail to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

4.2. Stipulations

The City is not responsible for any expenses which proposers may incur in preparing and submitting the proposal. The City will not be liable for any costs incurred by the proposers that are related to the RFP process; this includes production of the proposal, interviews/presentations, travel, or accommodations. The City reserves the right to request or negotiate modifications to the proposals that are deemed appropriate. All proposals received from proposers in response to this RFP will become the property of the City and

will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City. The City reserves the right to reject any and all proposals and to waive minor irregularities. The City also reserves the right to seek new proposals.

4.3. Agreement

Proposers should carefully review this RFP and all attachments including but not limited to the City of Half Moon Bay's standard Consulting Services Agreement (Attachment C). The selected vendor will be required to sign the City's agreement. Comments or objections to any terms in the City's agreement must be made in writing and received with the proposal submission.

Attachment A

List of Current City of Half Moon Bay Parks, Trails and Recreational Facilities

PARKS:

- John L. Carter Memorial Park – Stone Pine Road
- Frenchman's Creek Park – Ruisseau Francais Avenue and Bordeaux Lane
- Kitty Fernandez Park – Main Street and Filbert Street
- Kehoe Park – St. Joseph Lane
- Mac Dutra Plaza – Kelly Street and Main Street
- Oak Avenue Park – Oak Avenue and Pilarcitos Avenue
- Ocean View Park – Alsace Lorraine Avenue and Valdez Avenue
- Skate Plaza (under construction) – Shoreline Station
- Half Moon Bay Library Courtyards and associated outdoor spaces (construction underway) – Correas Street and Purissima Street
- Magnolia Park (undeveloped)

TRAILS:

- Half Moon Bay Local Coastal Program and General Plan updates – multiple background documents and maps (website: www.planhmb.org)
- City Map of Trails and Parks (website: www.hmbcity.com/recreation)

FACILITIES

- Ted Adcock Community Center – 535 Kelly Avenue
- Historic Train Depot and Johnston House and property – 110 Higgins Canyon Road
- Smith Field #3 Sports Facility – Wavecrest Avenue
- Poplar Beach Access and Parking Lot
- City owned and/or managed California Coastal Trail segment (Kelly Avenue to Seymour Street)
- Barn/Jail

Attachment B
Parks and Recreation Element, 1995

City of Half Moon Bay
General Plan

Park and Recreation Element

July 26, 1990
Revised August 29, 1995

City of Half Moon Bay
General Plan

PARK and RECREATION ELEMENT

July 26, 1990
Revised August 29, 1995

Prepared by:
Callander Associates
Landscape Architects

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I. Introduction

Half Moon Bay residents enjoy a high quality of life derived from the scenic, semi-rural landscape around them. The undeveloped quality of open space is in great contrast to the remainder of the Bay Area. Preservation of this character is a high priority. At the same time, the need for adequate active sports facilities is acute. While the area is rich in open space and regional parks, municipal parks are lacking.

In Half Moon Bay a guiding framework for the development of parks and open spaces has been drafted to satisfy the demand for active and passive recreation. Given anticipated increases in sewer and water capacities, population growth on the Coastside will occur. It is important that a plan be developed and implemented while so many opportunities exist. It will be too late to develop a quality park system if the City waits until the area is built out.

Purpose of the Park and Recreation Element

This element is a guide to the acquisition, development, operation, and maintenance of a park system that will adequately serve the needs of Half Moon Bay residents. Existing conditions are evaluated, goals and long-term policies are established, facility standards are set forth, community recreation needs are assessed, priorities are established, and maintenance, operations, and funding needs are discussed. Potential sites are identified for park development.

The element addresses neighborhood and community parks, active sports facilities, passive recreation areas, trails, bikeways, linear parks, greenbelts, general open space, cultural facilities, and space for recreation programs.

Regional parks are considered in the analysis to the extent that they provide local recreation and open space needs; however, municipal governments do not typically acquire land and develop regional parks. This document is directed towards the needs of the local population, and because the area is already adequately served by the State Beaches and County Parks, the provision of regional parks is not recommended or discussed in this element.

Non-Mandatory Element of the General Plan

This element is not a general plan element mandated by the State Planning and Zoning Law. Section 65303 of the law states that "the general plan may include any other (i.e., non-mandatory) elements or address any other subjects which, in the judgement of the legislative body, relate to the physical development of the county or city". The City has included this element in the general plan to provide a plan for the development of a park and recreation system.

It is important to note that this element provides a conceptual basis for defining overall needs and identifying potential park sites, rather than a rigid framework that must be adhered to. Although the "Master Plan Diagram" included in this element shows a number of potential park sites, it is not the City's intention to preclude development on those parcels where such development would be feasible under the City's planning and zoning regulations.

Purpose of the 1995 Element Update

The 1990 element called for an update process at five year intervals to maintain the plan as a living policy document reflective of changing conditions. Formal revisions should be made every 15 years. This update, which focuses on a ten year planning horizon, has the following four main goals:

1. Measure progress over the past five years.
2. Update the population projections and resulting acreage requirements based on the adopted eight-acre standard.
3. Revise the list of proposed development projects and cost estimates.
4. Provide an opportunity for public, staff, and city government involvement.

Progress 1990 to 1995

New residential development has been a significant source of financing for municipal services and facilities in California in the 1990's. In Half Moon Bay, development has occurred at a relatively slow pace during the first half of this decade. Local limitations on water and sewer service, the recession of the early 1990's, and a local slow-growth measure that limits new development to a 3% annual population increase have all contributed to development constraints. Although financial resources have been limited, significant progress has been made in realizing the master plan proposals.

The City has developed two new facilities and has acquired land for a third. A three mile length of the Coastside Trail, a multi-use blufftop recreation trail, has been developed from the northern city limits to Kelly Avenue. This project received an honor award for environmental planning from the California Park and Recreation society in 1994. Pilarcitos Park, a small passive-use facility located adjacent to Pilarcitos Creek in the downtown area, was constructed in part through the generous contributions of a private developer and a local landscape construction company. Five acres of land have been acquired in a first phase effort to provide community-wide active sports facilities.

The City has also utilized the past five years for intensive planning and funding efforts for many projects described by the 1990 master plan. These include conceptual design for the five-acre parcel; grant funding for acquisition of an additional 9.8 acres adjacent to the five acre site; coordination with the Boys and Girls Club for development of a youth center on the five acre site; negotiations with the County of San Mateo for acquisition of a 45-acre blufftop site; design of the Coastside Trail segment from Kelly Avenue to Poplar Avenue; preliminary design and funding for the Pilarcitos Trail from downtown to the Coastside Trail; planning and improvements to the Johnston House historic site; and an accessibility and safety study of parks city-wide.

Modifications to the 1990 Element

The adopted standard of eight acres of parkland per one thousand residents remains unchanged. This standard is important because it is the main determinant of the number and size of new parks to be developed. It also determines the magnitude of existing parkland deficiency relative to existing population.

Although the acreage standard is unchanged, greater flexibility is given for the implementation of the mini park and neighborhood park types. Where the 1990 element called for one acre of mini park and two acres of neighborhood park per thousand, these two types are now combined in the neighborhood park category with a three acre standard. The emphasis should be on creation of an efficient system of fewer, larger neighborhood parks, rather than on many small mini parks. Properly sited, the larger neighborhood parks will provide needed facilities located reasonably close to residents, and will be less costly to maintain.

Four neighborhood parks proposed in the West-Central Half Moon Bay planning area are now shown in their actual location. These facilities are associated with residential development projects having vesting tentative maps or development agreements in place.

Because the City has begun acquisition of portions of the 65 acre community park located in the East-Central planning area, the alternate community park location shown in West-Central has been removed from the master plan diagram. An additional community park site has been added to the North Wavecrest planning area, to reflect the current development proposal. Because these two sites provide the required community park buildout population acreage, the 1990 plan's Spanish Town community park and alternate location have both been removed.

The acreage requirements at buildout have increased slightly, due to the increased estimate for buildout population. Acreage for individual neighborhood parks has increased or decreased in many planning areas to reflect the revised population estimates for each area.

II. The Planning Process

The 1990 element was based on the "Half Moon Bay and Coastside Park, Recreation and Open Space Master Plan". The 1990 planning process benefited from considerable public participation and assessment of community needs. The master plan was reviewed and directed by a Technical Advisory Committee that included one member each from the City Parks & Recreation Commission and Parks, Planning and Public Works Departments.

The master plan was presented and reviewed at a series of City meetings where public comment was taken and direction received from the Parks & Recreation and Planning Commissions and City Council. Appropriate revisions were made based on the direction received at each meeting. The Draft Master Plan represented the consensus of the community, consultant, and City, and was conditionally approved by the City Council on January 16, 1990.

The master plan was updated in 1995, and the revised proposals incorporated into this revised element.

III. Standards and Definitions

The establishment of realistic and attainable standards was an important step in the planning process, and the standards address the types and numbers of facilities to be provided.

The standards are an expression of the minimum facilities acceptable to the local population. They are used to set goals and measure levels of attainment. They serve as a guideline to determine land requirements and help structure the overall land-use pattern of the community. Establishment of specific acreage standards is also required for mandating park exaction ordinances ("park-in-lieu" or "developer" fees).

National and State Park and Recreation organizations and individual governmental agencies have established a varying range of definitions and standards including park type, size, access requirements, and site development guidelines. The standard derived from early studies of park acreages located within urban areas was the expression of acres of park land per unit of population. Over time, six to ten acres per 1,000 population came to be the commonly accepted standard recommended by the National Parks and Recreation Association and used by a majority of communities.

The national standards are intended as guidelines to be modified to fit local conditions. Existing land use, housing densities, demographic characteristics, economic feasibility, topography, and perceived needs are among the local factors that were considered in the establishment of the following standards for Half Moon Bay.

As minimum guidelines, the standards are intended to be used as a flexible planning tool. In practice, the standards will most likely not be met in some portions of the City, while they may be exceeded in others.

Proposed Acreage Standards and Park Classifications

The basic standard for developed parkland (neighborhood, and community parks) recommended by this Element is eight acres per 1000 people. This is a defensible, logical standard for Half Moon Bay. It falls midway on the six- to ten-acre range suggested by the national standards. It is higher than many California cities whose service areas are largely built-out, but lower than some nearby coastal cities. Eight acres represents a desirable goal which is achievable due to the degree of availability of level, developable land which exists in the City.

Regional parks are included in a separate category and assigned their own standard (10 acres per 1000 people) because they provide for other recreational needs than do the three developed local park categories. Regional parks draw people from a much larger metropolitan area than do local parks. They are characterized by unique natural resources and relatively large size, and provide outdoor recreation opportunities of regional significance. While regional parks may accommodate some of the local passive recreation demand, they frequently entail user fees and do not provide facilities needed, such as turf play areas or lighted ballfields. The

Coastside is presently well served by regional parks including the State Beaches, County marine reserve, and nearby County parks such as Memorial Park.

