

**SAN MATEO COUNTY**  
**FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**

1<sup>st</sup> Floor, Miller Ream Hall  
1700 S. El Camino Real  
San Mateo, CA 94402

**Board of Directors**

**Supervisors:**

District 3	Don Horsley
At-Large:	Dave Pine - <b>Chair</b>

**City Representatives:**

North:	Donna Colson
Central:	Diane Papan
South:	Lisa Gauthier
Coast:	Debbie Ruddock – <b>Vice Chair</b>
At-Large	Maryann Moise Derwin

# AGENDA

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**January 13, 2020**

**4:00 PM**

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**1. Roll Call**

**2. Public Comment**

*This item is reserved for persons wishing to address the Board on any Board-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called.*

**3. Action to Set the Agenda**

**4. Ceremonial Items**

4.1 Swearing in of District Board Members\*

**5. Approval of Consent Agenda**

5.1 Select District Board Chair and Vice Chair (ACTION)\*

5.2 Approval of Minutes of December 9, 2019 District Advisory Committee Minutes (ACTION)

- 5.3 Adopt Administrative Memorandum A1: Soliciting, Selecting, and Developing Agreements with Providers of Goods and Services and Establishing Signature Authority Levels
- 5.4 Adopt the San Mateo County Flood and Sea Level Rise Resiliency District 2020 Board Meeting Schedule (ACTION)
- 5.5 Adopt Resolution Affirming Colma Creek Advisory Committee and adopting standing rules for the Committee (ACTION)
- 5.6 Receive Master Agreement for San Mateo County Services (INFORMATION)
- 5.7 Adopt a Resolution Approving the San Mateo County Flood and Sea Level Rise Resiliency District Board Member Guidelines (ACTION)
- 5.8 Adopt a Resolution Approving an Agreement with San Mateo County Counsel to Provide District Counsel Services (ACTION)
- 5.9 Authorizing appointment of Interim Clerk of the Board (ACTION)

## **6. Presentations**

- 6.1 Funding History of MOU Projects\*

## **7. Regular Agenda**

- 7.1 Adopt a Resolution approving the FY 19-20 District Budget (ACTION)
- 7.2 Receive Staff Recommendation to Request the Army Corps of Engineers Support in Preparing a Study of the San Mateo Bay and Coastal Shorelines Under Section 142 of the Water Resources Development Act of 1975 (INFORMATION)
- 7.3 Appoint San Mateo County Supervisor Members of the Flood and Sea Level Rise District as Director and Alternate Director to the San Francisquito Creek Joint Powers Authority's Board of Directors (ACTION)

## **8. Chair's Report\***

## **9. Interim CEO Report\***

## **10. Advisory Committee Reports\***

- 10.1 Ad Hoc CEO Recruitment Subcommittee Report\*
- 10.2 Colma Creek Advisory Committee\*
- 10.3 San Francisquito Creek Joint Powers Authority

## **11. Board Member Reports\***

## **12. Items for Future Agenda\***

## **13. Adjournment**

\* Indicates that reports are verbal only.

# **Meeting Rules and Procedures**

### **Signing up to speak to the Board of Directors and Time Limits:**

For the orderly recognition of members of the public who wish to speak before the Board, speakers are asked to fill out a speaker request form and give it to the Clerk of the Board with the item they wish to speak on. However, speakers may elect to not identify themselves by name. The form is available in the entryway area for the meeting room. Public comment is generally limited to two (2) minutes per speaker, although the Board Chair may modify this time limit. Prearranged presentations are limited to 10 minutes.

### **Accommodations for people with disabilities:**

Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Christine Boland, Clerk to the Board, [cboland@OneShoreline.org](mailto:cboland@OneShoreline.org), at least two working days before the meeting. Notification in advance of the meeting will enable the Board to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees of this meeting are reminded that other attendees may be sensitive to various chemical-based products.

### **Communicating with Board Members:**

If you wish for your written communication or materials to be distributed to all Board Members, please email such communication or materials to Christine Boland, Clerk to the Board, at [cboland@OneShoreline.org](mailto:cboland@OneShoreline.org) or mail them to the address listed on the first page of the agenda, for receipt at least two business days prior to the Board meeting.

**Visual Presentations/Materials:** For PowerPoint presentations, you need to provide the Clerk of the Board a USB flash drive 30 minutes prior to the start of the meeting or via email by 5:00 p.m. the day prior to the meeting. Electronic formats must be PC compatible.

**Public Records:** Public records that relate to any item on the open session agenda for a regular Flood and Sea Level Rise Resiliency District meeting are available for public inspection. Those public records that are distributed less than 72 hours prior to the meeting will be made available for inspection at the

same time they are distributed to all members, or a majority of the members of the Board. Such public records will be available for inspection at the San Mateo County Flood and Sea Level Rise Resiliency District office, 1700 El Camino Real, Suite 502, San Mateo, CA 94402 and at [www.oneshoreline.org](http://www.oneshoreline.org). Should you wish to have such documents sent to you by email, please contact Christine Boland, Clerk of the Board, [cboland@OneShoreline.org](mailto:cboland@OneShoreline.org), 650-623-5931.

County of San Mateo  
Flood and Sea Level Rise Resiliency Advisory Committee  
San Mateo City Hall, Conference Room C, San Mateo, CA  
MINUTES  
December 9, 2019

1. Call to Order/Roll Call

Chair Dave Pine called the meeting to order at 4:10 p.m. Interim Clerk Boland took roll call and confirmed a quorum was present.

Committee Members Present:

Dave Pine, Representing Board of Supervisors, At-Large (Chair)  
Debbie Ruddock, Representing Coastside (Vice Chair) (Arrived 4:12 p.m.)  
Donna Colson, Representing Northern San Mateo County cities  
Maryann Moise Derwin, Representing San Mateo County cities at-large  
Don Horsley, Representing Board of Supervisors, District 3  
Diane Papan, Representing Central San Mateo County cities

Committee members absent:

Lisa Gauthier, Representing Southern San Mateo County cities

Staff Present:

Larry Patterson, Interim Chief Executive Officer  
Brian Kulich, Esq., County Counsel  
Jim Porter, County of San Mateo Director of Public Works  
Rochelle Kiner, Deputy Director, Public Works  
Ann Stillman, Deputy Director, Public Works  
Erika Powell, Flood Resiliency Program Manager  
Danielle Lee, Deputy Director, Office of Sustainability  
Christine Boland, Interim Clerk

2. Public Comment

Brian Perkins, Congresswoman Jackie Speier's office, discussed upcoming federal funding opportunities in which the Bayside and Coastside could be included in federal spending bills.

3. Action to Set the Agenda

Chair Pine recommended moving all presentations to the end of the meeting. Committee members concurred.

Motion/Second: Pine/Horsley moved to set the agenda, as amended.

Ayes: Colson, Derwin, Papan, Horsley, Ruddock, Pine

Noes: None

Absent/Abstain: Gauthier

Motion Passed: 6-0-1

#### 4. Approval of Consent Agenda

- 4.1 Approval of Minutes of November 12, 2019 Advisory Committee Meeting
- 4.2 Draft Agreement with County Counsel for District Counsel Services
- 4.3 Transfer of Obligations and Assets from San Mateo County to Flood and Sea Level Rise Resiliency District

Motion/Second: Horsley/Colson moved to approve the Consent Agenda.

Ayes: Colson, Derwin, Horsley, Papan, Ruddock, Pine

Noes: None

Absent/Abstain: Gauthier

Motion Passed: 6-0-1

#### 6. Regular Agenda

##### 6.1 Draft Office Space Lease Agreement

Interim CEO Patterson outlined details contained in the draft Lease Agreement with Borel Estate Company for 2,166 square feet of office space at 1700 El Camino Real, Suite 502, San Mateo, Calif., for the new Flood District offices. As part of the lease, the Miller Reams Hall on the first floor would be available for board meetings. He noted the space is currently occupied and the Flood District would not take occupancy until mid to late-January 2020, after certain necessary office improvements were performed.

In response to Member Colson, County Counsel Kulich discussed the “split-roll” voter initiative which would amend the California Constitution to require an annual property tax re-assessment of commercial properties based on market value rather than purchase price, and whether the reassessment would have an impact on the Flood District’s lease agreement.

Motion/Second: Ruddock/Derwin moved to approve the lease agreement with Borel Estate Company for office space at 1700 El Camino Real, Suite 502, San Mateo, Calif. for a three-year term.

Ayes: Colson, Derwin, Horsley, Papan, Ruddock, Pine

Noes: None

Absent/Abstain: Gauthier

Motion Passed: 6-0-1

##### 6.2 Draft Agreement for Payroll and Human Resource Services Contract

Deputy Public Works Director Kiner outlined details of the agreement with Paychex to perform payroll, human resources services and workers’ compensation insurance for the Flood District. She noted that the contract is a cooperative agreement, mirroring the contract of Peninsula Clean Energy contract for an identical scope of services.

Motion/Second: Horsley/Ruddock moved to approve an agreement with PayChex to provide payroll, human resources and workers’ compensation insurance for a term of two years in an amount of up to \$5,000 per year, for a total estimated cost of up to \$10,000.

Ayes: Colson, Derwin, Horsley, Papan, Ruddock, Pine  
Noes: None  
Absent/Abstain: Gauthier  
Motion Passed: 6-0-1

### 6.3 Draft Master Agreement for San Mateo County Services

Interim CEO Patterson outlined the Master Agreement with the County of San Mateo, allowing for the continuation of District operations for the term of January 1, 2020 to June 30, 2022. Deputy Public Works Director Kiner added that the services provided in the agreement included engineering services for management and operations of the zones and flood-related projects, administrative support, community outreach efforts and accounting services. Mr. Patterson noted the term was 2.5 years in an amount of up to \$2,721,200 per year, for a total cost not to exceed \$6,803,000. The agreement includes an option to extend the contract through June 30, 2023 at the same rate, upon mutual consent of the parties.

Mr. Patterson noted that the agreement needed to be approved by the Board of Supervisors at its December 10, 2019 meeting. Committee members discussed the terms of the agreement, the fees and termination clause.

Motion/Second: Colson/Ruddock moved to approve the Draft Master Agreement with the County of San Mateo in the amount of up to \$6,308,000, for the term Jan. 1, 2020 through June 30, 2022.

Ayes: Colson, Derwin, Horsley, Papan, Ruddock, Pine  
Noes: None  
Absent/Abstain: Gauthier  
Motion Passed: 6-0-1

### 6.4 Draft Fiscal Policies and Procedures

Interim CEO Patterson proposed using eight of the County's fiscal policies and establish them as the new Flood District's policies.

- Service Charge on Returned Checks (County Policy A-4)
- Expense Reimbursement Policy (County Policy A-5)
- Semi-Weekly Check Processing Policy (County Policy A-6)
- Accounting for Capital Assets (County Policy A-7)
- Soliciting, Selecting and Developing Agreements with Providers of Goods and Services (County Policy B-1)
- Appropriation Authority (County Policy B-15)
- County Travel Policy (County Policy B-16)
- Electronic and Facsimile Signatures (County Policy B-29)

Mr. Patterson noted two exceptions to the County's policies B-1 and B-15 for the Flood District, as follows:

Policy B-1: Soliciting, Selecting and Developing Agreements with Providers of Goods and Services: Mr. Patterson recommended lowering the new CEO's signature authority from \$100,000 to \$25,000 initially and adjust later, when appropriate; and establishing an emergency procurement authority level of \$100,000 for emergency operations and maintenance issues.

Policy B-15: Appropriation Authority: Mr. Patterson recommended the new CEO be authorized to approve District Appropriation Transfer Requests (“ATR’s”) unless State law or other requirements dictate that approval be made by the District board.

Committee members discussed whether the \$100,000 for emergency repairs was adequate, given the expensive nature of public works projects. Interim CEO Patterson responded that an emergency board meeting could be called with 24 hours notice if authorization was needed for expenditures exceeding \$100,000. Public Works Director Porter concurred that expenses during an emergency involved in a public works project could far exceed the signature authority of the CEO and that Board approval would be necessary.

No action was taken on this item. The item would be brought back for Board approval in January 2020.

#### 6.5 Update on Insurance Coverage for the Flood and Sea Level Rise Resiliency District

Interim CEO Patterson introduced Scott Johnson, the County of San Mateo’s Risk Manager. Mr. Johnson discussed the basic insurance needs for the new Flood District, his recommendations on coverage and limits. He provided a cost estimate for the coverage, noting that the Flood District was added as an additional insured to the County’s overall insurance program as an interim measure.

Mr. Johnson responded to board member questions regarding potential liability exposure to individual cities within the Flood District jurisdiction and how coverage would work. He stated he and the County Counsel would further research liability issues and update the board at a later time. Interim CEO Patterson stated the estimated cost of the program would be within the signature authority of the new CEO and the Flood District would be covered on January 1, 2020.

#### 6.6 Review of Revised Flood and Sea Level Rise Resiliency District Board Member Guidelines

Mr. Patterson reviewed the latest amendments which he incorporated into guidelines using underline and strikethrough editing marks. He stated the item would be brought back for final adoption in January 2020.

#### 6.7 Draft 2020 Board Meeting Calendar

Interim CEO Patterson presented the draft meeting calendar for 2020, noting the increase from one board meeting per month to two. He proposed cancelling any meeting that fell on a Federal holiday. Chair Pine added that there would be more meetings in the beginning of the year but that the intention is to move back to one meeting per month.

All meetings would be held on the second and fourth Mondays of the month, 1700 El Camino Real, first floor in Miller Ream Hall conference room, San Mateo, Calif., unless otherwise noticed:

- January 13 and 27
- February 10 and 24
- March 9 and 23
- April 13 and 27
- May 11 (no meeting May 25 due to Memorial Day)
- June 8 and 22
- July 13 (no meeting July 27)

- August 10 (no meeting Aug. 24)
- September 14 and 28
- October 26 (no meeting Oct. 12 due to Columbus Day)
- November 9 and 23
- December 14 (no meeting Dec. 28)

Motion/Second: Papan/Horsley moved adoption of the 2020 meeting calendar.

Ayes: Colson, Derwin, Papan, Horsley, Ruddock, Pine

Noes: None

Absent/Abstain: Gauthier

Motion Passed: 6-0-1

## 7. Chair's Report

Chair Pine stated reported on the State Legislative Analyst's upcoming report on "Possible State Actions to Support local climate adaptation planning.

Committee member Ruddock reported on a meeting she attended on Sea Level Rise in Southern California on the urgency need of coastal sea level rise regarding adaptation pilot projects.

Chair Pine added that the Bay Area Council has announced a \$2m resilience challenge grant of up to \$200,000 and a State Resource bond is coming back in 2020.

## 8. Interim CEO Report

None.

## 9. Advisory Committee Reports

### 9.1 Ad Hoc CEO Recruitment Subcommittee Report

Chair Pine provided an update on the recruitment process for the new CEO. He stated that several top candidates have been identified and would be interviewed the first week in January. Interim CEO Patterson encouraged all board members to attend.

At 5:40 p.m., Chair Pine was excused from the remainder of the meeting.

## 5. Presentations (Taken out of order)

### 5.1 Regional Stormwater Program

Matt Fabrey, Manager of the Stormwater Program for the City/County Association of Governments (C/CAG), provided a comprehensive presentation on the regional stormwater program, including the "greenstreets" program which he explained captures runoff and toxins before reaching the Bay. He discussed the modeling that C/CAG has conducted for each city to undertake and address respective jurisdiction stormwater programs and the collaborative nature of taking a regional approach. Mr. Fabrey identified five regional stormwater management projects, discussed a climate change modeling project in which he offered to collaborate with the new Flood District in 2021.

At 5:50 p.m., Committee Member Horsley was excused from the remainder of the meeting.

## 5.2 Funding History of MOU and San Francisquito Creek Joint Powers Authority Projects

Len Materman, CEO of the San Francisquito Creek Joint Powers Authority, provided an overview of the history of the Authority, its jurisdiction and current partner agencies. He discussed public and private funding of the Authority, its initial projects, future partnerships and other possible projects.

Due to the hour, the second half of the presentation was postponed until January, 2020.

## 10. Committee Member Reports

None

## 11. Items for Future Agenda

None.

## 12. Adjournment

The meeting adjourned at 6:15 p.m. The next meeting would be held on Monday, January 13, 2020, 4 p.m., 1700 El Camino Real, in Miller Ream Hall (first floor), San Mateo, Calif.

# San Mateo County Flood and Sea Level Rise Resiliency District

## Agenda Report

**Date:** January 13, 2020

**To:** San Mateo County Flood and Sea Level Rise Resiliency District

**From:** Larry Patterson, Interim CEO

**Subject:** Adopt Administrative Memorandum No. 1, Soliciting, Selecting, and Developing Agreements with Providers of Goods and Services and Signature Authorization Levels

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### **RECOMMENDATION:**

That the Board of Directors (the “Board”) of the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) adopt District Administrative Memorandum No. 1, “Soliciting, Selecting, and Developing of Agreements with Providers of Goods and Services and Signature Authorization Levels.”

### **BACKGROUND:**

The District has historically been a dependent district of the County. As a result, the County has provided the District a full range of supportive services, including financial and administrative services. However, effective January 1, 2020, the District will operate as an independent district governed by an independent Board of Directors pursuant to Assembly Bill 825.

The County Controller’s Office (“Controller”) has agreed to continue providing general oversight of the District’s financial services from January 1, 2020 through June 30, 2021. However, the agreement with the Controller is contingent upon the District’s compliance with fiscal policies and procedures adopted by the County of San Mateo (the “County”). The District may elect to use the County’s established policies and procedures or adopt its own more restrictive policies and procedures.

Board members received copies of the County of San Mateo’s (SMC) Administrative Memoranda at the December 9, 2019 District meeting. Based on feedback received from the Board at that meeting, staff updated Administrative Memorandum B-1, which is included as Attachment 1. The County’s Administrative Memorandum B-1 provides the guidelines for contract solicitation and approval process and is necessary for the District to execute contracts after January 1, 2020.

**DISCUSSION:**

At the County, fiscal policies and procedures are established and updated through Administrative Memoranda prepared by the Controller and approved by the County Manager. The County's Administrative Memorandum B-1 provides the guidelines for the solicitation of goods and services and contract signature authorization levels.

Based on feedback from the Board at the December 9, 2019 Board meeting, staff updated the Administrative Memorandum (renamed to "Administrative Memorandum No. 1") to define contract authorization levels based on three specific types of procurement: normal, operations/maintenance, and under emergency conditions.

Under normal conditions, contract authorization levels for the District's Chief Executive Officer (CEO) or designee is up to \$25,000, and for maintenance and operations of flood zones, the CEO or designee is authorized to approve contracts up to \$100,000. The policy further defines "emergency conditions" and provides signature authority of up to \$5,000 for the District staff or agent confronted with the emergency, up to \$100,000 by the CEO or designee, and over \$100,000 by resolution of the District Board. On service contracts approved by the Board, staff will include language in the resolution that allow contract amendments that modify the contract term and/or services so long as the additional funding does not exceed \$5,000 for contracts less than \$50,000, and \$25,000 for contracts greater than \$50,000.

The Administrative Memorandum can be revised in the future through action of the Board as needed to best guide the fiscal policies of the Board. Additional fiscal policies and procedures will be developed on an as-needed basis in collaboration with the Department of Public Works, the Controller's Office, and the CEO.

**FISCAL IMPACT:**

There are no fiscal impacts associated with adopting Administrative Memorandum No. 1.

**ATTACHMENTS:**

1. Administrative Memorandum No. 1: Soliciting, Selecting and Developing Agreements with Providers of Goods and Services and Signature Authorization Levels.

**COUNTY OF SAN MATEO FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
ADMINISTRATIVE MEMORANDUM NO. 1**

**SUBJECT:** Soliciting, Selecting, and Developing Agreements with Providers of Goods and Services and Signature Authorization Levels

**I. PURPOSE**

This Administrative Memorandum establishes the internal fiscal policies and procedures for the San Mateo County Flood and Sea Level Rise District (the "District") for the authorization of, and process for, the procurement of goods and services.

**II. GENERAL PROVISIONS FOR ALL SOLICITATIONS**

The goals of the District's procurement policies are to deploy the District's resources wisely, to obtain the best quality products and services, and to maintain the public trust by conducting District business with integrity, fairness, and transparency.

**A. Competitive Solicitations**

Competitive procurement is the District's preferred method of procurement unless competition is infeasible due to an emergency, restricted availability of goods or services, or other extenuating circumstances that justify waivers of competitive requirements as described in this Administrative Memorandum.

**B. Competitive Solicitation Types**

Pursuant to a competitive solicitation, contracts may be awarded based on price alone or on price and other relevant factors, which taken together are deemed to provide the best overall value to the District.

**C. Solicitation Process**

1. The District or designee is required to follow contract solicitation procedures that are in compliance with the County's procurement policies and to ensure compliance with applicable laws and regulations, unless superseded by requirements of the Public Contract Code or other applicable law or regulation.
2. Procurements exceeding \$100,000 may not be split into several smaller solicitations to circumvent procurement requirements.
3. Where possible, efforts should be made to solicit proposals from small businesses, and women and/or minority-owned businesses.
4. Prior to and during the procurement process, no party competing for or expected to compete for award of a contract may be provided information that is not provided to

other competing parties.

5. No party, nor any spouse, relative, affiliate, or subsidiary of the party, may submit a bid or proposal or be awarded a contract if they have assisted in the development and management of procurement documents, or have provided plans, specifications, designs, evaluation criteria, or have otherwise influenced factors that may affect the District's selection of a contractor.

D. Minimum Content for all Solicitations

All solicitations, regardless of value, subject matter, or type of procurement, must include all information necessary to enable interested parties to describe how they would provide the requested goods and services and propose a price. In addition, at a minimum, solicitations over \$5,000 must include:

1. The District's objectives in issuing the solicitation.
2. A description of expected tasks and deliverables.
3. An estimated budget or budget range.
4. All relevant information known to the District that would reasonably be considered likely to affect the contractor's performance or price.
5. A description of the process and timeline for reviewing responses and awarding a contract.
6. All criteria other than price that will be considered in awarding a contract. Criteria not stated in the solicitation may not be considered. If an award will be based on best value rather than lowest price, the solicitation must describe the method by which offers will be evaluated.
7. A pricing form or clear instructions on how pricing information is to be provided, so that competing offers may be easily compared.

E. Solicitations for Contracts Expected to be \$100,000 or Less

1. An informal solicitation may be conducted for goods and services expected to cost \$100,000 or less. "Informal solicitation" means a solicitation that does not require public notice or sealed responses but that may be conducted by requesting prices or proposals via e-mail.
2. Informal solicitations must be sent to a sufficient number of potential providers to ensure that at least three quotes or proposals are received, unless a waiver of competitive requirements is otherwise permitted as described in this Memorandum. If three quotes or proposals are not received, the solicitation record must detail the efforts made to obtain at least three. Alternatively, solicitations may be publicized by posting on the website designated for publicizing District contracting opportunities, which will satisfy the requirement to obtain three quotes. Prior to the due date and time for response

submission, proposals or quotes from a responding party may not be shared with other competing parties.