School facilities often provide valuable opportunities for active recreation. Several constraints exist for the inclusion of schools in a first-rate recreation system, however. Because educational use of the grounds is top priority, schools frequently are not available for general public use or league sports play. School grounds are often fenced and present an uninviting atmosphere to the general public. Funds for maintenance are also often insufficient to provide safe, adequate facilities for active sports. Because of these limitations, recommended totals for additional acreage required to meet the eight acres per 1000 people standard do not include credit for existing school grounds. Improvement and continued maintenance of school fields are recommended, however.

TABLE 1: Park and Recreation Facilities Classifications & Minimum Standards

This table defines each type of park, recreation, and open space facility and proposes standard acreage requirements for Half Moon Bay.

<u>Type</u>	<u>Acres/ 1000 Pop.</u>	<u>Size</u>	<u>Service Area</u>
<p><u>Mini-Park</u></p> <p>A facility designed to provide recreational opportunities for a small area within a neighborhood. Generally, a mini-park is designed for young children, however in some cases it may be designed for aesthetic purposes. 1/4 acre is the recommended minimum size to provide adequate buffer space and diversity of uses; however, in some cases "tot lots" as small as 1/8 acre may be developed within subdivisions. One or more mini-parks should be provided in each neighborhood.</p>	No standard (included in neighborhood and community park standard)	1/4 to 1 acre	1/4 mile radius
<p><u>Neighborhood Park</u></p> <p>The neighborhood park is designed to serve the recreational needs of children 6-15 years of age, as well as adults, pre-schoolers, and seniors. It would typically include family picnic areas, open turf areas for informal sports and play equipment. Lighted athletic fields would not be included. At least one neighborhood park should be provided in each neighborhood planning area.</p>	3	4-12 acres	1/2 mile radius

TABLE 1 (continued)

<u>Type</u>	<u>Acres / 1000 Pop.</u>	<u>Size</u>	<u>Service Area</u>
<p><u>Community Park</u></p> <p>This park is designed both for youths in active sport leagues and for adults. Facilities to serve large groups, parking and restrooms are a feature of community parks. The park should also include facilities for pre-schoolers, young children, senior citizens & families. Lighted athletic fields for active sports would be included, as would passive recreation areas. The Community Park includes facilities which serve several neighborhoods and/or the entire Coastside region.</p>	5	20-50	City
<p><u>Regional Park</u></p> <p>Open space areas characterized by significant natural resources which provide passive recreation opportunities for both the local population and the surrounding metropolitan area.</p>	No standard	100 acres +	Bay Area Region
<p><u>Special Facility</u></p> <p>A facility such as a community theater, teen center, aquatic center, or other cultural or athletic facility that serves a specific need for a portion of the area population. May be constructed as part of a Community Park.</p>	No Standard	Varies	City
<p><u>Linear Park</u></p> <p>Open spaces that are developed along creeks, canals, abandoned right-of-ways, flood plain areas and ocean bluffs. Development may include jogging, bicycle and horseback riding paths, picnic areas and general aesthetic improvements.</p>	No Standard	Sufficient width to protect the resource and provide maximum use	City
<p><u>Conservancy /Open Space Area</u></p> <p>Tracts of land kept primarily in their natural state. They are used to preserve natural areas such as riparian zones, bluffs, wetlands and other lands of recreational and scenic interest. This category may also include areas devoted to preservation of historic or cultural resources.</p>	No Standard	Sufficient to protect the resource	City

TABLE 1 (continued)

Type	Acres/ 1000 Pop.	Size	Service Area
Urban Forestry Program	No standard	Not applicable	City
On-going commitment to preserve significant tree resources, provide and maintain street trees and landscape medians.			

Impact of the Standards

Tables 2 through 5 illustrate the impact of the adopted acreage standards. Application of the eight-acre standard to the existing and future population levels determines the amount of required parkland acreage. The "existing deficiency" is the shortfall of acreage required to serve the existing population. The difference between the additional acreage needed in future years and the existing deficiency represents the new acreage required to serve future residential development.

TABLE 2: Existing Developed Park Acreage

Park Type	Not Including Public Schoolgrounds	Including Public Schoolgrounds
Neighborhood Park	7	24.5
Community Park	7	22
Total	14	46.5

TABLE 3: Proposed Developed Park Acreage

Park Type	Standard (acres/1000 pop.) 20,000 pop.	Year 1995 (Existing)	Year 2000 10,500 pop.	Year 2005 12,000 pop.	Year 2020 (Build-out) 14,000
Neighborhood	3	31.5	36	42	60
Community	5	52.5	60	70	100
Total	8	84	96	112	160

TABLE 4: Additional Acreage to Meet the Standards (Not Including Schools)

	Existing Deficiency	Year 2005	-Year 2020
Neighborhood Park	24.5	35	53
Community Park	45.5	63	93
Total	70	98	146

	Existing Deficiency	Year 2005	Year 2020
Neighborhood Park	7	17.5	35.5
Community Park	30.5	48	78
Total	37.5	65.5	113.

Table 6 provides a breakdown of acreage requirements for neighborhood parks for each of the eight identified neighborhood planning areas, based on the recommended three-acre standard. School grounds are not included in the existing acreages given.

Required Neighborhood Planning Area Pop.	Existing Acreage	Acreage Required	
		For Existing Pop.	For Buildout
1. South Wavecrest	0	1.2	1.6
2. North Wavecrest/Ocean Colony	0	5	12.4
3. Spanish Town	1.4	7.3	8.8
4. West-Central Half Moon Bay	0.45	8.7	11.6
5. East-Central Half Moon Bay	0	2.8	12.8
6. Venice	0.15	3.4	5.7
7. Frenchman's Creek	5	1.6	3.3
8. Miramar	0	1.5	3.8
Total	7	31.5	60

IV. Existing Conditions

Half Moon Bay's incorporated area is located between the ocean and coastal hills. The topography of the area is characterized by sandy beaches, dunes, ocean bluffs, flat coastal plain, creeks, canyons, and hills. The Pacific Coast Highway bisects the area, creating a barrier between the east and west, which is often difficult to traverse.

The area is geographically isolated by the Coast Range and Devils Slide, and has remained underdeveloped relative to the remainder of the Bay Area. Approximately half of the area within the City limits consists of underdeveloped land or open space (Figure 1). Historically supported by farming, fishing, and timber, the area now is largely residential, with very little employment or industrial base, and is characterized by housing tracts interspersed among agricultural and floricultural fields. The open hills, beaches and underdeveloped flat lands create an atmosphere of "open space" that is in great contrast with nearby urban areas and is highly valued by residents.

Geography, climate, and limited water and sewer capacity have restricted development and allowed the small-scale farming operations to persist. However, population pressure in the greater Bay Area and anticipated increases in water and sewer capacity are creating growth that may lead to "build-out" of the City within 20 years.

Population Projections

The 1990 Census estimated the City population at 8,886. The current population estimate is 10,556 (California Department of Finance, January 1, 1995). This reflects an annual increase of just over 3%. This rate coincides with the 3% annual growth limit imposed by Measure A and Chapter 18.60 of the city zoning ordinance.

City population forecasts for the years 2000, 2005, and 2020 (buildout) were prepared for this update based on the City General Plan, The Association of Bay Area Governments publication Projections 94, and the 3% annual growth limitation. For park planning purposes, the estimates have been rounded.

Year	Population
1995	10,500
2000	12,000
2005	14,000
2020	20,000

Population within each of the eight identified neighborhood planning areas were estimated based on housing unit projections contained within the City General Plan Circulation Element, Table C-II. Because it is not possible to predict with reasonable accuracy the timing of individual subdivision and infill development, projections are made for buildout only.

TABLE 8: Population Forecasts for Neighborhood Planning Areas

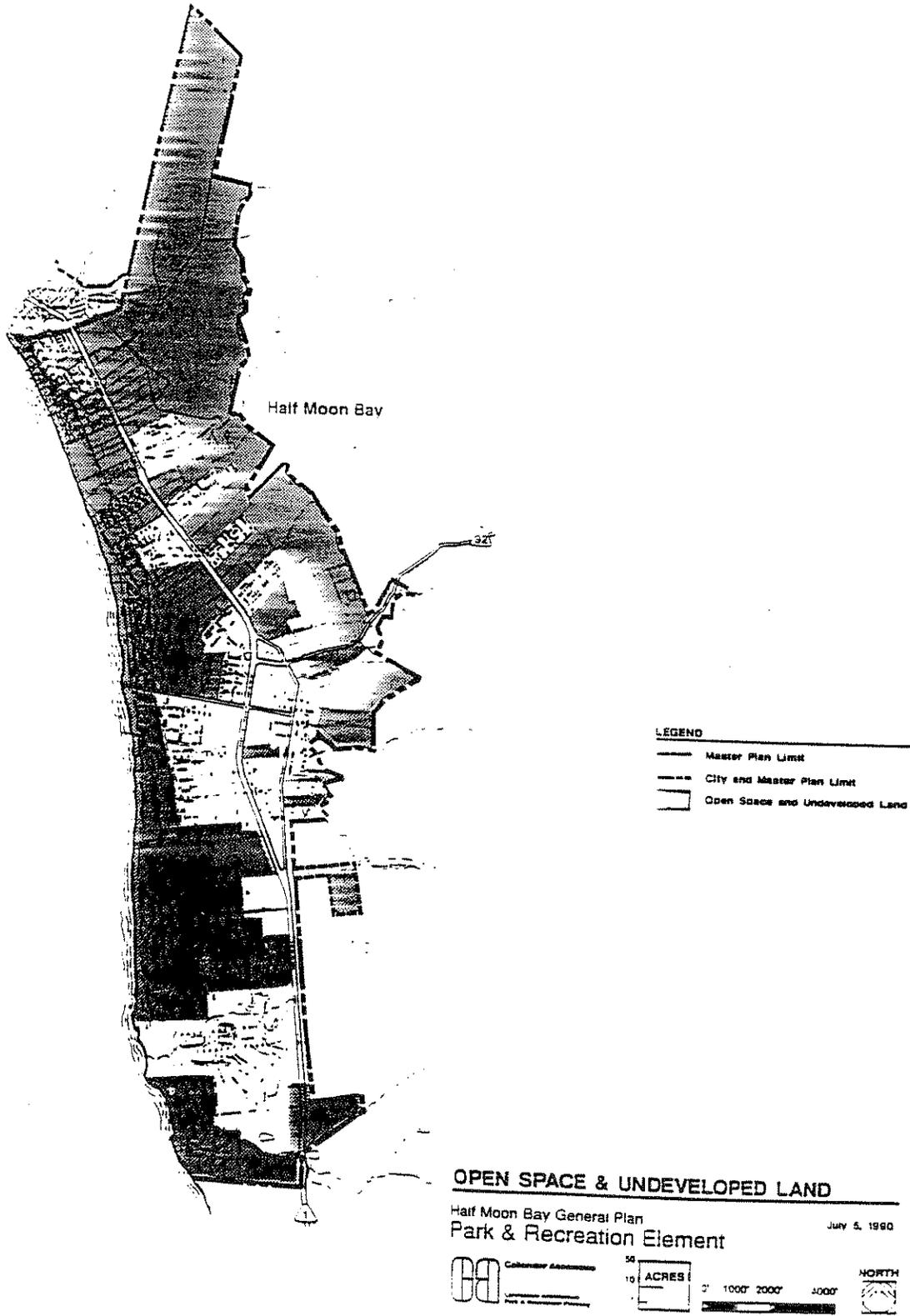
Neighborhood Planning Area	1995 Population	Buildout Population
1. South Wavecrest	403	544
2. North Wavecrest/Ocean Colony	1,664	4,158
3. Spanish Town	2,428	2,933
4. West-Central Half Moon Bay	2,881	3,851
5. East-Central Half Moon Bay	944	4,276
6. Venice	1,144	1,930
7. Frenchman's Creek	532	1,058
8. Miramar	504	1,250
Total	10,500	20,000

Regional Versus Local Recreation Demand

Local recreation resources receive pressure from Coastside residents and Bay Area visitors, who place a heavy demand upon the beaches, marine reserve, and Pillar Point Harbor. These regional facilities are well-developed and function to serve the needs of tourists, who generally make day trips rather than use the area as a weekend destination.

The beaches and coastal bluffs also provide a valuable resource for the local population. The regional facilities partially satisfy the local need for passive recreational pursuits such as beachcombing, family picnicking, and hiking. However, developed City parks that provide for active recreation and additional passive pursuits are severely limited.

FIGURE 1: Open Space and Undeveloped Land



Neighborhood Planning Areas

Any given community is composed of several neighborhoods. The Park and Recreation Element planning process considered the immediate needs of each neighborhood as well as the overall needs of the entire community.

The neighborhood is the basic planning unit addressed in this Master Plan (Figure 2). Although neighborhoods have different geographic and demographic characteristics, each has similar planning needs. Each neighborhood should contain a neighborhood park within walking and bicycling distance so that active and passive activities are readily accessible to all residents. In addition, community parks intended to serve the entire City must be carefully planned and designed so that the issues of noise, lights, traffic, and behavior do not create conflicts with residential populations.

City Parks and Recreation Program

The City Parks and Recreation Department provides services to the entire Coastside area including the residents of Montara, Moss Beach, Princeton, and El Granada. A wide range of programs and classes are offered to youths, teens, and adults, including dance, art, gymnastics, theater, photography, self-defense, tennis and aerobics. The City also operates the outdoor pool located at the high school for the use of the general public. The Department is run by a Director, assisted by one Recreation Coordinator and one Youth Coordinator, and reports to the City Manager and the five-member Parks and Recreation Commission.

Because the Department provides services to the entire Coastside but receives tax revenue from only the City of Half Moon Bay, it is not able to provide the level of service or variety of programs that most residents desire. This problem is further exacerbated by a shortage of developed facilities. Recreation programs are currently operating out of schools and the community center, which are overtaxed by demand, poorly maintained, and not specifically designed for the current uses.

Existing Municipal Parks and Recreation Facilities

Currently there are seven developed municipal parks in Half Moon Bay totalling 14 acres. This provides approximately 1.33 acres per 1000 population, well below the desired standard.

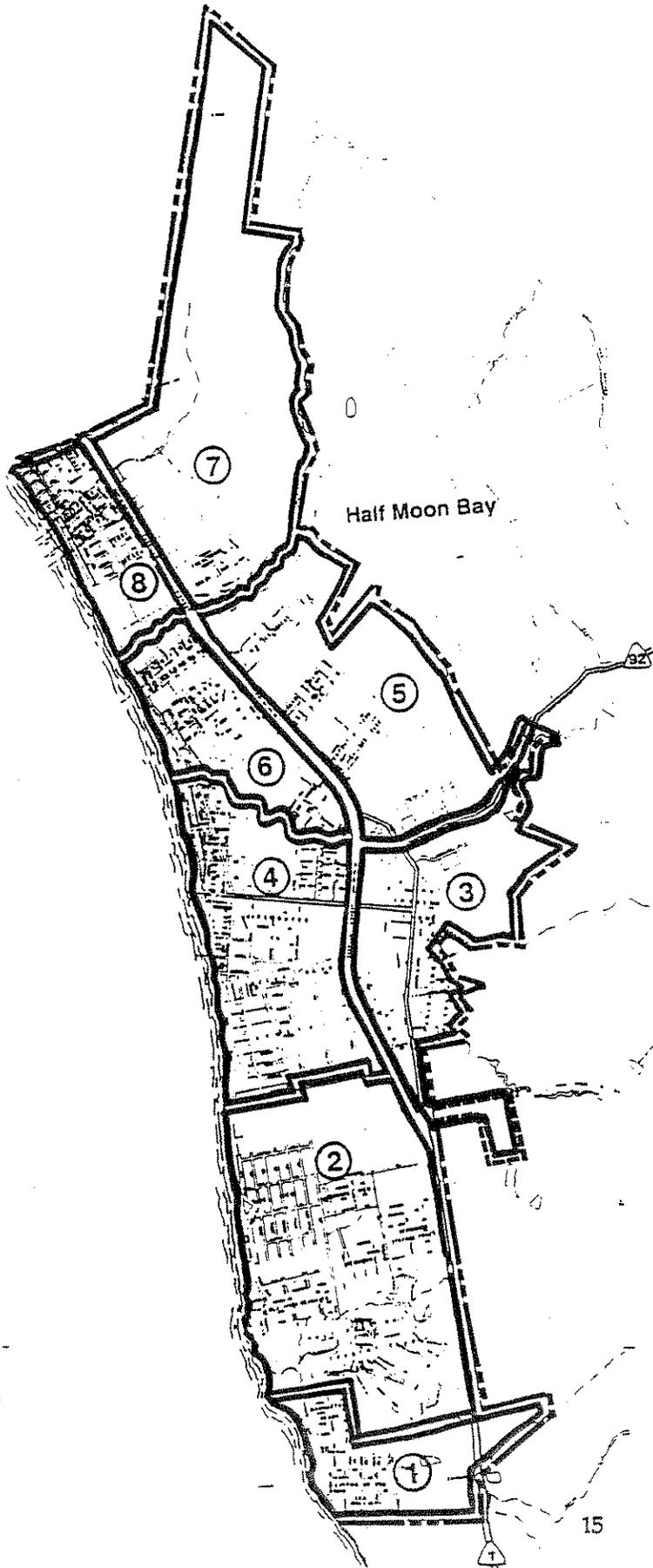
Table 9 describes the existing parks, school grounds, and other local facilities, which are illustrated in Figure 3. A complete inventory which includes analysis and recommendations for each facility is presented in the Appendix to the 1990 City of Half Moon Bay Park, Recreation and Open Space Master Plan.

Sports Programs and Facilities

Many leagues and sports programs are active on the Coastside, including adult soccer, adult softball, Pop Warner football, American Legion baseball, Little League, girls' softball, and boys' baseball. Half Moon Bay Sports Club soccer alone includes over 60 teams.

There is a shortage of available fields, with all games and practices occurring at only four locations. Smith Field, which is on land leased from a private developer, is the only facility operated by the City Parks Department. It includes four fields which are used for baseball and softball. One field is lighted. Maintenance levels at this facility are adequate.

FIGURE 2: Neighborhood Planning Areas



LEGEND

- - - - City Limit
- Neighborhood Planning Area Boundary
- ① South Wavecrest
- ② North Wavecrest/Ocean Colony
- ③ Spanish Town
- ④ West-Central Half Moon Bay
- ⑤ East-Central Half Moon Bay
- ⑥ Venice
- ⑦ Frenchman's Creek
- ⑧ Miramar

NEIGHBORHOOD PLANNING AREAS

Half Moon Bay General Plan
Park & Recreation Element

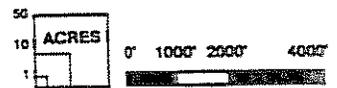
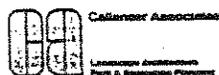


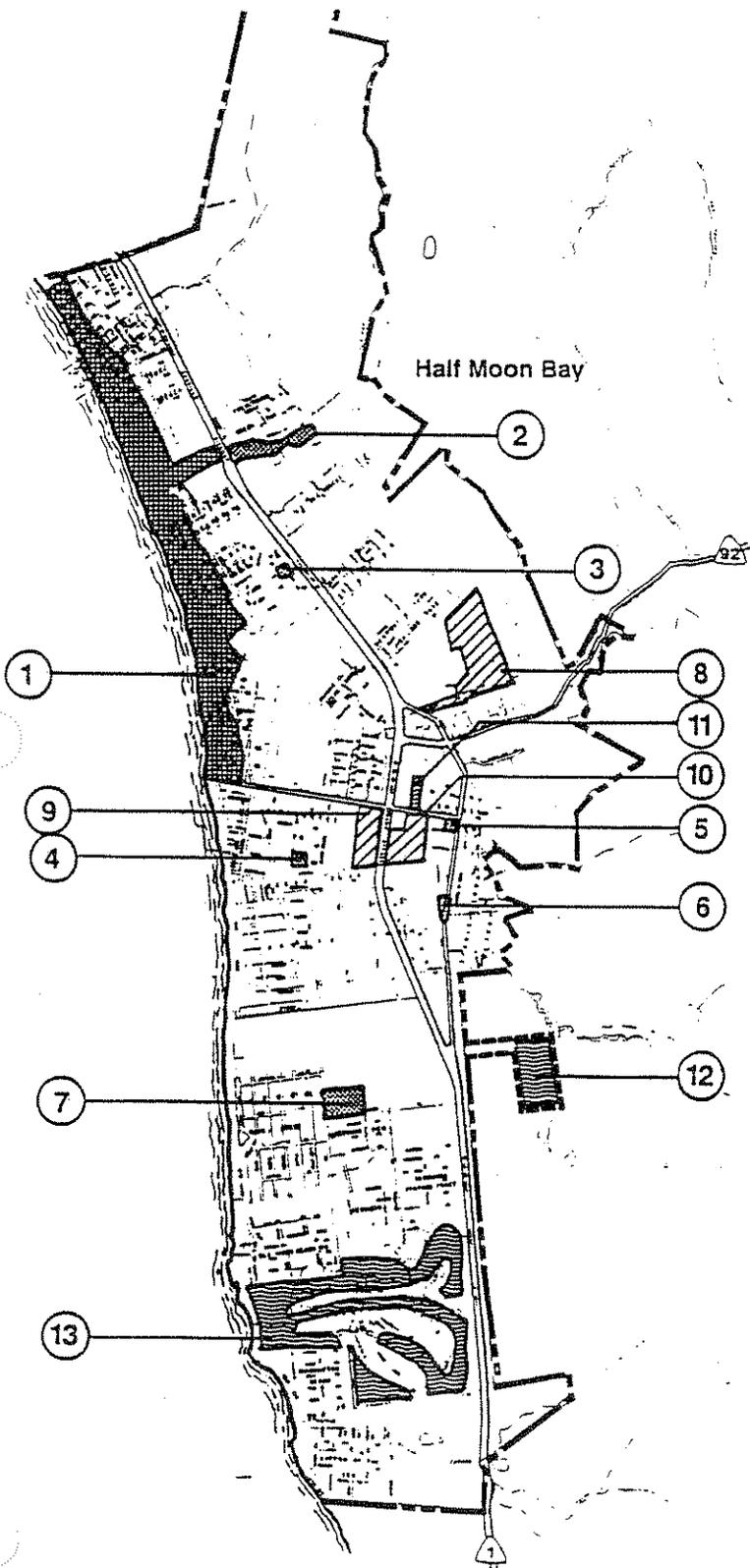
TABLE 9: Existing Park and Recreation Facilities