F. Solicitations for Contracts Expected to Exceed \$100,000

1. Unless a waiver of competitive requirements is allowed as described in this memorandum, if a contract is expected to exceed \$100,000, a formal solicitation must be issued. "Formal solicitation" means a solicitation that is publicly advertised and requires sealed responses. Formal solicitations must use standard District templates.
2. Formal solicitations include price-based procurements, such as Invitations for Bids (IFBs), and best-value procurements, such as Requests for Proposals (RFPs).
3. RFPs for contracts expected to exceed \$500,000 must be reviewed by District Counsel prior to release. RFPs for contracts expected to be \$500,000 or less may be sent for District Counsel review at the Chief Executive Officer's (CEO) discretion or the request of District Counsel.
4. In addition to the minimum content for all solicitations described in this Memorandum, formal solicitations must also include:
  - i. A statement regarding the District's right to reject all submissions and not to enter into any contract.
  - ii. A statement that the submissions are public records, and a description of the process that will be followed if copies are requested as public records.
  - iii. The method by which protests may be filed regarding the solicitation.
  - iv. A complete scope of work, describing the District's business, functional, and technical requirements.
  - v. A form, sheet, or matrix for pricing to ensure that all interested parties are proposing prices in the same manner.
  - vi. Outcome or performance measures that will be used to evaluate a contractor's performance.
  - vii. If an award will be based on best value, all relevant factors that will be considered in making the award and the relative importance of each. Relative importance may be indicated by assigning values or "weights" to the chosen factors. The factors must include:
    - Experience of either the firm or the staff to be assigned to the project, or both, and a description of their experience with similar projects;
    - The proposed methodology for meeting the District's needs, and if appropriate, the work plan and timeline for completing tasks and

providing deliverables; and

- Price, which must be worth at least 25% of the overall evaluation.

#### G. Approval and Award

1. Contracts may only be awarded to "responsive" and "responsible" contractors as those terms are defined below:
  - i. Bids or proposals are responsive if they meet requirements of the solicitation documents and comply with instructions and procedures set forth in the documents. Minor irregularities may be waived if they cannot have affected the outcome of the solicitation.
  - ii. Bidders or proposers are responsible if they are trustworthy and possess the skills, resources, fitness, capacity, and experience to satisfactorily perform, and have not been barred from government contracts for prior misconduct.
2. Price-based solicitations of any amount must be awarded to the responsive and responsible bidder offering the lowest price.
3. Contracts exceeding \$100,000:
  - i. Must include one or two quality or outcome performance measures in the cover memorandum submitted to the District Board as well as a statement that the price is fair and reasonable.
  - ii. If resulting from a best-value procurement, must be reviewed and approved by the District's Counsel and/or the CEO prior to submission to the District Board for approval.
  - iii. If resulting from a price-based competition for services, must be submitted to the District Board for approval.
4. Contract and solicitation documents are subject to periodical review and audit by an outside auditor, the CEO and/or the County of San Mateo's Controller's insure compliance with the District's solicitation and contracting policies and procedures.

#### H. Tie Bids

In the case of tie bids, or in a best-value procurement, when the combination of price, quality, and terms are substantially equal, preference may be given to San Mateo County-based providers unless prohibited by applicable law or regulation. To qualify as a local business, the business must have a fixed location, not a post office box, within the geographical boundaries of San Mateo County. If no business is based in San Mateo County, ties may be broken by coin toss, witnessed by at least three people.

#### I. Procurement Record

The District or designee shall maintain written records for each procurement, following procedures established by the District's Board. The record must include a copy of the solicitation and all amendments issued, the name of the individual responsible for the solicitation, all bids or proposals received, any modified or final offers, the reasons for final contract award (i.e. lowest price or other factors, verification that the price is fair and

reasonable if award is not price-based, and any other documents required by District policy). In a best-value procurement, if the lowest-priced provider is not selected, the record must include specific reasons explaining how the District is better served by selection of the higher-priced provider.

### **III. GENERAL PROVISIONS FOR ALL CONTRACTS**

#### **A. Term of Contracts**

1. The standard base period for District contracts is no more than three years. Contracts may include a provision allowing the County to exercise an option to extend the contract period for up to two years on agreed-upon terms set forth in the contract.
2. The CEO, or his/her designee, must approve all contracts with a base period exceeding three years, regardless of the total contract amount. However, no such approval is required in the following circumstances:
  - i. A contract for a specified project may have a term related to the time required to complete the project, which may be greater or less than three years and which must be stated in the contract.
  - ii. A contract for the maintenance and support of IT-related systems, applications, and other items that will become part of the District's IT infrastructure may exceed the standard three-year base period. The contract term must be related to the expected useful life of the system and should include maintenance and support unless those services may be purchased more economically separately.

#### **B. Standard Contract Documents**

1. District staff or agent is required to use the standard District templates for all contracts regardless of dollar amount. District Counsel must approve all template modifications or substitutions and the CEO must approve all modifications of liability and insurance requirements.
2. All contracts must include all of the following terms in sufficient detail to be understood by someone not affiliated with the District.
  - i. The names of parties to the contract
  - ii. The term of the contract
  - iii. The contract value, and if applicable, rates upon which payment will be based
  - iv. Payment process
  - v. Contract number that will be recorded in the District's accounting system
  - vi. A detailed scope of work that includes all tasks to be performed by each party
  - vii. For project-specific contracts, a description of deliverables and a schedule for project completion, including due dates of deliverables, or a description of how such a schedule will be developed. On-call or requirements type contracts provide this information and specific scopes of work in task orders or purchase orders.

#### **C. Contract Amendments**

The requirements described in this memorandum also apply to contract amendments. If an amendment causes a contract's total payment amount to exceed \$100,000, all requirements for contracts exceeding \$100,000, including the requirement for approval by the District

Board, must be met.

D. Contract Administration

The District or designee is responsible for administration of the resulting contract or contract amendment, which includes taking all necessary actions to facilitate payment to the contractor, obtaining signed W-9 forms from new contractors, distributing executed copies of agreements to contractors, monitoring contractor performance and payment, ensuring full compliance with the terms and conditions of the contract, and completing annual contract performance reviews.

E. Contracts Awarded by Other Entities

Subject to the approval of the CEO or his/her designee and compliance with applicable District requirements, contracts awarded by public agencies subject to a competitive process similar to the County of San Mateo's may be used, provided that the procurement has been or will be conducted in compliance with local law governing a public agency that is a party to the agreement, and the local law requires competitive procurement and public notice of the procurement.

**IV. WAIVERS OF COMPETITIVE REQUIREMENTS**

A. Emergencies

1. An emergency is defined as a sudden, unexpected occurrence posing a clear and imminent danger that will not permit delay that might result from a competitive procurement but requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Potential loss of funds, fiscal year closing, failure to plan, model changes, and similar inconveniences are not "emergencies" for the purposes of this Administrative Memorandum nor justification for non-competitive procurement.
  - i. A state of emergency can be declared by the Federal government, the State of California, the mayor of a city residing in San Mateo County, the Board of Supervisors and/or the CEO of the District.
2. Competitive procurement requirements may be waived in the case of emergencies as follows:
  - i. Under \$5,000 - by the CEO or designee, District staff, or the District's agent or contractor confronted with the emergency.
  - ii. \$5,000 - \$100,000 - by the CEO or designee.
  - iii. Exceeding \$100,000 - by resolution of the District Board, which may be provided retroactively.
3. If the District expects to seek Federal or State reimbursement for emergency expenditures, Federal or State procurement rules may supersede District rules and the procurement must be conducted in accordance with the applicable rules and regulations.
4. Once an emergency has passed, procurements undertaken to address the consequences of the emergency must comply with standard District procurement procedures.

B. Non-Emergency - Specific Exemptions

Competitive procurement requirements may be waived for the following specific goods and services:

1. Expert witnesses, legal defense, legal advice, or other legal services.
2. Agreements with other public entities, including governments, universities, schools, or other organizations acting as governmental agencies.
3. Agreements with third parties that were developed by another public entity when that third party was selected by the other public entity.
4. Development, administration, or use of licensing or proficiency testing examinations.
5. Items for testing or experiments to determine the suitability of the items for future use.
6. Maintenance agreements for \$100,000 or less per year, provided by the original seller, for equipment under documented warranty.
7. Public entertainment for District-sponsored fairs and expositions.
8. Conference or meeting facilities, including room accommodations for conference attendees, not to exceed \$50,000.
9. Subscriptions, regardless of media format. This includes access to pre-existing proprietary research data but does not include performance of services such as consulting, advice, and research.
10. Memberships in professional organizations.
11. Personnel training for \$100,000 or less using pre-existing training courses that do not require development of training or other personal or consulting services.
12. Utility services obtained from a utility or a direct access provider.
13. Educational services from a not-for-profit organization.
14. Community service agreements with not-for-profit organizations that provide job training or transitional employment, when the agreements are for non-public works services.
15. Physician and urgent medical services.

B. Non-Emergency - General Exemptions

The following goods and services do not require competitive procurement:

1. They are proprietary or are only available from a single source; or
2. They are a continuation of an ongoing service or project; or

3. They are required at a specific location and there is no economically feasible alternative within a reasonable distance; or
4. They have unique performance factors; or
5. They are additions to, must conform to, or will become part of existing products or equipment, such as replacement parts; or
6. They are offered at a substantial discount below current market conditions and prices, taking into account both the initial purchase price as well as ongoing expenses.

C. Approval of non-competitive contracts for \$5,000 or less

The CEO or their designee may waive competition.

D. Approval of non-competitive contracts exceeding \$5,000

1. Waiver of competitive requirements must be justified in a written document that is kept as part of the procurement record. Either a specific exemption must be identified, or a justification of the waiver must be provided, which includes at a minimum, the following:
  - i. The salient and unique factors that are unavailable from any other source; and
  - ii. The reasons those factors are required; and
  - iii. Substitutes or other products or sources that were considered and rejected and why; and
  - iv. A statement that the price has been verified as fair and reasonable.
2. The following reasons are not sufficient to waive competitive requirements:
  - i. Personal preference; and
  - ii. Specification of an item or service beyond minimum requirements of actual need; and
  - iii. Past use of a provider or supplier; and
  - iv. Failure to plan, impending loss of funds, or fiscal year close; and
  - v. Desire to save time for a non-emergency procurement.
3. Limitations on waivers of competitive requirements

The District or designee may not waive competitive requirements if the total cost of the original and any additional agreements with the same supplier or service provider, within the same fiscal year, will exceed \$100,000.

E. Approval of non-competitive contracts exceeding \$100,000

In addition to the foregoing, waiver of the competitive process for contracts exceeding \$100,000 also requires a resolution approved by the District Board. Approval may be granted for one of the reasons stated in this memorandum or when it is otherwise determined to be in the best interest of the District. The resolution authorizing execution of the contract must also include a waiver of the competitive process. The specific reasons the waiver is in the best interest of the District must be stated in the recitals of the resolution, and the actual approval of the waiver of the competitive process should be stated in the "Now Therefore It Is Hereby Determined and Ordered" section of the resolution.