	Acres	Golf	Tennis	Handball	Swimming Pool	Private Indoor Pool	Softball	Baseball	Basketball	Football	Track	Open Turf	Play Equipment	Benches/Sitting Area	Picnic Tables	Barbecue Grills	Restrooms	Meeting Rooms	Camping	On-Site Parking	Beach Access	Creek/Natural Feature	Open Space	User Fee
Regional Parks																								
Half Moon Bay State Beach																			*	*	*	*	*	*
Local Parks																								
Frenchman's Creek	5											*	*	*	*							*		
Kehoe	0.15												*	*	*									
Ocean View	0.45												*	*		*								
MacDutra	0.09																							
Kitty Fernandez	0.2													*										
Smith Field	7						*	*							*		*							
Pilarcitos	1.1													*								*		
School Grounds																								
Half Moon Bay High School	19.3				*		*	*		*	*													
Hatch Elementary	7.5							*				*												
Cunha Intermediate	10.5		*	*					*	*	*													
Special Facilities																								
Coastside Community Center														*		*	*							
James Johnston House	20																						*	
Ocean Colony Golf Course	175	*	*			*					*												*	*

The three Half Moon Bay schools provide the only other facilities for active sports. School District funding for turf maintenance is limited, and the condition of the fields is a safety concern due to holes in the ground, broken sprinkler heads, broken glass and gravel on the fields. These conditions also diminish the quality of the playing experience, and have deteriorated to the extent that visiting teams from other areas are reluctant to play in Half Moon Bay.

The City Parks and Recreation Department has contributed to the development of playing fields at Hatch Elementary, but inadequate maintenance has allowed the fields to deteriorate. Funding for school field maintenance must become a priority if active sports are to continue at those locations. Construction of additional sports fields is also needed to serve existing and future demand. Some of the new fields will include lighting for night play and should be constructed as part of the proposed community parks in locations where conflicts with residential areas can be avoided or mitigated.

FIGURE 3: Existing Facilities



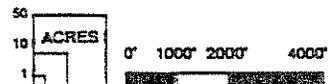
LEGEND

- City Limit
- Regional Park**
- ① Half Moon Bay State Beach
- Local Park**
- ② Frenchman's Creek Park
- ③ Kehoe Park
- ④ Oceanview Park
- ⑤ Mac Dutra Park
- ⑥ Kitty Fernandez Park
- ⑦ Smith Field
- School Grounds**
- ⑧ Half Moon Bay High School
- ⑨ Hatch Elementary School
- ⑩ Cunha Intermediate School
- Other Facilities**
- ⑪ Coastside Community Center
- ⑫ James Johnston House - Historic Site
- ⑬ Ocean Colony Golf Course

EXISTING FACILITIES

Half Moon Bay General Plan
Park & Recreation Element

July 5, 1990



V. Opportunities for New Parks

Due to the relatively undeveloped nature of the City, many opportunities exist for acquisition and development of new park and recreation facilities. Many opportunity areas are privately owned lands which would require acquisition at market value or alternative creative financing methods. Other opportunities exist for incorporation of publicly-held lands into the park and recreation system, and for preservation of open space and significant resources through land acquisition or regulatory mechanisms.

The pace of residential development is accelerating throughout the Coastsides. A primary goal is to acquire or otherwise reserve sufficient land for anticipated recreational needs before suitable parcels are made unavailable by development pressure.

A series of "Planning Opportunities" diagrams (Figures 4, 5, and 6) were generated to determine feasible locations for new parks. Because a variety of analysis criteria were applied, overlap exists from one diagram to another. Therefore, a given parcel of land with suitability for parks may be shown on one, two, or all three diagrams. Areas not indicated on any of the three diagrams represent sites already developed or otherwise restricted.

Natural Features

Existing natural features provide opportunities to preserve areas with scenic, open space, and ecological value. Figure 4 illustrates the City's outstanding natural features.

Wetlands exist in two locations as coastal salt marshes. These areas are protected from development by federal regulations.

Riparian Corridors include ten creeks which terminate at the ocean. These areas contain significant natural vegetation and are highly valuable both as wildlife habitat and as potential trail corridors.

Significant Vegetation includes both riparian corridors and tree resources which merit preservation.

Beaches and Coastal Bluffs exist all along the coast. These open spaces and ecological resources are protected by inclusion in the State Beach and by the Local Coastal Program.

Planning Designations

The Local Coastal Program, which serves as the City General Plan, encourages recreation and park development in the following three planning designations (Figure 5):

Open Space Reserve includes hilly uplands with severely limited development potential.

Commercial Recreation is intended to provide areas for commercially operated recreational facilities such as riding stables, golf course, swimming facilities, marinas and similar uses.

Greenbelt - Stream Corridor restricts development along Frenchman's Creek, Pilarcitos Creek, and Canada Verde by establishing set-back distances.

Land Use and Zoning

Zoning designations and land ownership status reveal many opportunities for development of new parks, as illustrated in Figure 6.

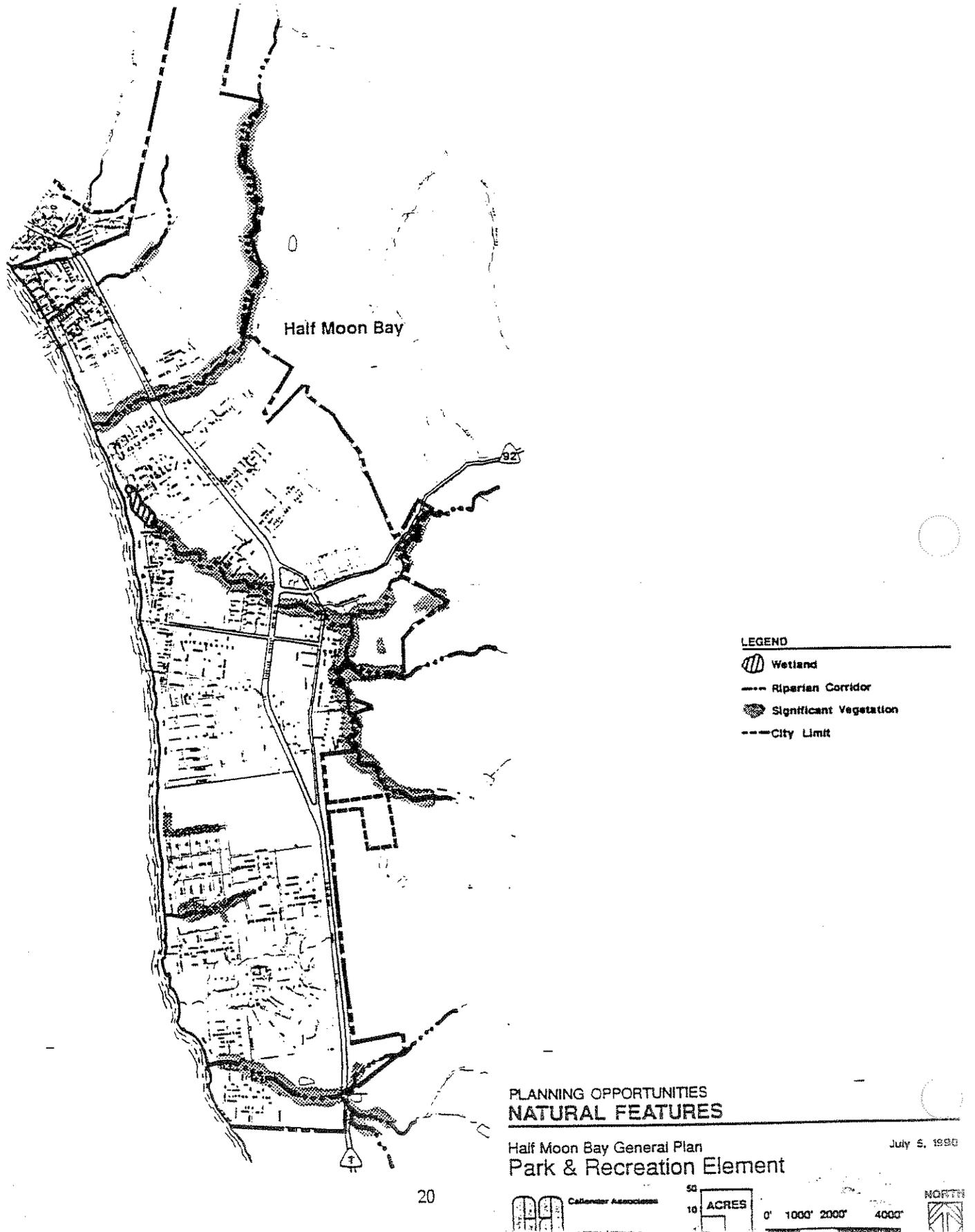
Greenbelt zoning (GB1, GB2, and GB3 areas) preserves for park and open space use the beaches and adjacent bluffs within the City limits; Canada Verde, Pilarcitos, and Frenchman's Creeks; and the scenic Medio Hill area.

Private-Undeveloped land indicates privately owned parcels which are generally now in agriculture and for which no subdivision or planned unit development plans have been filed with the City. These lands are candidates for acquisition for use as community or neighborhood parks.

Private-Development Pending refers to privately owned parcels for which development plans or subdivision plans are currently on file. These future residential areas all possess opportunities for mini-parks, and in some cases for the development of neighborhood parks.

County of San Mateo parcels are under County ownership and could be acquired or dedicated for park use.