**V. WAIVER OF CONTRACT PROCESS FOR TRANSACTIONS**

A. Payment of invoices without executing a contract

Whether a provider of goods or services is selected competitively or not, the District may pay an invoice without executing a contract if:

1. The cost is over \$5,000 but it is for a subscription or membership; or
2. The cost for a one-time service or purchase of goods is for \$5,000 or less; and
3. The total cost of the original and any additional purchases from the same provider, within the same fiscal year, remains less than \$5000; and it
  - i. Is a service considered low-risk, such as the repair of a machine; or
  - ii. Is to respond to an emergency; or
  - iii. Is urgently required for health and safety of persons or property; or
  - iv. Could not be anticipated in advance.

B. Prohibitions on waiver of contract requirement

The requirement for a contract may not be waived under any of the following conditions:

1. A contract is required by the County of San Mateo’s Code of Ordinance or Administrative Memos;
2. A contract is required by the State of California or Federal law;
3. A contract is required as a condition of revenue or grant funding;
4. The service requires any type of clearance or authorization of the provider such as fingerprinting or a background check;
5. The service provider is required to maintain a license by a state licensing agency.

**VI. OVERVIEW OF REVIEWING/APPROVING AUTHORITIES**

Authorization levels for approving authorities will be based on whether the goods and services are being provided for normal business purposes or for maintenance and operations of the flood zones.

A. Normal business purposes

1. CEO or designee approves contracts for \$25,000 or less resulting from best-value procurements, and contracts for professional services resulting from IFBs.
2. CEO or designee approves waiver of competitive process for any contract when such waiver is in the best interest of the District.
3. CEO or designee approves waiver or modification of jury service pay and living wage requirements for contracts in consultation with District Counsel.

4. Approves agreements in which the District provides services in exchange for financial or other consideration from a third party when such agreements do not exceed \$25,000.

B. Maintenance and operations of flood zones

1. CEO or designee approves contracts for \$100,000 or less resulting from best-value procurement.
2. CEO or designee approves waiver of competitive process for reasons specified in this memorandum when the contract is for \$100,000 or less.
3. Approves agreements in which the District provides services in exchange for financial or other consideration from a third party when such agreements are for \$100,000 or less.

C. District Counsel

1. Reviews all contracts exceeding \$100,000 derived from best-value procurement.
2. Reviews all contracts that either modify or do not use District templates.
3. Reviews amendments to contracts that:
  - i. Bring the contract amount in excess of \$100,000; or
  - ii. Modify any standard contract template language.
4. Reviews all RFPs for work anticipated to exceed \$500,000, and may review any other RFPs at the CEOs or District Board request

D. San Mateo County Department of Public Works

1. Reviews solicitations and contracts involving work on County-owned or County-leased facilities.
2. Reviews and administers certain public construction contracts per County's Administrative Memorandum B-21, "Selection of Construction Contractors."

## San Mateo County Flood and Sea Level Rise Resiliency District Agenda Report

**Date:** January 13, 2020

**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors

**From:** Larry Patterson, Interim CEO

**Subject:** Adopt 2020 Board Meeting Schedule

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### RECOMMENDATION:

That the Board of Directors (the “Board”) of the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) adopt its meeting schedule for 2020.

### BACKGROUND:

On December 9, 2019, the San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee reviewed a draft meeting schedule and recommended that the Board adopt the schedule at its January 13, 2020 meeting.

### DISCUSSION

Attachment 1 provides the recommended 2020 meeting schedule, which reflects meetings on the second and fourth Monday of each month. Meetings that fall on a holiday are recommended to be cancelled. Only one meeting is scheduled in July and one in August to acknowledge summer vacations and schedules.

The District will have access to the Miller Ream Hall as part of its lease of office space at 1700 S. El Camino Real in San Mateo. This room is available on a first-come, first-served basis and can be reserved six-weeks in advance of a meeting. Staff will make every effort to reserve this room for all future Board meetings. If the room is not available, staff will make other arrangements and will provide ample notice to the Board and the public.

### FISCAL IMPACT:

There is no fiscal impact associated with adopting the Board’s 2020 meeting schedule.

### ATTACHMENTS:

1. 2020 Board Meeting Schedule

2020 FSLRRD Meeting Dates	
Regular Meeting Date	Notes
January 13	
January 27	
February 10	
February 24	
March 9	
March 23	
April 13	
April 27	
May 11	
<del>May 25</del>	Cancelled – Memorial Day
June 8	
June 22	
July 13	
<del>July 27</del>	Cancelled - Reduced Summer Schedule
August 10	
<del>August 24</del>	Cancelled - Reduced Summer Schedule
September 14	
September 28	
<del>October 12</del>	Cancelled – Columbus/Indigenous People’s Day
October 26	
November 9	
November 23	
December 14	
<del>December 28</del>	Meeting Cancelled - Holiday Break

Note: Regular Meeting Frequency: 2<sup>nd</sup> and 4<sup>th</sup> Mondays (except as noted)  
 Usual Meeting location: Miller Ream Hall<sup>1</sup>  
 First Floor  
 1700 S. El Camino Real  
 San Mateo, CA 94402

<sup>1</sup> Subject to availability. Check published agenda to confirm location prior to the meeting.

# San Mateo County Flood and Sea Level Rise Resiliency District

## Agenda Report

**Date:** January 13, 2020

**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors

**From:** Larry Patterson, Interim CEO

**Subject:** Resolution Affirming Colma Creek Advisory Committee and Adopting Standing Rules for the Committee

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### **RECOMMENDATION:**

That the Board of Directors (the “Board”) of the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) adopt a resolution acknowledging the Colma Creek Advisory Committee (the “Committee”), affirming the role of the Committee within the Colma Creek Flood Control Zone (the “Zone”), and establishing standing rules for the Committee.

### **BACKGROUND:**

Section 14 of the San Mateo County Flood Control District Act provides that, whenever a flood control zone is established, the Board “may appoint, for such zone, an advisory committee of not less than three persons to represent before the [B]oard the residents and property owners of that zone.” On January 15, 2002, the San Mateo County Board of Supervisors (the “Board of Supervisors”), acting as the governing board of the District, created the Committee and established standing rules for its governance (the “Standing Rules”).

The Committee provides input and recommendations regarding the operations, maintenance and capital improvements within the Zone. The Committee meets quarterly with County staff and staff from five participating cities wholly or partially within the Zone: Colma; Daly City; South San Francisco; San Bruno; and Pacifica.

The Committee has a total of nine voting members comprised of representatives from each of the five participating cities and four at-large members. Members serve four-year staggered terms. Participation on the Committee is generally limited to 12 years. However, the Standing Rules provide that the Committee will comply with County’s standing rules for boards, commissions and advisory committees, which allows the Board of Supervisors to waive the 12-year limit under special circumstances.

The Board of Supervisors acted as the District's governing board until December 31, 2019. Thus, the Committee reported to the Board of Supervisors and the Board of Supervisors appointed the four at-large members of the Committee. However, with the passage of Assembly Bill 825, which took effect January 1, 2020, the District now controls the Zone and the District's independent Board is the governing body of the Committee.

**DISCUSSION:**

The proposed resolution confirms the Board as the governing body of the Committee and adopts the Standing Rules with some minor changes.

First, all references to the Board of Supervisors have been replaced with references to the District Board.

Second, the Committee will be staffed by District staff, not the County Department of Public Works.

Third, the Committee members are limited to three consecutive full terms (as opposed to 12 years), unless a specific exception is made by the Board. Staff believes that giving the Board flexibility to extend member service beyond three consecutive full terms is necessary because it can be difficult to find qualified individuals willing to serve on the Committee. In addition, given the technical nature of the Committee's work and extended project timelines, staff believes the Committee could benefit from the expertise, institutional knowledge, and continuity of longer member service. Finally, this flexibility is consistent with the County's standing rules for boards, commissions and advisory committees, which, until December 31, 2019, applied to the Committee.

Fourth, because the District is no longer a dependent district governed by the Board of Supervisors, the requirement that the Committee comply with the County's standing rules for boards, commissions, and advisory committees has been deleted.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

Resolution Affirming Colma Creek Advisory Committee and Adopting Standing Rules for the Committee

RESOLUTION NO. \_\_\_\_\_

BOARD OF DIRECTORS OF THE SAN MATEO COUNTY FLOOD AND SEA  
LEVEL RISE RESILIENCY DISTRICT

\*\*\*\*\*

RESOLUTION AFFIRMING THE COLMA CREEK ADVISORY  
COMMITTEE, SPECIFYING THE RESPONSIBILITIES AND MEMBERSHIP  
THEREOF, AND STANDING RULES FOR ITS GOVERNANCE

RESOLVED, by the Board of Directors of the San Mateo County Flood and  
Sea Level Resiliency District (the “District”), that

WHEREAS, Assembly Bill No. 825, CHAPTER 292 (“AB 825”) amended,  
added and repealed certain sections of the San Mateo County Flood Control District  
Act (Chapter 2108 of the Statutes of 1959) (the “Act”), relating to the District; and

WHEREAS, pursuant to AB 825, the District is now governed by an  
independent Board of Directors (the “Board”), effective January 1, 2020; and

WHEREAS, Colma Creek was established as a flood zone by the San Mateo County  
Board of Supervisors (the “Board of Supervisors”) as the *ex-officio* governing board of the  
District; and

WHEREAS, § 14 of the Act provides that, whenever the District establishes any  
flood zone, it may appoint an advisory committee to represent before the Board the  
residents and property owners of the zone; and

WHEREAS, § 14 of the Act specifies the requirements for membership of the advisory  
committee; and

WHEREAS, on January 15, 2002, the Board of Supervisors created the Colma Creek  
Advisory Committee and established standing rules for its governance; and

WHEREAS, the Board wishes to confirm the continued appointment of the  
Colma Creek Advisory Committee and adopt revised standing rules for its governance.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

1. The District confirms the continued appointment of the Colma Creek Advisory Committee to perform the advisory functions set forth herein and pursuant to § 14 of the Act.
2. Members of the Advisory Committee shall serve terms of four (4) years, which shall begin and end on April 1st of each year and shall retain the stagger as previously established for Advisory Committee representatives. Unless specific exception is made by the Board, no member may be appointed to serve more than three (3) consecutive full terms.
3. The membership shall consist of a total of nine (9) voting members, consisting of five city representatives and four "at large" members. All nine members must be property owners residing within the Colma Creek flood zone.
4. The city councils of each of the five cities which have all or part of their incorporated territory within the zone, i.e., Colma, Daly City, South San Francisco, San Bruno and Pacifica, shall appoint one member. The city council appointees must reside within the city they represent.
5. The remaining four members are "at large" members and shall be appointed by the Board.
6. The Advisory Committee shall be staffed by representatives of the District.

\*\*\*\*\*

Regularly passed and adopted this 13<sup>th</sup> Day of January 2020.

AYES:

NOES:

ABSENT:

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Chair of the San Mateo County Flood and  
Sea Level Rise Resiliency District Board of Directors

Certificate of Delivery

I certify that a copy of the original resolution filed with the San Mateo County Flood and Sea Level Rise Resiliency District has been delivered to the Chair of the Board of Directors.

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Clerk of the San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors

## San Mateo County Flood and Sea Level Rise Resiliency District Agenda Report

**Date:** January 13, 2020

**To:** San Mateo County Flood and Sea Level Rise Resiliency District

**From:** Larry Patterson, Interim CEO

**Subject:** Master Agreement with the County of San Mateo

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### RECOMMENDATION:

That the San Mateo County Flood and Sea Level Rise Resiliency District Board affirm the adoption of the Master Agreement between the County of San Mateo and the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) for the continuation and support of District operations for the term of January 1, 2020 to June 30, 2022, in an amount up to \$2,721,200 per year for a total, not-to-exceed amount of \$6,803,000, with an option to extend through June 30, 2023 at the same annual rate upon mutual consent.

### BACKGROUND:

To facilitate the continued maintenance and operations of the District zones and support the District’s efforts to develop a long-term funding strategy and implement projects, it is necessary for the District to enter into a Master Agreement with the County of San Mateo (the “County”) to leverage staffing resources, vendor contracts, and subject-area expertise during its three-year start-up period.

A proposed framework for the Master Agreement was presented to the District Advisory Committee on November 12, 2019, and based on comments received, a draft Agreement was presented and approved by the District Advisory Committee on December 9, 2019. A final Master Agreement was then presented and approved on December 10, 2019, by the San Mateo County Flood Control District Governing Board and the San Mateo County Board of Supervisors, Resolution Nos. 077113 and 077115, respectively.

### DISCUSSION:

Services provided under the Master Agreement include but are not limited to; engineering services for the ongoing maintenance and operations of the District zones and flood-related

projects, fiscal accounting services, community outreach efforts, development of a communication plan, and some administrative support. Also included in the Master Agreement is an emergency contingency amount of \$500,000 to fund possible emergency repair and response services. Services are to be provided on a time and materials basis. The specific services to be provided by each County department, along with applicable terms of such services, are set forth in the exhibits to the Master Agreement (Attachment 1). The Master Agreement also includes a mutual indemnity/hold harmless provision covering services performed by the County.

The Master Agreement is for a term of 2.5 years, in an amount up to \$6,803,000, of which, \$6,005,000 is estimated to be funded by the District zones through property tax revenues.

**FISCAL IMPACT:**

The Master Agreement has an estimated annual cost of up to \$2,721,200 with a total, not-to-exceed amount of \$6,803,000 for the term of January 1, 2020 to June 30, 2022, with an option to extend the term upon mutual consent at the same annual rate.

**ATTACHMENTS:**

1. Agreement between San Mateo County Flood and Sea Level Rise Resiliency District and the County of San Mateo

**AGREEMENT BETWEEN  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
AND  
THE COUNTY OF SAN MATEO**

THIS AGREEMENT, is entered into and effective as of this first day of January 2020, by and between the San Mateo County Flood and Sea Level Rise Resiliency District, hereinafter referred to as “District,” and the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as “County” or “Contractor.”

W I T N E S S E T H:

WHEREAS, the County Board of Supervisors has acted as the governing board, and the County’s Department of Public Works Director and staff served as *ex officio* staff, of the San Mateo County Flood Control District; and

WHEREAS, the San Mateo County Flood Control District and the Enhanced Flood Program have undertaken a number of flood control-related projects and works in various zones, several of which are still in progress or otherwise ongoing; and

WHEREAS, pursuant to the San Mateo County Flood and Sea Level Rise Resiliency District Act (2019) (“Act”), effective January 1, 2020, the San Mateo County Flood Control District has been renamed the San Mateo County Flood and Sea Level Rise Resiliency District; its purpose has been revised to include, *inter alia*, addressing the impacts of sea level rise; and the governing board of the District is to be a board of directors appointed pursuant to the Act; and

WHEREAS, the District desires to contract with the County to continue the management and operations of the flood control sub-zones and to support the District’s long-term operations by providing engineering services for the management and operations of the sub-zones and flood-related projects, some administrative support, community outreach efforts and accounting services; and

WHEREAS, the County desires enter into an agreement with the District to provide the necessary staffing, advice, and expertise to perform said work.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**1. Exhibits and Attachments.**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Financial and Administrative Services

Exhibit B – Engineering and Resource Protection Services  
Exhibit C – Communication Plan and Outreach Services  
Exhibit D – Payment Terms

**2. Services to be performed by County.**

In consideration of the payments set forth herein in Exhibit D and the services and rates set forth in Exhibits A, B, and C, County shall perform services for District in accordance with the terms, conditions, and specifications set forth herein.

**3. Payments.**

In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and described in Exhibits A, B and C, District shall make payment to County based on the rates outlined herein and in the manner specified in Exhibit D. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District's total fiscal obligation under this Agreement exceed six million, eight hundred and three thousand Dollars (\$6,803,000.00). District agrees to reimburse the Department of Public Works for costs incurred on behalf of the District during the transition and/or start-up period as agreed upon by the District and the County.

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2020 through June 30, 2022, with an option to extend through June 30, 2022, upon mutual consent, except as noted in Exhibit A, which has a term of January 1, 2020 through June 30, 2021.

This Agreement may be terminated in whole or in part by either party at any time without a requirement of good cause upon sixty (60) days' prior written notice to the other party.

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**5. Relationship of Parties.**

County agrees and understands that the work and services performed under this Agreement are performed as an independent contractor; that neither County, nor any of its employees, managers, executives, directors, officers, or agents, are performing work or services under this Agreement as an employee of District; and that neither County, nor any of its employees, managers, executives, directors, officers, or agents, acquires any right, privilege, power, or advantages of an employee of the District.

**6. Mutual Hold Harmless.**

Pursuant to Government Code section 895.4, each party agrees to fully indemnify, defend, and hold the other party (including its appointed and elected officials, officers, employees, and agents) harmless from any damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any appointed or elected official, officer, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such other party under this Agreement.

It is agreed that County shall defend, save harmless and indemnify District, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the County, its officers, agents, contractors, and/or employees.

It is agreed that District shall defend, save harmless, and indemnify the County, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the District, its officers, agents, contractors, and/or employees.

In the event of concurrent negligence of County, its officers, contractors, agents, and/or employees, and District, its officers, contractors, agents, and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property, which arise out of terms and conditions of this Agreement, shall be apportioned according to the California theory of comparative negligence

**7. Assignability and Subcontracting.**

Other than as provided herein, County shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the written consent of District. Any such assignment or subcontract without District's written consent shall give District the right to automatically and immediately terminate this Agreement.

**8. Insurance.**

County shall obtain, and provide proof of upon demand, the insurance required under this paragraph:

- (a) **Worker's Compensation and Employer's Liability Insurance.** County, and any permissible third party or subcontractor, shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, County certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of

Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (b) **Liability Insurance.** County shall have and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect County, while performing work and services covered by this Agreement, from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from County's operations under this Agreement, whether such operations be by County alone or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall at a minimum include policies for: General Liability coverage of no less than \$1,000,000 per occurrence; Commercial Auto with a liability combined single limit of no less than \$1,000,000; and Director & Officers insurance with coverage of no less than \$1,000,000 per occurrence.

District and its officers, directors, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to District, its officers, directors, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if District or its officers, directors, and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

County shall have the right to self-insure with respect to any of the insurance requirements required under this Agreement, to the extent permitted by applicable law. If County elects to self-insure, County shall give District prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, County is also responsible for causing any permitted contractors, subcontractors and/or agents to maintain commercially reasonable insurance coverages and coverage limits as required under this Agreement.

**9. Compliance with laws; payment of Permits/Licenses.**

All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations. Such services shall be performed in accordance with appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

County will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**10. Prevailing Wage:**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

**11. Non-Discrimination.**

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

**12. Retention of Records, Right to Monitor and Audit.**

- (a) County shall maintain all required records for at least three (3) years after District makes final payment and all other pending matters are closed and shall be subject to the examination and/or audit of District.
- (b) Reporting and Record Keeping: County shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by District.
- (c) County agrees to provide to District, to any Federal or State department having monitoring or review authority, to District's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**13. Merger Clause.**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. Controlling Law.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**15. Notices.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of District, to:**

Attention: Chief Executive Officer  
San Mateo County Flood and Sea Level Rise Resiliency District  
1700 S. El Camino Real, Suite 502  
San Mateo, CA 94402

**In the case of County, to:**

Attention: Jim Porter, Director of Public Works  
County of San Mateo  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Email: [jporter@smcgov.org](mailto:jporter@smcgov.org)  
Phone: 650-363-4100

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement for the provision of services.

**SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**

By: Carole Snow  
President, Governing Board of the San Mateo County Flood Control District

Date: 12/10/19

**COUNTY OF SAN MATEO**

By: [Signature]  
James C. Porter, Director of Public Works

Date: 1/8/20

## **EXHIBIT A**

### **FINANCIAL AND ADMINISTRATIVE SERVICES**

The following is a description of financial and administrative services provided by the Department of Public Works (Department) and the Controller's Office for the San Mateo County Flood and Sea Level Rise Resiliency District (District) on a time and materials basis.

The Department will provide limited administrative support, assist with the acquisition of goods and services in compliance with the County's procurement requirements, and process reimbursements for services provided on behalf of the District until such time as the District develops procurement policies and can assume these responsibilities. The Controller's Office will provide limited services through the Department under the condition that the Department provide the accounting services to the District and the District comply with the County's procurement and financial policies, procedures and fiscal timelines. In addition, the District will maintain funds in the County Treasury and will receive the County's pool rate for interest.

The following is a list of services provided under this agreement.

#### Controller's Office

- Develop a new financial structure (chart of accounts) based on feedback provided by the Department
- Provide read-only access to the County's financial system, OFAS, to a limited number of positions designated by the District
- Provide check processing
- Provide general oversight and internal control of accounting functions

#### Department of Public Works

- Work with the Controller's Office to establish a new accounting structure and processes
- Perform the following bookkeeping functions:
  - Process invoices for payment
  - Process cash receipts
  - Process journal entries
- Upon receipt of a general and job ledger allocation from the District, process a journal entry for the cost allocation following each pay day
- Upon request, run standard financial reports from OFAS for the District's use
- Provide standard budget monitoring and reporting documents on a monthly basis
- Provide budget development templates to the District
- Upon receipt of a resolution approving the budget, convert budget development templates into a data file to be loaded into OFAS
- Provide some administrative support on an as-needed basis

- Assist the District in contracting with outside vendors on an as-needed basis

The Department and District, upon execution of this agreement, will outline workflows for the services to be provided as needed. The District recognizes the Department is unable to fulfill same day requests but will make every effort to process “rush” payments as soon as possible. The District also understands that any request for payments should be made, a minimum, of one-week prior to the payment due date.

The Department and Office of Sustainability shall work with the District CEO to develop an annual budget for all services described in Exhibits A - C. The budget shall reflect fully loaded labor costs (salary, benefits and overhead) for work to be performed by each County Department or Office. The budget shall also include contractor and subcontractor costs anticipated to complete the annual work. A contingency amount shall also be recommended as appropriate given the potential uncertainties within the annual work scope.

Authorization of Emergency Work – Contractor and District agree to work together to expedite the approval for and the payment of emergency work performed under this Agreement. Both parties will work collaboratively to determine a minimum budget amount for possible emergency repairs as recommended by the Department and approved by the District Board. The District shall adopt procedures that allow the District CEO to authorize timely emergency repairs.

The District will be fully responsible for completing all financial reporting functions such as audited financial statements, Special District Financial Transaction Reporting to the State and, if applicable, Single Audit Reporting. The Department does not have licensed accountants, so the District will need to contract out for these services.

If the District requests financial services not outlined in this agreement, the Department will consider all requests based on staff availability and expertise. Additional services must be agreed upon in writing by both parties.

**Rate:** Financial Services will be billed based on the standard hourly rate in place at the time of service. District understands that rates are adjusted a minimum of annually and agrees to pay the current standard hourly rate at the time of service which may differ from the below. Services provided through the Controller’s Office will be based on the Controller’s standard rate and will be a pass-through expense and/or reimbursement to the Department.