FIGURE 4: Natural Features



PLANNING OPPORTUNITIES
NATURAL FEATURES

Half Moon Bay General Plan
Park & Recreation Element

July 5, 1990

FIGURE 5: Planning Designations

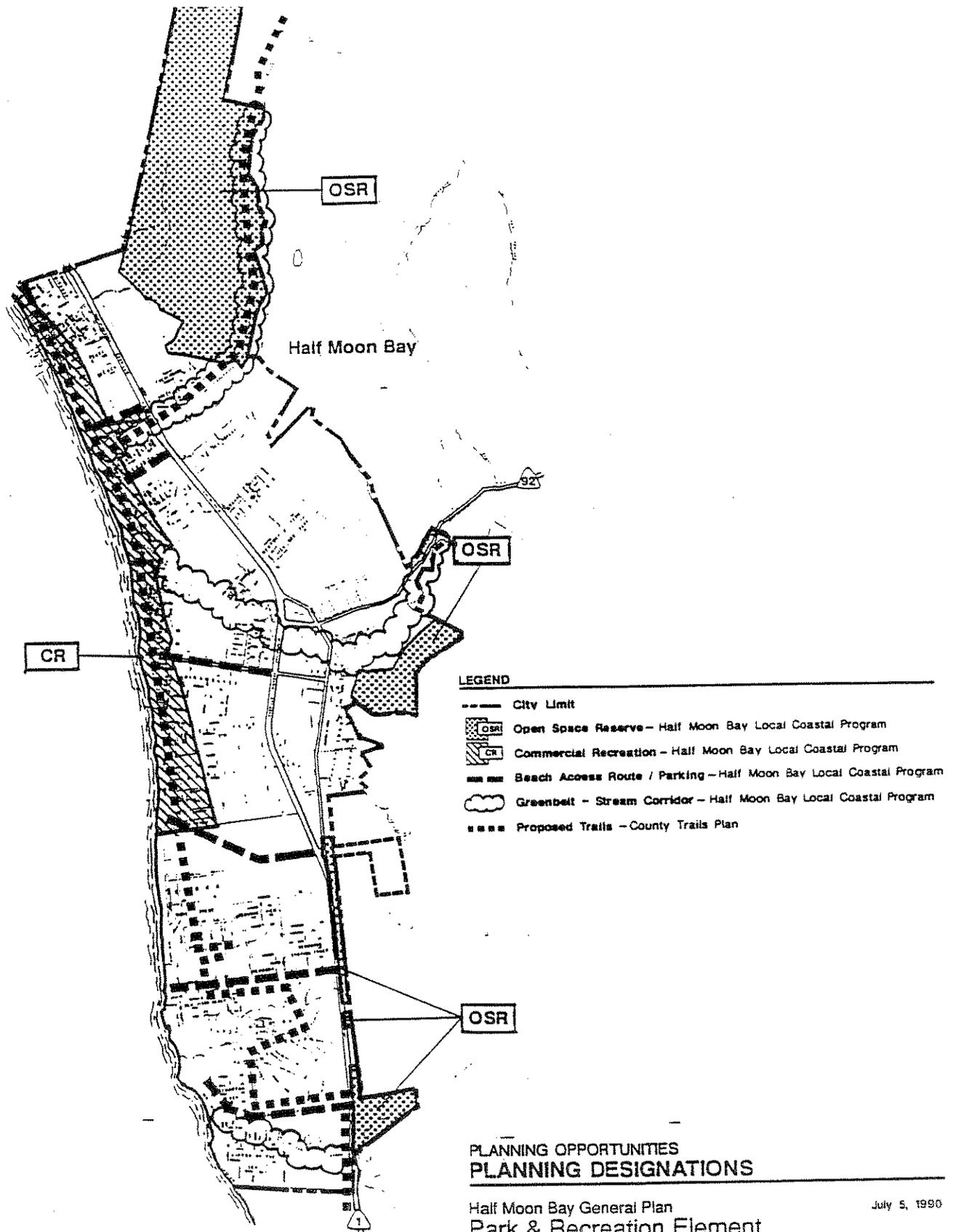
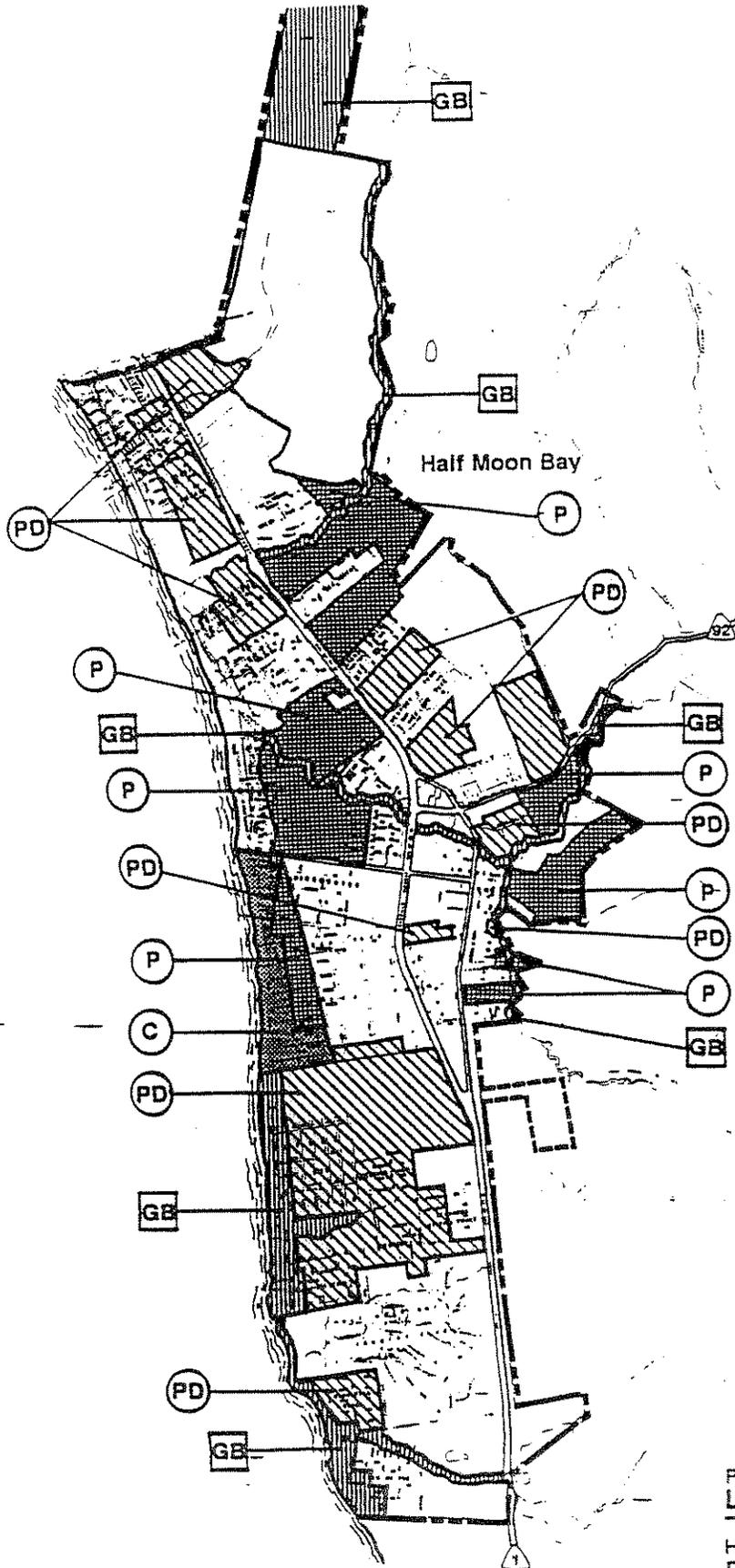


FIGURE 6: Land Use and Zoning



LEGEND

- City Limit
- ⊙ County of San Mateo Parcel - Undeveloped
- ⊙ Private - Undeveloped
- ⊙ Private - Development Pending
- ⊙ Greenbelt City Zoning

PLANNING OPPORTUNITIES
LAND USE & ZONING

Half Moon Bay General Plan
Park & Recreation Element

July 5, 1990

VI. Needs Assessment

The 1990 master plan utilized several vehicles to project needs and obtain an accurate picture of what the actual park users (the community) would like to see happen with regard to future park, recreation, and open space opportunities. Demographic data was analyzed to ascertain future trends. Existing facilities were inventoried and compared with proposed standards. Local geographic conditions and existing use patterns were studied. City staff and local special interest groups were consulted.

Attitudes and desires of the public were expressed through a series of public meetings, written suggestions and comments, informal telephone conversations, informal written questionnaire, and a professionally-conducted telephone survey. The results of the telephone Attitude Survey are contained in the Coastside Parks, Recreation and Open Space Master Plan.

Throughout the public participation process, a wide variety of interests and points-of-view were expressed. The community did express a good deal of concurrence on the central issues, however:

1. Most agreed that there is a considerable need for new and improved recreation facilities, and that this is one of the most important issues to be addressed by the region in the 1990's.
2. There was a great deal of support for development of passive recreation opportunities such as the bluff top trail and open space areas.
3. There was a great deal of concern that both adults and especially children be provided with well-designed, safe facilities for active sports.
4. There was a desire that cultural facilities such as a theater, museum, or art gallery be made available for the local population to express their creative and artistic talents, and to enjoy cultural events produced by others.
5. People agreed that it would be a good idea to connect the passive, active and cultural recreation areas with each other and with residential areas through development of a trail system.
6. Most were concerned that the park system be sufficiently funded so that the facilities can be properly developed and maintained.

VII. Goals, Objectives and Policies

Specific actions to be taken by the community are based on agreed-upon priorities that reflect the long-term goals and aspirations of the population. The policy statements that follow outline the Parks and Recreation Element and establish the philosophy and direction for the park and recreation system.

Goals are broad statements of purpose that reflect the community's collective vision of the future.

Objectives are the "yardsticks" by which the goals are measured. They describe specific conditions that are desirable in order to attain a given goal.

Policies are specific statements which guide decision making and suggest action to be taken to meet objectives and attain goals.

GOAL 1: PARK SYSTEM DEVELOPMENT

Develop a public park system that provides adequate space and facilities to meet the varied needs of the existing and future population.

Objective 1.1: Provide eight acres of developed parkland (mini, neighborhood, and community parks) for every 1000 residents in accordance with the standards established by this element.

Policies

- 1.1.1 Acquire parkland in advance of or in conjunction with urban development.
- 1.1.2 Acquire and develop approximately 63 additional acres of community parks by 2005, and a total additional 93 acres above current levels by 2020.
- 1.1.3 Acquire and develop approximately 35 additional acres of neighborhood parks by 2005, and a total additional 53 acres above current levels by 2020.
- 1.1.4 Locate neighborhood parks in North Wavecrest and South Wavecrest near the Ocean Colony development and provide adequate acreage to serve a portion of the existing neighborhood park needs of Ocean Colony.
- 1.1.5 Locate parks throughout the City to assure equitable distribution and convenient access for all residents.
- 1.1.6 Develop cultural, performing arts, and community center facilities as an integral part of the park system.

Objective 1.2: Provide for a broad range of active and passive and cultural recreation opportunities.

Policies

- 1.2.1 Construct a new community center which would include, as a minimum, space for indoor sports, classes and recreation programs, teen activities, senior activities, daycare, and meetings.
- 1.2.2 Provide a cultural facility for films, performance, and visual arts, either as a separate structure or as part of a new community center.
- 1.2.3 Complete improvements at the Johnston House and open to the public as a historical interpretive facility and museum. Develop the surrounding acreage into an outdoor/agricultural interpretive facility.
- 1.2.4 Provide active sports fields and facilities in the community parks which will provide for the needs of the leagues and programs, and which, at the least meet the minimum national standards.

Objective 1.3: Require high quality, state of the art planning and design for all park and facility development.

Policies

- 1.3.1 Ensure barrier-free access to all facilities.
- 1.3.2 Where possible, locate active recreation uses to minimize conflict with residential areas; sensitive habitats, and passive recreation areas.
- 1.3.3 Improve and update existing facilities to provide for changing recreation needs.
- 1.3.4 Conduct public hearing as an integral part of the design and development process for all new public park and recreation facilities.

GOAL 2: TRAILS AND BIKEWAYS

Develop a network of pedestrian, bicycle, and equestrian trails to link individual components of the park system.

Objective 2.1: Develop a bicycle path system in cooperation with the County, State Parks, and CalTrans.

Policies

- 2.1.1 Include Class I (separate bike path), Class II (on-street bicycle lane), and Class III bikeways (shared traffic lane with signage) in the overall system.

- 2.1.2 Develop and maintain an educational program to promote bicycle use and safety.
- 2.1.3 Bicycle trails should provide connections to Main Street, parks, and residential areas.

Objective 2.2: Develop recreation trails which link the community and accommodate pedestrians, bicyclists, and, where appropriate, equestrians.

Policies

- 2.2.1 Utilize and improve existing trail systems, by working cooperatively with other agencies.
- 2.2.2 Gain necessary easements and ownership, in order to utilize natural linear features such as riparian corridors, bluff tops, and abandoned rights-of-way.
- 2.2.3 Link local trails with planned County trails.
- 2.2.4 Complete development of the Coastside Recreation Trail in the approximate location shown on the Master Plan Diagram. (Trail location is shown schematically). Trail location should generally be held at least 20 feet back from bluff edge, and should, in most cases, be within 300 feet of the bluff edge.
- 2.2.5 Develop a Foothill Recreation Trail in the approximate location shown on the Master Plan Diagram.
- 2.2.6 Construct a pedestrian/bicycle over- or under--crossing of Highway 1 at Pilarcitos Creek.
- 2.2.7 Construct a pedestrian/bicycle bridge over Pilarcitos Creek at Main Street.
- 2.2.8 Develop linear park pathways along Canada Verde, Pilarcitos, and Frenchmans Creeks to connect the foothill trail and areas east of the highway with the coastal trail and areas west of the highway.

GOAL 3: IMPLEMENTATION

Develop a long- and short-term range program to achieve the policies set forth in this element through a combination of public and private funding, regulatory methods, and other strategies.

Objective 3.1: Ensure that the City of Half Moon Bay receives its fair share of State and Federal grants.

Policies

- 3.1.1 City staff shall pursue funding for direct, matching, and challenge grants from agencies as available.

Objective 3.2: Study the establishment of a landscape and lighting district to defray costs of maintenance and operations.

Policies

- 3.2.1 The City staff should study establishment of an ordinance to create one City-wide assessment district or several smaller districts under the Landscape and Lighting Act of 1972 to provide funding for the acquisition, development, and ongoing maintenance of park and recreation facilities within the City.

Objective 3.3: Utilize bond issues or other funding mechanisms as necessary to fund development of parks and special facilities.

Policies

- 3.3.1 City staff shall determine the feasibility of funding specific park projects through bond or tax measures and implement as needed.

Objective 3.4: Utilize ordinances and easements to ensure that significant natural resources are protected during development.

Policies

- 3.4.1 Explore the use of open space easements, a voluntary program authorized by the Open-space Easement Act of 1974, through which the City can obtain the conservation value of property which it does not own.
- 3.4.2 Explore the use of conservation easements, established through the California Conservation Easement Act of 1979. A conservation easement is similar to an open-space easement, except that it can be granted to a private organization or individual instead of a local government.
- 3.4.3 Use transferable development rights (TDRs) to allow the development rights of a parcel located in an area of significant resource value to be transferred to another location with less resource value.

Objective 3.5: Study the feasibility of establishing a "Friends of the Parks and Recreation System" organization to provide funding resources.

Policies

- 3.5.1 Establish a City-wide organization and recruit individuals within the community who can donate or attract contributions to serve on the organization board.
- 3.5.2 Explore methods to acquire funding and contributions of land through the organization, including wills and bequests, gifts of life insurance, charitable remainder trusts, and gifts catalogue.
- 3.5.3. Explore methods for land acquisition, including life estates, contributions of surplus real estate, sequential donations or purchases, tax delinquent property, and purchase and leaseback programs with landowners.
- 3.5.4 Explore an "Adopt-a-Park" concept with industry, service clubs, and citizens. Identify interested corporations, clubs, or individuals and create an action plan tailored to fit the adopting organization's budget and interest.

Objective 3.6: Revise the existing development impact fee ordinance to reflect the total cost of improvements required to serve new development.

Objective 3.7: Explore availability of funds from corporate sponsors and private foundations.

Objective 3.8: Explore the establishment of additional user fees or raising the current amounts charged to sports groups, group picnics, and other organizations or users. Consider charging non-residents higher fees than those charged to local residents.

Objective 3.9: Ensure that the Parks and Recreation Department receives a fair share of the revenue generated by the Half Moon Bay Redevelopment Agency.

Policies

- 3.9.1 City Parks and Recreation Staff should work cooperatively with the City Manager's office and the Redevelopment Agency to work towards earmarking a significant portion of the Redevelopment monies for park and recreation facilities acquisition and development.

GOAL 4: OPERATION AND MAINTENANCE

Develop the necessary organizational staffing and funding mechanisms to assure that all parks, facilities, and open spaces are well-maintained.

Objective 4.1: Ensure adequate revenue for the maintenance of all facilities.

Policies

- 4.1.2 Establish a maintenance and operations budget sufficient for the given level of parks development in any given year, to be funded through the General Fund and other potential new sources such as an assessment district.

Objective 4.2: Provide for security and safe use of park facilities.

Policies

- 4.2.1 Maintain facilities at appropriate levels.

VIII. Implementation

Achieving the goals set forth in this Element will depend in large part upon securing sufficient funding for acquisition and development of new parklands, improvement of existing parks, and operation and maintenance of the facilities. Funding will come from existing sources and new public and private sources. In addition to direct funding, various regulatory measures can help ensure preservation of recreation lands.

Implementation of this element is a key to maintaining and improving the quality of life now enjoyed by City residents. Implementation is an achievable goal that can be made available at a reasonable cost per household. Throughout the planning process, the community was supportive of the proposed program. Implementation will require residents to support a portion of the projected costs as well.

Master Plan for Buildout

Figures 7 and 8 illustrate the system of parks and recreation facilities to serve the buildout population of approximately 20,000. The system includes 100 acres of community parks, 45 acres of neighborhood parks, three community centers, 15 miles of trails, and 34 acres of regional parkland (not including the state beaches). The following parks are included in this system:

Community Parks

C1	Coastside Community Park	65 acres
C2	North Wavecrest Community Park	35 acres

Neighborhood Parks

N1	Dykstra Neighborhood Park	2.5 acres
N2	Glencree Neighborhood Park	0.6 acres
N3	Beechwood Neighborhood Park	0.8 acres
N4	Dykstra Neighborhood Park	1.9 acres
N5	West-Central Neighborhood Park	11 acres
N6	Spanish Town Neighborhood Park	7 acres
N7	Miramar Neighborhood Park	4 acres
N8	East-Central Neighborhood Park	7 acres
N9	South Wavecrest Neighborhood Park	2 acres

Regional Parks

R1	Poplar Park	34 acres
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Development Plan Through the Year 2005

This 1995 update focuses on the facilities needed to serve both the existing population, and the additional 3,500 increase anticipated over the next ten years. These facilities are illustrated on Figure 9, and described below.

C1-A Coastside Community Park Phase A (5 acres)

The City has acquired five acres as a first phase of the proposed 65-acre community park. The site will provide facilities for active league sports, parking, picnic areas, and open turf. A city corporation yard will occupy two-thirds of an acre. A new 24,000 square foot Boys and Girls Club building is also planned for this site.

C1-B Coastside Community Park Phase B (9.8 acres)

An additional 9.8 acres located adjacent to the five-acre site will be purchased by the City and developed as a second phase of the proposed 65-acre park.

C2 Wavecrest Community Park (35 acres)

The current North Wavecrest Redevelopment Area proposal includes development of a 35-acre community park to provide both active and passive recreation opportunities. A community center should also be developed on this site and could include a community theater, community pool, and/or other special use facility.

R1 Poplar Park (34 acres)

The City has entered into an agreement to take over ownership of 45 acres of blufftop land from the County of San Mateo. The park will be primarily passive in nature, with a low intensity of development. It is recommended that an 11-acre portion of this site be developed as a neighborhood park to alleviate the existing deficiency in the West-Central planning area (see N5 below).

N1, N2, N3, N4 East-Central Neighborhood Parks (5.8 acres total)

Four park sites have been identified and dedicated through the subdivision process. These sites range in size from one-half to two and one-half acres, and will provide facilities to serve the new and adjacent residential subdivisions.

N5 West-Central Neighborhood Park (11 acres)

A portion of the 45-acre site should be developed to provide neighborhood scale facilities to serve this planning area. The existing deficiency within this planning area is 8.7 acres, and will reach 11.6 acres at build out.

N6 Spanish Town Neighborhood Park (7 acres)

This planning area has reached 85% of its anticipated build out population. The area contains 1.4 acres of existing parks, has an existing deficiency of 5.9 acres, and will require a total of 8.8 acres at build out. A new neighborhood park should be developed.

Coastside Trail (Kelly Avenue to Ocean Colony)

The existing trail will be extended through the 45-acre regional park and the North Wavecrest redevelopment area.