At time of execution of the agreement standard hourly rates for financial services are as follows:

B229 Director of Public Works -	\$ 239.55
D038 Deputy Director of Admin & Airports -	\$ 156.77
D151 Financial Services Mgr. II -	\$ 137.56
D060 Financial Services Mgr. I -	\$ 112.83
D181 Management Analyst -	\$ 102.98

E009 Senior Accountant-E -	\$ 101.74
E007 Senior Accountant -	\$ 98.23
E011 Accountant II -	\$ 80.05
E351 FOS Supervisor -	\$ 74.87
E350 Fiscal Office Specialist -	\$ 58.28
E029 Administrative Assistant -	\$ 74.63

Additional classifications may apply and shall be billed at the current standard hourly rate at the time of service.

**Term:** January 1, 2020 to June 30, 2021

**Budget:** Estimated budget for both the Department and the Controller’s Office is up to \$220,000 per year, plus an estimated \$238,000 in start-up and transition costs. Total budget is up to \$568,000.

Please note that the budget estimate above estimates transition and start-up costs incurred on behalf of the District and those estimates are subject to change. Those costs will be reimbursed to the Department, and include, but are not limited to: Rent or lease costs for office space, employee costs between January 1, 2020 until such time the employees can transition to the District, IT hardware/software set up costs, vendor contracts for District services, insurance, HR/Payroll services, CEO recruitment fees, County Counsel fees incurred prior to January 1, 2020, Real Property fees, etc.

## **EXHIBIT B**

### **ENGINEERING AND RESOURCE PROTECTION SERVICES**

The following is a description of engineering services provided by the Department of Public Works for the San Mateo County Flood and Sea Level Rise Resiliency District (District) on a time and materials basis. Activities listed below are anticipated for the continued maintenance and operations of the Flood Control District and Zone work but may not include all activities required or requested to maintain operations.

#### **San Mateo County Flood Control District (SMCFCD) - General Work**

##### Activities:

- Assist with preparation of Budgets (9 separate budget units)
- Assist with Budget Monitoring
- Assist with establishing Project Number Budgets
- Assist with the Municipal Regional Permit (MRP) Reporting for the Flood Control District
- Attend City/County Association of Governments (C/CAG) Stormwater Meetings as required and necessary for MRP Compliance and Reporting Purposes
- Attend or participate in Bay Area Integrated Regional Water Management Plan (BAIRWMP) activities and meetings as appropriate
- Perform work required or to support the Programmatic Maintenance Permit for the Zones
- Provide Comments on behalf of the SMCFCD on Environmental Documents for Projects within the Zones as necessary and appropriate
- Respond to illicit discharge reports within Zones if spill reaches maintained segment of creek
- Process Bay Area Flood Protection Agency Association (BAFPAA) Payment, Assist with monitoring or updates to the Memorandum of Agreement (MOA) between the SMCFCD and BAFPAA, and meeting participation
- Review Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) updates, Letter of Map Amendment/Conditional Letter of Map Amendment (LOMA/CLOMA), Letter of Map Revision/Conditional Letter of Map Revision (LOMR/CLOMR) for properties within zone boundaries as requested from County Planning & Building Department for properties in unincorporated areas
- Respond to data and information requests as appropriate
- Respond to inquiries (phone calls, emails, etc.) from property owners/public on FEMA FIRM designations, creek ownership, drainage issues

#### **Colma Creek Flood Control Zone (CCFCZ)**

##### Activities:

- Work in Compliance with and as required by Maintenance Permit for Colma Creek

- Perform plan review and provide comments on proposed projects, work may include review of hydraulic modeling results
- Construction observation and inspection of work in SMCFCFCD right-of-way (ROW)/easements and repair/replacement of flood control facilities
- Perform Quarterly Inspections with City of South San Francisco (SSF) and Town of Colma (Colma) and document identified items of work
- Inspections after major storm events
- Coordinate as necessary regarding homeless encampments
- Facilitate the Maintenance, Monitoring, Clean-up, and Planting at the five existing Mitigation Sites
- Facilitate required maintenance dredging as needed
- Coordinate maintenance to be performed within SSF and Colma
- Respond to illicit discharge reports within watershed that reach Colma Creek
- Prepare and present information to the Colma Creek Advisory Committee at their quarterly meetings
- Facilitate the Hydrologic and Hydraulic modeling of the watershed and creek when necessary
- Coordinate and facilitate Box Culvert Inspections and Recommendations for work
- Facilitate and manage the development of Plans, Specifications, and Contract Construction for Box Culvert Repair Work
- Manage the planning, design, environmental, permitting, and construction of capital improvement projects or emergency work
- Assist with Existing or Proposed Easements, SMCFCFCD owned property, and SMCFCFCD Lease Agreements
- Participate as necessary in legal proceedings/lawsuits
- Assist with Bond Payments for existing debt service
- Assist with reporting of annual tax revenue for bond financial reporting
- Assist in the development of documents supporting the appointment of Members to the Colma Creek Advisory Committee Members - City appointed and at-large (appointed by the Board of the SMCFCFCD)
- Evaluate existing and proposed Design Standard(s) for the Zone
- Perform work required in connection with the SSF Redevelopment Agency (RDA) Oversight Board and the CCFCZ representative
- Perform work in connection with the Colma Creek Long Term Maintenance Permit - California Department of Fish and Wildlife (CDFW) Notification
- Perform work in connection with Colma Creek Long Term Maintenance Permit - Post Construction Report
- Perform work in connection with the Colma Creek Mitigation Annual Report
- Coordinate and staff the Colma Creek Mitigation Site Trash Cleanup/Volunteer/Outreach Events (6 total events per year)
- Coordinate or participate in field meetings with various individuals to provide access to Creek for surveys, monitoring, sampling, etc.
- Perform work to support the following identified CCFCZ Projects such that construction can commence and be completed:

- Box Culvert Repair (El Camino to Mission) - Feasibility Done, proceed with preparation of plans, specifications, and estimates (PS&E)
- Produce Ave Wall Project - Feasibility Done, proceed with preparation of PS&E
- Culvert Repairs - HWY 101 to Utah Ave - 65% PS&E Completed
- Utah Ave to Navigable Slough Wall Project - 100% Draft PS&E completed, Environmental Permits not submitted

### **San Bruno Creek Flood Control Zone (SBCFCZ)**

#### Activities:

- Perform plan reviews and provide comments for proposed projects
- Perform channel and tide gates inspections
- Facilitate Maintenance, Monitoring, and Repairs for the Pump Stations (Angus and Walnut Pump Stations)
- Ensure continued service to Pump Stations of Utilities (PG&E, Association of Bay Area Governments (ABAG) [Propane]) and Cellular service for Alarm
- Facilitate and coordinate Vegetation Management - Cupid Row Channel and pump station facilities
- Assist with work required pursuant to the Memorandum of Understanding (MOU) with San Francisco International Airport (SFIA) for West of Bayshore Property and San Francisco Garter Snake (SFGS) Recovery Action Plan
- Coordination with SFIA on work in Cupid Row and sediment removal at sediment trap
- Coordination with Caltrans as required for access or channel work
- Assist with the coordination and communication regarding property owner issues/complaints
- Facilitate work for Pump Station Replacement Projects - potential projects and funding dependent
- Facilitate or perform Pump Station Monitoring for MRP Compliance
- Coordination with City of San Bruno (San Bruno) and others on Projects within the Zone
- Assist with Hazard Mitigation Grant Program (HMGP) Grant Funding, if applicable
- Facilitate Hot Spot Clean up- per MRP compliance
- Coordinate as necessary regarding homeless encampments

### **San Francisquito Creek Flood Control Zone (SFCFCZ)**

#### Activities:

- Attend Monthly San Francisquito Creek Joint Powers Authority (SFCJPA) Board Meetings
- Attend City Manager/Chief Executive Officer SFCJPA Member Meetings as scheduled or required
- Assist with preparation of the Board Report and Resolution for Annual Member Contribution, if necessary, and Process Payment
- Participate in Annual Maintenance Walk Organized by SFCJPA Staff
- Perform Maintenance as identified in Annual Maintenance Walk

- Provide comments related to development that may be impacted by the Resolution for permitting by SMCFCFCD for work in Creek or within specific limits of the Creek in connection with the Stanford Weekend Acres Zoning
- Review of SFCJPA sponsored documents (Environmental documents, PS&E)
- Review, comment, and facilitate execution of Agreements or Amendments to SFCJPA and Member Agency items
- Respond to data requests related to the Zone

**Ravenswood Slough Flood Control Zone (RSFCZ) - An Inactive Zone**

Activities:

- Work as needed or assigned

**National Pollutant Discharge Elimination System (NPDES) Countywide and Pacifica Fees - Levied on the Property Tax Bill**

Activities:

- Assist with the preparation of documents required for the SMCFCFCD Governing Board to Authorize Countywide NPDES Fees (annually)
- Assist with the preparation of documents required for the SMCFCFCD Governing Board Authorize Pacifica NPDES Fees (annually)
- Work associated with confirming accuracy of NPDES Fees from Controller's Office prior to being levied on the tax roll (annually)
- Coordination with C/CAG and their contractor for property owner status - tax exempt status particularly when properties change hands
- Respond to inquiries (phone calls, emails, etc.) from property owners on amount and purpose of NPDES fees

The District acknowledges that it is responsible for all work performed at the direction of or under the terms of this agreement including all costs, claims and future obligations.

If the District requests engineering services not outlined in this agreement, the County will consider all requests based on staff availability and expertise. Additional services must be agreed upon in writing by both parties.

**Rate:** Engineering services will be billed based on the standard hourly rate in place at the time of service. District understands that rates are adjusted a minimum of annually and agrees to pay the current standard hourly rate at the time of service which may differ from the below.

At time of execution of the agreement, standard hourly rates for engineering services are as follows\*:

<u>46130</u>	
D006 Deputy Director of Public Works	\$ 199.09
<u>46230</u>	
D058 Principal Civil Engineer	\$ 215.95

D064 Senior Civil Engineer	\$ 197.25
D228 County Surveyor	\$ 191.93

48411

D058 Principal Civil Engineer	\$ 206.35
D064 Senior Civil Engineer	\$ 187.70
N018 Associate Engineer	\$ 145.93
N020 Associate Civil Engineer	\$ 157.85
J081 Resource Conservation Spec III	\$ 146.32
J083 Resource Conservation Spec II	\$ 135.52
N010 Public Works Tech I	\$ 111.15
N011 Public Works Tech II	\$ 125.21

\*Additional classifications may apply and shall be billed at the current standard hourly rate at the time of service.

**Term:** January 1, 2020 to June 30, 2022, with an option to extend to June 30, 2023 upon mutual consent.

**Budget:** Total annual budget is up to \$2,202,000 per year, plus \$500,000 in one-time costs for emergency response, for a not-to-exceed amount of \$6,005,000. Included in this budget is \$500,000 as a minimum budget that is set-aside for possible emergency repairs and response work. The District shall adopt procedures that authorize timely emergency repairs and response.

Budget listed above includes staff time, materials, engineering contracts reimbursements, and other costs associated with the ongoing maintenance and operations of the zones.

## **EXHIBIT C**

### **COMMUNICATION PLAN AND OUTREACH AND ENGAGEMENT SERVICES**

The following is a description of communication and community outreach and engagement services provided by the Office of Sustainability for the San Mateo County Flood and Sea Level Rise Resiliency District (District) on a time and materials basis.

The goal of this proposed work is to provide community engagement outreach support to the San Mateo County Sea Level Rise and Flood Control District by the San Mateo County Office of Sustainability. The proposed work will build upon the stakeholder analysis and engagement efforts conducted through SeaChange and Climate Ready SMC. The Climate Ready SMC Collaborative (Collaborative) is a broadly-based group of city, county, and state agencies and non-profit organizations focused on preparing the region for the impacts of climate change including flooding and sea level rise, extreme heat and wildfire. One of the Collaborative's Task Forces is focused on Flooding and Sea Level Rise. The work completed by the Collaborative, which will include fact sheets on adaptation strategies and hazards and strategic communications planning, will feed into the engagement process and development of adaptation concepts being developed by the District.

Specific activities proposed to promote broad community engagement for the District and its goals include:

1. Materials development

Task 1 will include working with the District to develop community engagement materials, including press releases, presentations, fact sheets and brochures and talking points. The materials will be focused on the issue of flooding and sea level rise, including the science, current projections, and history of planning in the County. The types of adaptation strategies, both at the project and regional scale, will be a component of the materials, including examples of what others are doing to adapt to flooding and sea level rise in the region. The materials will also include information on the goals and scope of the District. The materials will be translated and culturally appropriate to the communities being served.

2. Key messaging development

Task 2 will include development of key messaging for team members involved in the project to ensure consistency in communications by staff in community engagement events. This task will also include training facilitators involved in subregional workshops or other community engagement efforts.

3. Landscape analysis of priority audiences for outreach and engagement efforts

Task 3 will build upon the stakeholder analysis conducted through SeaChange and Climate Ready SMC by conducting a landscape analysis of key influential businesses, community-based organizations, faith-based organizations, elected officials, agency staff, and others who are either affected by sea level rise and flooding and/or have the ability to reach those who are. The final landscape analysis should represent the broad geographic and social diversity of the County and provide the opportunity to reach a majority of the County if the stakeholder network were to be fully engaged.

#### 4. Subregional workshops

Subregional workshops (e.g. OLU scale) will be held to inform the District's process for identifying, prioritizing, and selecting flood and sea level rise resiliency projects. The focus of the workshops will be to build understanding of the issues surrounding sea level rise and flooding using materials developed in Task 1, above. Participants will have the opportunity to engage in participatory mapping to ground truth the District's proposed approach. Participants will also have the opportunity to review and brainstorm adaptation concepts and provide input on multiple benefits that could be embedded into designs based on community needs and values. Taking a multi-benefit approach will provide the needed community support for implementation and to allow access to a broader range of funding opportunities. Where appropriate, real time translation and childcare can be provided. In addition, Office of Sustainability staff will be engaged in staffing workshops, as well as pre- and post- workshop development and evaluation of adaptation options to be presented as part of the engagement process.

#### 5. Communications and engagement with Flood and Sea Level Rise Resilience District member agencies

Task 5 will include communications and engagements with Flood and Sea Level Rise Resilience District member agency staff. Agency members will be engaged through individual and stakeholder meetings and other regular communications to keep them informed through the process.

#### 6. Future community engagement coordination

The work completed through Tasks 1-4, above, will inform the Climate Ready SMC community engagement efforts. The Office of Sustainability will share lessons learned from this effort with the District as it pursues future revenue measure plans. In addition to the Collaborative, broader engagement opportunities may be pursued, and materials developed in Tasks 1-3, above, will be utilized and updated as needed. Based on our experience, events could be those that are already occurring (e.g. farmers markets, church and school events, etc.) and in places where people congregate. The work could provide space for smaller groups, such as focus groups for businesses and for farmworkers.

**Rate:** \$59.26/hour (Rates subject to annual update based on current labor rates approved by the Board of Supervisors.) Additional classifications may apply and shall be billed at the current standard, fully-loaded hourly rate at the time of service.

**Term:** January 1, 2020 to June 30, 2021, with an option to extend to June 30, 2022 upon mutual consent.

**Budget:** Total annual budget is up to \$92,000/year, for a not-to-exceed amount of \$230,000.

## **EXHIBIT D**

### **PAYMENT TERMS**

In consideration of the services provided by Contractor described in attached Exhibits A – C herein, and subject to the terms of the Agreement, the San Mateo County Flood and Sea Level Rise Resiliency District (District) shall pay Contractor based on the following fee schedule and terms:

Monthly invoices will be submitted to the District for engineering, administrative and/or fiscal services provided as described in attached Exhibits A – D on a time and materials basis, and/or for the reimbursement of transition costs, start-up costs and fees, or pass-through costs for services provided or paid for on behalf of the District as described in Exhibit A - C.

Invoices shall be submitted to the District by the County Department or Office providing that service on a monthly basis and include an itemized statement that describes the work performed during the period and summarizing progress on major work tasks, the County department performing the work, date (or dates) of service, complete scope of work, specific work completed, location of work, and breakdown of hours and costs. Payment shall be made by District within thirty (30) days of receipt of the invoice. In instances where a dispute arises regarding a billing, the District agrees to pay the full amount of the invoice. The District and the Department of Public Works and/or the Office of Sustainability agree to enter into mediation if the billing dispute cannot be resolved within 30 days from the date of service. Total payment to Contractor shall not exceed the budgets set forth in attached Exhibits A - D, for a total not-to-exceed amount of \$6,803,000.

Authorization of Emergency Work – Contractor and District agree to work together to expedite the approval for and the payment of emergency work performed under Exhibits A - C. Both parties will work collaboratively to determine a minimum budget amount for possible emergency repairs as recommended by the Department of Public Works and approved by the District Board. The District shall adopt procedures that allow the District CEO to authorize timely emergency repairs.

Additional services outside of those described in attached Exhibits A – C must be authorized by the District's and County departments' authorized representative(s) in writing prior to commencing work.

Invoices shall be remitted to:

San Mateo County Flood and Sea Level Rise Resiliency District  
Chief Executive Officer  
1700 S. El Camino Real, Suite 502  
San Mateo, CA 94402

Contractor acknowledges that any sub-contractor listed on a bid proposal and/or assigned to perform public works project work under the terms of this Agreement shall be registered as a Public Works Contractor on the [www.dir.ca.gov](http://www.dir.ca.gov) website pursuant to Labor Code Section 1725.5 and that all such projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

## San Mateo County Flood and Sea Level Rise Resiliency District Agenda Report

**Date:** January 13, 2020  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Larry Patterson, Interim CEO  
**Subject:** Approve the Flood and Sea Level Rise Resiliency District Board Member Guidelines

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### **RECOMMENDATION:**

That the San Mateo County Flood and Sea Level Rise Resiliency District Board (the “Board”) adopt a resolution approving the Board Member Guidelines (the “Guidelines”).

### **BACKGROUND:**

Draft Guidelines were presented and discussed at the October 15, 2019 meeting of the Board. The Guidelines were revised and reviewed by the Board at the December 9, 2019 meeting. No additional changes were made.

### **DISCUSSION:**

It is recommended that the Board adopt the Guidelines. They can be revised in the future through action of the Board as needed to best guide the functioning of the Board.

### **FISCAL IMPACT:**

There are no fiscal impacts.

### **ATTACHMENTS:**

1. Final Draft Flood and Sea Level Rise Resiliency District Board Member Guidelines

# Final Draft

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## Flood and Sea Level Rise Resiliency District Board Member Guidelines

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Adopted on \*\*\*\*\*, 2020

# FSLRRD Board Member Guidelines

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## 1. Purpose and Overview

This handbook provides guidelines for the Flood and Sea Level Rise Resiliency District (District) Board that describe the way the Board does its business.

The purpose of these guidelines is to ensure transparency in the Board's operations and to set a standard of professionalism for the conduct of the Board's business. The Flood and Sea Level Rise Resiliency District wishes to establish a tradition of open government and civil, intelligent public discourse. These guidelines are intended to enhance public participation and Board debate so that the best possible decisions can be made for the Flood and Sea Level Rise Resiliency District.

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## 2. Authority of the Board

1. The Board is the policy and lawmaking body of the countywide Flood and Sea Level Rise Resiliency District. State law define the powers and responsibilities of the Board. To the extent of any conflict between these Guidelines and state law, state law shall prevail.

2. General Authorities and Applicability

The Board shall determine its own rules and order of business. When not in conflict with the Constitution or laws of the State of California, these Board Guidelines (“Guidelines”) shall be in effect upon adoption by resolution of the Board.

3. Revisions to these Rules

The Board shall review and revise these Guidelines as needed.

4. Rosenberg’s Rules of Order

To the extent these Guidelines do not address an issue of parliamentary procedure for legislative body meetings, *Rosenberg’s Rules of Order: Simple Parliamentary Procedures for the 21st Century* shall apply.

### 3. Duties

#### 1. Duties of Board Chair

- A. To conduct meetings of the Board as its chairperson.
  - 1. Ensure that consideration of items on the agenda move along without delay.
  - 2. Ensure that petitioners, proponents and opponents are heard but not allowed to disrupt the meeting.
  - 3. Ensure that decorum is maintained at the meeting.
  - 4. In presiding over matters where the public has provided testimony and/or raised questions, the Chair should:
    - a. Restate the question coming before the Board.
    - b. Direct questions or comments requiring a response to staff for a response.
    - c. Ensure that staff and members of the public direct their comments to the chair.
    - d. If necessary, help keep Board Member questions relevant to the matter being considered by the Board.
    - e. If necessary, consider calling for a brief recess if orderly conduct of the meeting is being disrupted.
    - f. Announce the decision of the Board on all subjects.
  - 5. To ensure that each member of the Board is provided an opportunity to completely express their views on items of business, the Chair should:
    - a. See that Board Members ask to be recognized by the Chair before speaking.
    - b. Ensure that each Board Member is given the opportunity to fully express their views.
- B. On behalf of the Board, to officially welcome dignitaries, officials, and gatherings.
- C. To review the agendas of meetings of the Board and participate in their preparation as necessary.

- D. To serve as the District's primary contact for the media.
- E. Nothing under the Chair's duties shall limit any individual Board Member's ability to interact with members of the public.

2. Duties of Vice Chair

In the absence of the Chair from the City or a Board meeting, the Vice Chair shall possess all powers of the Chair and be subject to all prescribed duties for that office.

3. Duties of Board Members

- A. Arrive on time for all Board meetings.
- B. Review all meeting materials in preparation for Board meetings.
- C. Fulfill any other roles or perform any other tasks as may be assigned by the Board.

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## 4. Selection of Chair and Vice Chair

1. Board reorganization, including selection of Chair and Vice Chair occurs annually at the regular meeting in December.
2. The Board believes that experience as a Board Member will assist those who are selected to serve as Chair or Vice Chair, and that it is in the District's best interest that these selections be made in a manner that permits the Chair and Vice Chair to gain that experience in governing and to acclimate themselves to the jobs, tasks, and roles prior to assuming their respective offices.
3. The Board has not established a regular rotation of members into the Chair and Vice Chair positions so all members are eligible to fill the positions and can be selected by a majority of the Board to remain in the position without any term limitation.
4. A Board Member may decline to serve as Chair or Vice Chair.