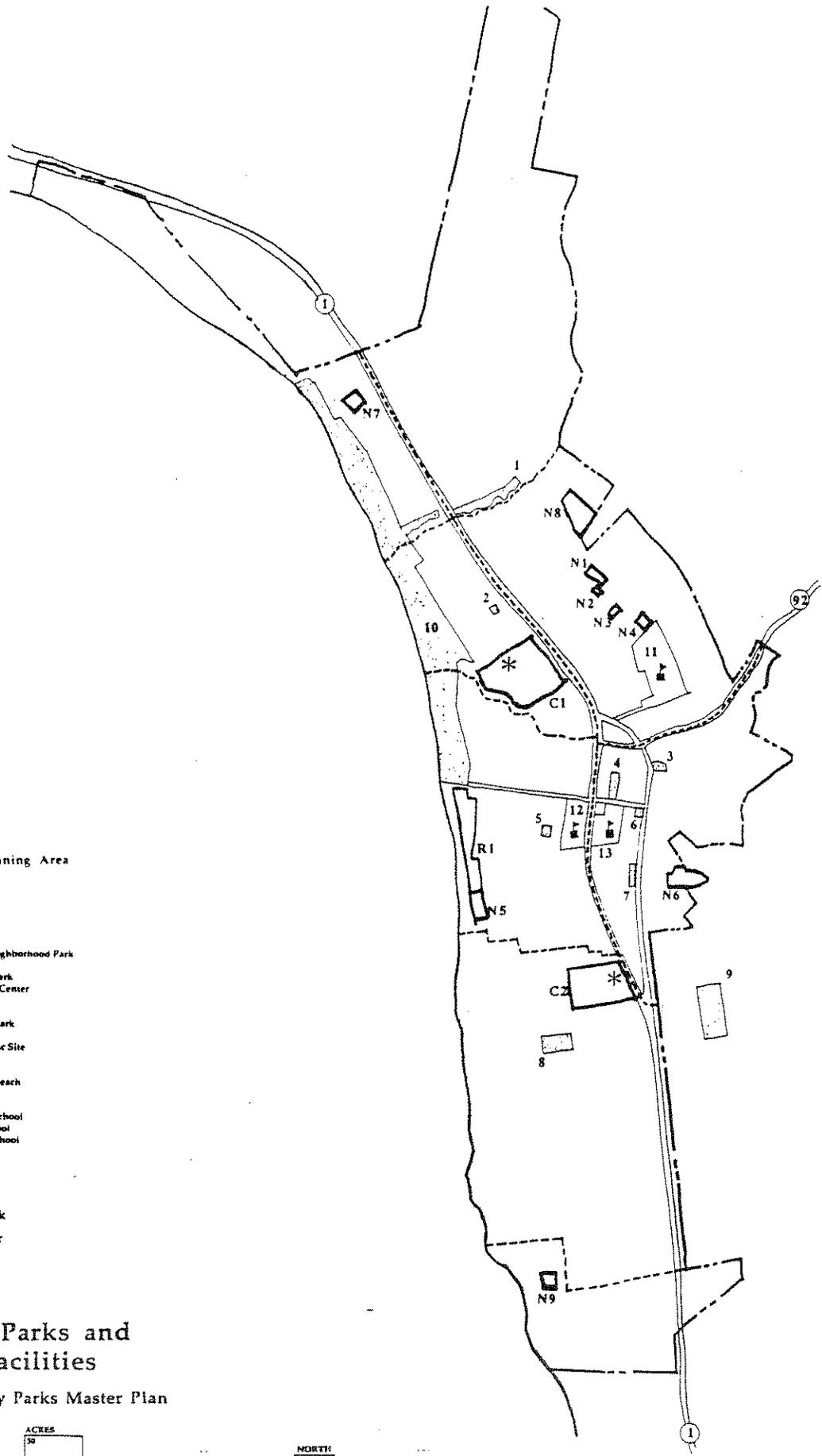
Foothill Boulevard Trail

The proposed Foothills Boulevard should include a Caltrans Class One bicycle and pedestrian pathway, separated from vehicular traffic.

Pilarcitos Creek Trail

The City has prepared a preliminary plan and grant funding request for a creekside trail and habitat protection and enhancement project to extend from downtown to the Coastside Trail.

FIGURE 7: Master Plan - Parks and Community Facilities



Legend

- City Limit
- Neighborhood Planning Area

Existing Facilities

- Local Facilities**
 - 1. Frenchman's Creek Neighborhood Park
 - 2. Kehoe Mini Park
 - 3. Pilaricos Creek Mini Park
 - 4. Coastside Community Center
 - 5. Ocean View Mini Park
 - 6. Mac Dotz Mini Park
 - 7. Kitty Fernandez Mini Park
 - 8. Smith Fields
 - 9. Johnston House Historic Site
- Regional Facilities**
 - 10. Half Moon Bay State Beach
- Public Schools**
 - 11. Half Moon Bay High School
 - 12. Hatch Elementary School
 - 13. Cunha Intermediate School

Proposed Facilities

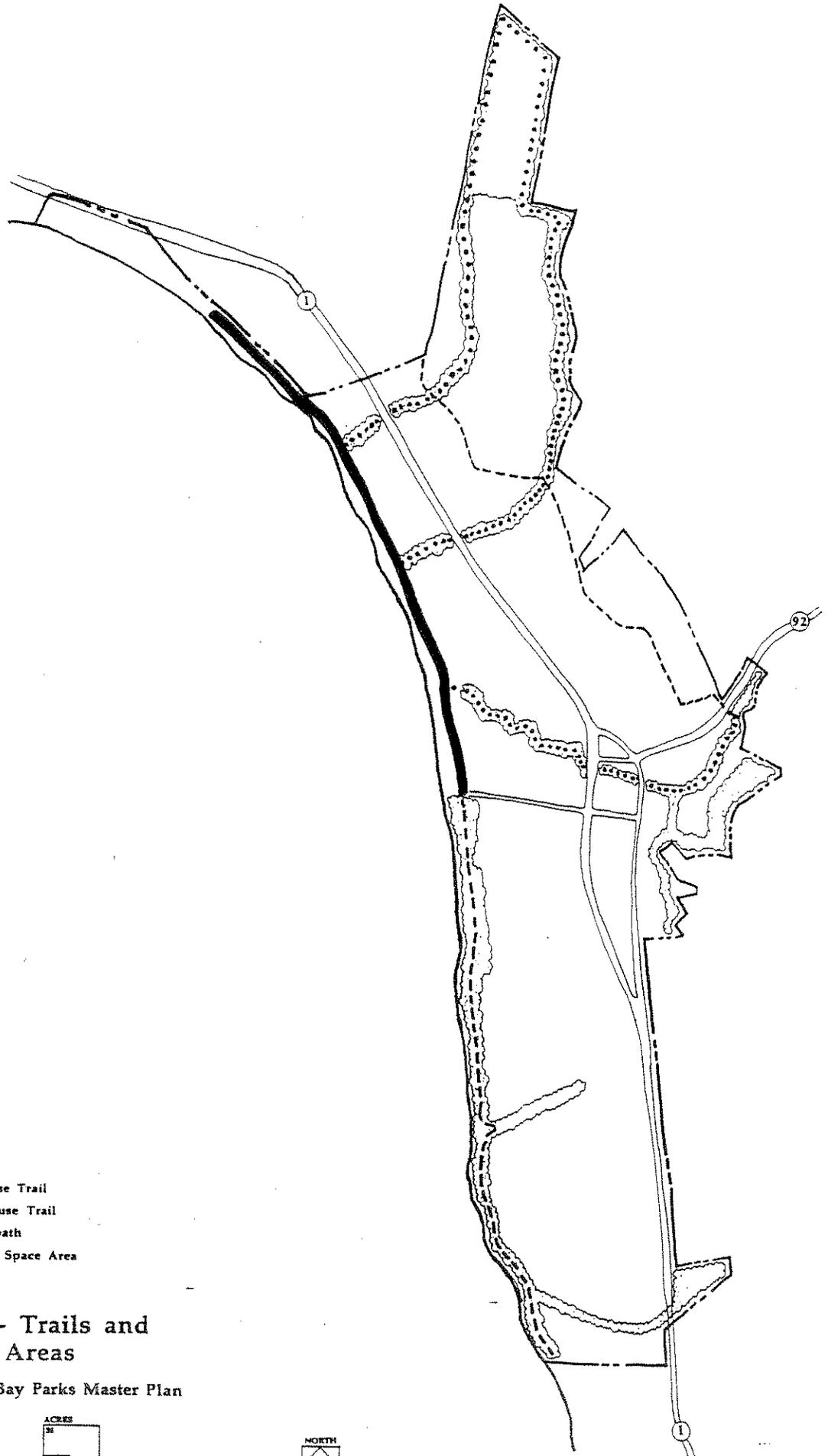
- C Community Park
- N Neighborhood Park
- * Community Center

Master Plan - Parks and Community Facilities

City of Half Moon Bay Parks Master Plan



FIGURE 8: Master Plan - Trails and Open Space Areas



Legend

-  Existing Multiuse Trail
-  Proposed Multiuse Trail
-  Proposed Footpath
-  Proposed Open Space Area

Master Plan - Trails and Open Space Areas

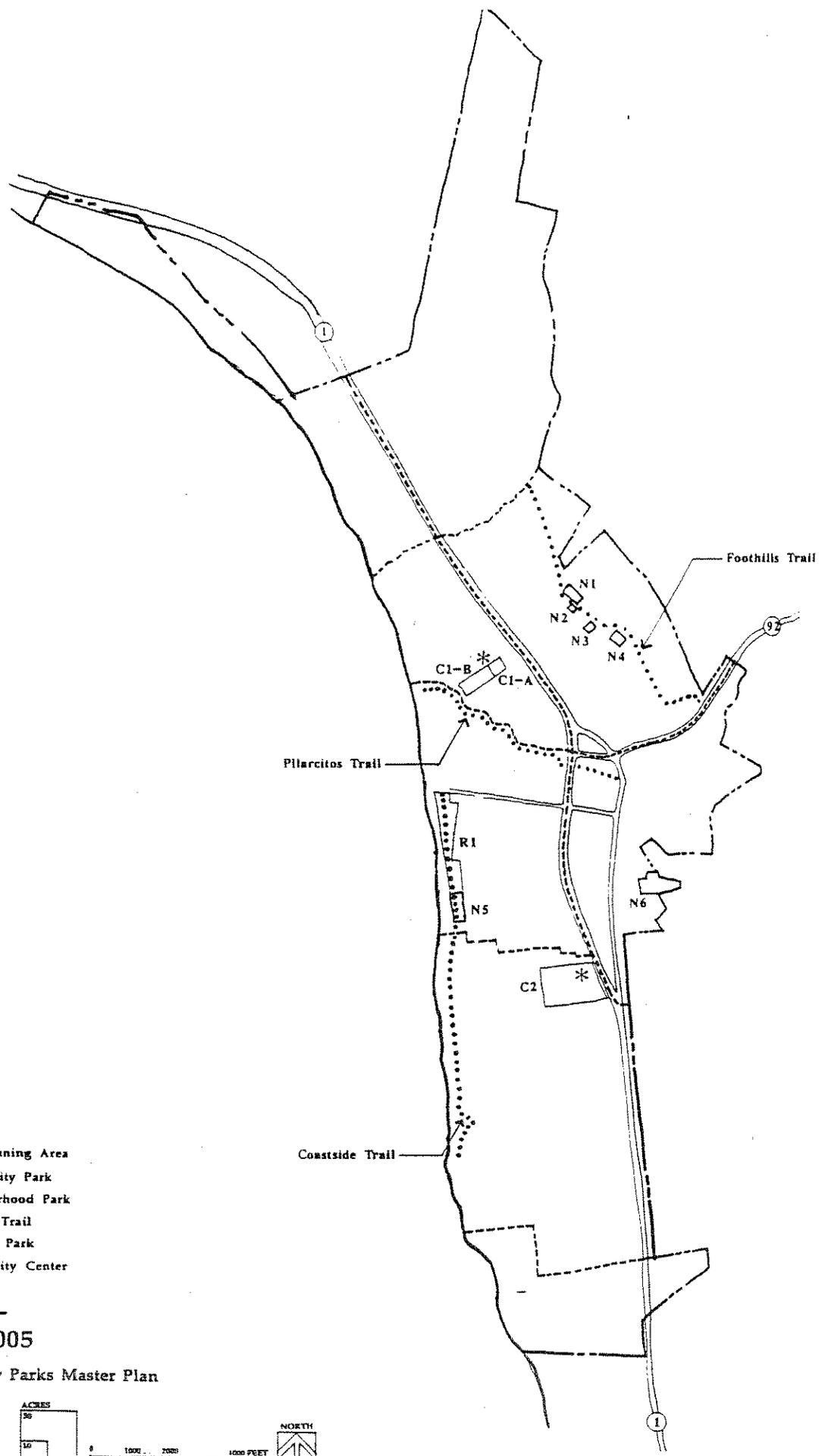
City of Half Moon Bay Parks Master Plan



Collender Associates
Landscape Architecture
117 Anthony Avenue
San Mateo, CA 94401
1999 476-1444
Fax 476-1444

ACRES





Legend

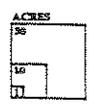
- City Limit
- - - - Neighborhood Planning Area
- C [] Proposed Community Park
- N [] Proposed Neighborhood Park
- Proposed Multiuse Trail
- R [] Proposed Regional Park
- * Proposed Community Center

**New Facilities-
Year 1995 to 2005**

City of Half Moon Bay Parks Master Plan



California Association
Landscape Architects
1415 Avenue of the
Stars, Suite 100
San Diego, CA 92108
Tel: (619) 594-1111
Fax: (619) 594-1112



Costs for Acquisition and Development for 10-year Implementation Plan

Table 10 presents estimated costs for acquisition and development for the new facilities to be constructed over the next ten years. The estimates include 25% for planning, design, environmental, and administration costs, and are based on the following cost assumptions, expressed in 1995 dollars:

Land Acquisition	\$150,000/acre
Community Park Development	\$225,000/acre
Neighborhood Park Development	\$275,000/acre
Recreation Trail Development	\$275,000/mile

TABLE 10: Acquisition and Development Cost Estimates

Project	Development Size	Acquisition		Total Cost	Cost
		Cost	Cost		
C1 Coastside Community Park	5 acres	\$258,500	\$1,125,000	\$1,383,500	\$1,383,500
C2 Coastside Community Park	9.8 acres	\$185,000	\$2,450,000	\$2,635,000	\$2,635,000
C3 Wavecrest Community Park (including new community center)	35 acres	\$0(1)	\$12,375,000	\$12,375,000	\$12,375,000
R1 Poplar Park	34 acres	\$0(2)	\$400,000	\$400,000	\$400,000
N1 Dykstra Ranch Neighb. Park	2.5 acres	\$0(1)	\$685,000	\$685,000	\$685,000
N2 Glen Cree Neighborhood Park	0.6 acre	\$0(1)	\$165,000	\$165,000	\$165,000
N3 Beechwood Neighborhood Park	0.8 acre	\$0(1)	\$220,000	\$220,000	\$220,000
N4 Dykstra Ranch Neighb. Park	1.9 acres	\$0(1)	\$525,000	\$525,000	\$525,000
N5 West-Central Neighb. Park	11 acres	\$0(2)	\$3,025,000	\$3,025,000	\$3,025,000
N6 Spanish Town Neighb. Park	7 acres	\$1,050,000	\$1,925,000	\$2,800,000	\$2,800,000
Coastside Trail Kelly to Ocean Colony	2.25 miles	\$0(1,2)	\$620,000	\$620,000	\$620,000
Foothills Boulevard Trail	2.1 miles	\$0	\$580,000	\$580,000	\$580,000
Pilarcitos Creek Trail	1.5 miles	\$0	\$415,000	\$415,000	\$415,000
Total		\$1,493,500	\$24,510,000	\$25,825,500	

(1): Developer land dedication
(2): No-cost acquisition from San Mateo County

Costs for Operation and Maintenance

Development of additional facilities will require additional funding for operation and maintenance. Table 11 shows the estimated costs for each type of facility for the full ten-year development:

TABLE 11: Estimated Annual Operation and Maintenance Costs

Facility Type	Total Quantity	Unit Cost	Annual Amount
Community Park	50 acres	\$10,000/acre	\$500,000
Neighborhood Park	24 acres	\$15,000/acre	\$360,000
Regional Park	34 acres	\$2,000/acre	\$68,000
Trails	5.85 miles	\$8,000/mile	\$47,000
Total			\$975,000

Funding Sources

The City currently finances its park system through the general fund, grant funding, and two park funds which derives income from two municipal development ordinances. In the next ten year period, these sources may be supplemented by the North Wavecrest Redevelopment Area, which is anticipated to finance the park and trail facilities located within its boundaries.

The ten-year program will likely require additional funding sources to achieve full development. Bond issues are appropriate for financing large, capital intensive projects such as community parks and community centers. Formation of a landscape and lighting assessment district is appropriate for both facilities development and financing of operation and maintenance. Although the popular mood has been anti-spending thus far in the 1990's, communities throughout the country have successfully implemented park financing measures that were carefully designed with a real understanding of local needs. Unless additional funding sources are supported by Half Moon Bay residents, the ten-year plan will not likely be fully realized.

Table 12 outlines recommended funding sources for each of the projects contained in the ten-year plan.

TABLE 12: Potential Funding Sources

Project	Funding Source
C1 Coastside Community Park	Park Fund, Grants, Assessment District, Bonds
C2 Coastside Community Park	Park Fund, Grants, Assessment District, Bonds
C3 Wavecrest Community Park	Developer Contribution, Bonds
R1 Poplar Park	Park Fund, Grants
N1 Dykstra Ranch Neighborhood . Park	Developer Contribution, Park Fund
N2 Glenree Neighborhood Park	Developer Contribution, Park Fund
N3 Beechwood Neighborhood Park	Developer Contribution, Park Fund
N4 Dykstra Ranch Neighborhood . Park	Developer Contribution, Park Fund
N5 West-Central Neighborhood . Park	Park Fund, Grants, Assessment District, Bonds
N6 Spanish Town Neighborhood . Park	Park Fund, Grants, Assessment District, Bonds
Coastside Trail Kelly to Ocean Colony	Grants
Foothills Boulevard Trail	Grants, Gas Tax
Pilarcitos Creek Trail	Grants

Park and Recreation Element Monitoring Process

This Element is intended to be evaluated and updated as local conditions change. City staff should monitor changing conditions and develop appropriate revised policies and implementation measures as the need arises. The goals, objectives, and policies should be thoroughly evaluated every five years in light of changing public attitudes and economic conditions.

Attachment C

City of Half Moon Bay Bike/Pedestrian Trails & Points of Interest



Attachment D – City Agreement

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF HALF MOON BAY AND (CONSULTANT)**

THIS AGREEMENT for consulting services is made by and between the City of Half Moon Bay (“City”) and [Consultant Name] (“Consultant”) as of 2016.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant will provide to City the services described in the Scope of Work attached Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement will prevail.

- 1.1 Term of Services.** The term of this Agreement will begin on the date first noted above and will run until or until terminated by either party pursuant to Section 8.
- 1.2 Standard of Performance.** Consultant will perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant will prepare all work products required by this Agreement in accordance with usual and customary professional and will conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant will assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant will, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant will devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. Exhibit A to this contract contains the Scope of Work and Estimate of Costs for (CONSULTANT) to be completed by the Consultant and submitted to the City. The City will pay Consultant for services rendered pursuant to the Estimate of Costs at the time and in the manner set forth herein. Consultant will submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant will not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder,

including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant will submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date. Invoices will contain the following information:

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

2.2 Monthly Payment. City will make monthly payments, based on invoices received, for services satisfactorily performed. City will have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Hourly Fees. Fees for work performed by Consultant on an hourly basis will not exceed the amounts shown on the fee schedule shown in Exhibit A, incorporated herein by this reference.

2.4 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.5 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City will compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant will maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant will, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS.

- 4.1** During the term of this Agreement, Consultant will carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance will be of the types and in the amounts as set forth below:
- Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - Worker’s Compensation insurance as required by the laws of the State of California.
 - Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 4.2** Consultant will require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 4.3** The policy or policies required by this Agreement will be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best’s Insurance Guide.
- 4.4.** Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.
- 4.5.** At all times during the term of this Agreement, Consultant will maintain on file with City’s Finance Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant will, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).
- 4.6.** Consultant will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 4.7.** The general liability and automobile policies of insurance required by this Agreement will contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement will contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer

to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- 4.8. The insurance provided by Consultant will be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, will be in excess of Consultant’s insurance and will not contribute with it.
- 4.9. All insurance coverage provided pursuant to this Agreement will not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 4.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant will either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant will procure a bond guaranteeing payment of losses and expenses.
- 4.11. Procurement of insurance by Consultant will not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. Consultant will indemnify, defend and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, by the wrongful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held liable.

The foregoing obligation of Consultant will not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

The total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to the City and anyone claiming through or under the City on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant’s services or from any cause or causes whatsoever will not exceed the limits of insurance identified herein.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public

Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant will indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant will be an independent contractor and will not be an employee of City. City will have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City will not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement will not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant will have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant will have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California will govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors will comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors will comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its

employees, agents, any subcontractors will, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors will obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Consultant may cancel this Agreement upon 15 days’ written notice to City.

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension will require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City will have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City will have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant will not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant will survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City’s remedies will include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant’s Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder will be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. To

the extent allowed by law, City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant will maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain will be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement will be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 Successors and Assigns.** The provisions of this Agreement will inure to the benefit of and will apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant will prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant will not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City will have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement will be administered by Magda Gonzalez, City Manager ("Contract Administrator"). All correspondence will be directed to or through the Contract Administrator or her designee.

10.10 Notices.

Any written notice to Consultant will be sent to:

Name

Position

Name of organization

Address

Phone:

Email:

Any written notice to City will be sent to:

Carlo Wei

Management Analyst

501 Main Street

Half Moon Bay, CA 94019

Phone: 650.726.8256

Email: cwei@hmbcity.com

- 10.11 Integration.** This Agreement, including the Scope of Work and Estimate of Costs, as well as the Fee Schedule attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

“CITY”

CITY OF HALF MOON BAY

Date: _____

By: _____

Magda Gonzalez, City Manager

Attest:

By: _____

City Clerk

Date: _____

Approved as to form:

City Attorney

“CONSULTANT”

[NAME OF CONSULTANT]

Date: _____

By: _____

Its: _____

Exhibits:

EXHIBIT A. SCOPE OF SERVICES

EXHIBIT B. APPROVED FEE SCHEDULE