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## 5. Board Member Conduct

1. Members shall:
  - A. Always put the public interest first;
  - B. Treat each other, staff, and members of the public with dignity, courtesy, and respect;
  - C. Maintain confidentiality of all closed session materials and discussion;
  - D. Be attentive to others, limiting interruptions and distractions;
  - E. Encourage diverse viewpoints in debate while being mindful not to prolong discourse or block consensus;
  - F. Agree to respectfully disagree
  - G. Keep comments clear, concise, and on-topic;
  - H. Start and end meetings on time, work from the agenda;
  - I. Present problems in a way that promotes discussion and resolution.
2. Board Members are subject to all the provisions of the District's *Harassment, Discrimination and Reasonable Accommodations for Disabilities Policy*. **(Note that this District policy will be developed and adopted by the Board subsequent to commencement of the FSLRRD in January 2020)**

## 6. Meetings

1. All Board decisions must be made at District Board meetings. Before taking action, the Board may be informed by city, county or other public agency representatives, project applicants, interested members of the public, and District staff.
2. No business may be transacted by the Board at a regular or special meeting unless a quorum of the membership is present (4 members). Action on any item of business shall be by a majority of the full Board (4 members) regardless how many members are present or voting. In some cases, as defined by government code, a 2/3 or 4/5 vote is required which shall require support by 5 or 6 Board members respectively.
3. Board Meeting Dates
  - A. If at any time any regular meeting of the Board falls on a holiday, the regular meeting shall be cancelled or held on the next business day or the earliest business day within a week.
  - B. Once a year the Board shall adopt a schedule of Board meeting dates and locations for the following year.
  - C. Meeting dates and locations may be amended with the approval of the Board.
4. Types of Meetings
  - A. **Regular Meetings** are conducted at a location established by the Board and will be held on the second Monday of each month. The meetings begin at 4:00 p.m. It is District policy to make every effort to complete and distribute the agenda and related reports no later than the preceding Thursday.
  - B. **Special Meetings** are called at a non-regular meeting date and time in accordance with the requirements of the Ralph M. Brown Act. They are generally called by the Chair or Board with a minimum of 24 hours' notice.
  - C. **Closed Sessions** can be part of either special or regular meetings. The Board conducts its business in public to the greatest extent possible. State law recognizes that public discussion of certain items could jeopardize the public interest, compromise the District's position, or cost the citizens of San Mateo County financially, and, therefore, generally allows the Board to hold closed session meetings for the consideration of certain matters.
  - D. **Emergency Meetings** are allowed per the Ralph M. Brown Act when the Board determines that an emergency situation exists.

5. Voting

A motion, second, and a majority vote of the Board shall be required for any formal action of Board.

6. The Chair with the approval of a majority of the Board members present, can change the order of hearing of items on the agenda.

7. Public Participation

A. Members of the public are encouraged and invited to participate in the legislative process by submitting written comments before the meeting or speaking in person at a meeting.

B. It is the intent of these rules to allow everyone to be heard without fear of jeers or cheers that may discourage public participation. For this reason, these rules are taken seriously. Disruptive or unruly behavior may result in removal from the Board meeting.

C. Time Limits for public comment:

1. Individual Speakers - 3 minutes

2. The Chair may, at his/her discretion, adjust the amount of time allotted to the speaker(s) when needed

D. Individuals who wish to speak should submit a speaker card to the Clerk of the Board to be called up at the appropriate time.

8. Regular Agenda Items will generally follow the following sequence:

A. Staff / applicant presentation

B. Board Member questions to applicant and/or staff

C. Open public hearing (or public comment section) for comments

D. Close public hearing (or public comment section)

E. Response by staff to public questions/concerns, if warranted

F. Board discussion and deliberation

G. Board votes

9. Action Minutes

- A. The Board shall use Action Minutes (action minutes contain very little, if any, narrative content) or light summary at the discretion of the Clerk of the Board, to record their proceedings.
- B. Motions and votes are shown in the record.
- C. Audio or video recordings will be used at all regular District meetings and when feasible for special meetings of the Board in order to provide a verbatim record of meetings.
- D. Hard copy handouts and PowerPoint or other visual presentation materials will become part of the public record and will be made available on the District website.
- E. Meeting minutes, handouts, presentation materials and recordings will be retained and made available to the public consistent with the Documents Retention Policy adopted by the District Board.

10. Conflict of Interest

- A. Conflicts of interest of the Board are governed by state law, including the Political Reform Act (PRA) and Government Code.
- B. It is the responsibility of every Board Member to identify his or her possible conflicts. Whenever it appears to a Board Member they may have a prohibited financial or economic interest in any District contract, or other matter that may be presented to the Board, the Board Member should alert the District's Counsel at the earliest opportunity so that District Counsel may advise the Board of any necessary action to address the conflict.

## 7. Meeting Agendas

### 1. Agenda Order

Board agendas will be prepared by the District CEO and Clerk of the Board and presented to the Board in the order described below.

#### A. Opening

1. Pledge of Allegiance
2. Roll Call

#### B. Public Comment

Members of the public wishing to comment on any item not appearing on the agenda may address the Board at this time. State law prevents the Board from taking action on any matter not on the agenda. Comments may be referred to staff for follow up. Public comment is limited to a total of 15 minutes; however, an opportunity for additional public comment will be provided later in the agenda, if needed.

#### C. Action to Set Agenda

A majority of the Board members present shall take action to set or modify the agenda as published.

#### D. Consent Calendar

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by one motion without discussion. If discussion is desired, that item may be removed and considered separately.

#### E. Presentations

Informational items presented by staff or outside agencies for which no formal action is to be taken.

#### F. Regular

Non-routine items requiring an oral presentation and discussion before action is taken.

#### G. Reports

CEO and Board Members report on their various activities in support of the District's business. This may include reports from any ad hoc subcommittees that may be established by the Board.

G. Future Agenda Items

Board members may request that items be placed on future agendas per the process outlined below.

H. Adjourn

2. Agenda Item Submission

A. Persons who can place matters on the agenda: District CEO or the District's Counsel

B. Board Member:

1. A Board Member may request an item be considered on a future agenda and, upon agreement of a majority of Board, staff will prepare a staff report and place the item on a subsequent agenda.
2. Board Members may make this request verbally during a meeting or may submit a written request.

C. Members of the Public

1. A member of the public may request Board action in the following ways:
  - a. Written correspondence to the Board
  - b. Speak during the Public Comment period at a Board meeting
2. Upon agreement of a majority of the Board, the item requested by a member of the public may be placed on a future agenda.

## 8. Financial Matters

### 1. Board Member Expense Reimbursement Policy

#### A. Authorized Expenses

1. District funds, equipment, supplies, titles, and staff time must only be used for authorized District business and in compliance with the District's Procurement Policy and accounting standards. Members of the Board are entitled to reimbursement of the actual cost of expenses, including meals, that are reasonably incurred in the performance of official duties. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:
  - a. Communicating with representatives outside of San Mateo County on regional, state and national government matters of interest to the District.
  - b. Attending educational seminars, approved by the Board, that are designed to improve officials' skill and information levels.
  - c. Participating in local, regional, state, and national organizations whose activities effect the District's interests; however, a member of the Board shall not accept an elected or appointed position that would require anticipated costs to the District of more than \$100 annually without Board approval.
  - d. Attending fundraising events for nonprofit entities providing services of benefit to the District and /or its residents.
  - e. Attending District events.
2. All other expenses require prior approval by the Board.
3. The District will not reimburse the following expenses:
  - a. The personal portion of any trip.
  - b. Political contributions or events.
  - c. Family expenses, including partner's expenses when accompanying official on agency-related business.
  - d. Entertainment expenses, such as movies, sporting events, or cultural events.

- e. Non-mileage personal automobile expenses, including repairs, citations, insurance or gasoline.
- f. Alcohol
- g. Expenses incurred for events that are social in nature such as parties, retirements, holiday events, and picnics and are not of benefit to the mission of the District.

B. Cost Control

To conserve District resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. If expenses are incurred that exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within these guidelines.

1. Airfare

Airfares that are equal to or less than those available through the League of California Cities, the California State Association of Counties and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy. Members are required to use coach or economy class air travel accommodations.

2. Airport Parking

Long-term parking must be used for travel exceeding 24 hours.

3. Automobile

Mileage shall be reimbursed at IRS rates presently in effect (see [www.irs.gov](http://www.irs.gov)). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses. In addition, drivers may be reimbursed for bridge and road tolls. For rental vehicles, only receipted fuel expenses will be reimbursed.

4. Car Rental

Rental rates that are equal or less than those available through the State of California's website (<http://www.catravelmart.com/default.htm>) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

5. Conferences/Meetings

If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, rates that are equal to or less than the group rate at the host hotel are presumed to be reasonable and reimbursable for purposes of this policy.

6. Internet

Officials will be reimbursed for Internet access connection and/or usage fees away from home, if Internet access is necessary for District business.

7. Lodging

Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay. Lodging rates shall not exceed those provided in the Code of Federal Regulations and as listed by the website of the US General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS')

8. Meals

Reimbursable meal expenses and associated gratuities will not exceed the most recent CONUS rates. Current CONUS rates can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

When the meal function is an organized event, the official or employee shall be reimbursed the amount being charged by the event organizer for the meal. The District will not reimburse Board members for alcohol/personal bar expenses. Events organized by the District, such as a reception following Board reorganization, may include serving wine or beer at the discretion of the Board Chair.

9. Taxis/Shuttles/Car Service

Taxis or shuttle fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline, and parking combined, or when such transportation is necessary for time-efficiency. The use of car services such as Uber or Lyft is permitted. Board Members shall use the least expensive and most efficient form of ground transportation.

10. Telephone/Fax/Cellular

Officials will be reimbursed for actual telephone and fax expenses incurred on District business. Telephone bills should identify which calls were made on District business.

11. Transportation

Officials traveling on District business shall use the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, using the most direct, time-efficient route. Government and group rates must be used when available.

C. Expense Reports

1. Expense reimbursement requests must be submitted on an expense report form provided by the District. Reports must document how the expenditure met the requirements of this policy.
2. Expense reports must be submitted within 30 days of an expense being incurred and must be accompanied by receipts documenting each expense and documentation of the event, if available (such as an agenda, conference schedule, or training flyer).
3. Expense reports are a public record.

D. Audits of Expenses

All expenses are subject to verification that they comply with this policy, the District's Procurement Policy and accounting standards.

E. Reports on Meetings

Each official shall briefly give an oral report on any Brown Act meetings they attended for which they receive expense reimbursement at their next Board meeting.

## 9. Communication

### 1. Written Communications

- A. All letters, memoranda, and email communications involving Board Members, the subject of which relate to the conduct of government or the performance of any governmental function, with a few exceptions as outlined in the Public Records Act, are public records and shall be retained consistent with the adopted District Records Retention Policy.
- B. Each Board member will be provided a District email address and should use and encourage the public to use that address for any items related to business of the District.
- C. Emails received by Board members through private, city or county email address should be forwarded to their District email account and to the Clerk of the Board and the District CEO so they can be retained as part of the District records.

### 2. Attorney-Client Privilege

- A. The District, in adopting this policy, does not waive attorney-client-privilege or any other privilege associated with a closed session authorized under the Ralph M. Brown Act.

### 3. Ralph M. Brown Act

- A. Each Board Member should be mindful of all requirements of the Brown Act in communicating with each other.

### 4. Mail Processing

- A. Members of the Board may receive mail and other materials through the District's Office.
- B. Clerk of the Board or staff open all incoming mail for the Chair and Board Members, unless it is labeled personal and confidential.
- C. Clerk of the Board disseminate these materials to individual Board Members. District staff will scan and email correspondence and provide other materials to Board Member's homes/offices.
- D. General correspondence addressed to Board Members as a whole, may be opened and delivered to all Board Members if appropriate.

### 5. Correspondence

- A. The Clerk of the Board is authorized to receive and take administrative action on all correspondence directed to the Board. The Clerk of the Board may also respond to correspondence submitted to the full Board on non-agenda items or authorize a staff member to respond. A courtesy copy is provided to each Board Member.
- B. Generally, correspondence relating to a specific Board agenda item shall be distributed with the agenda report; correspondence received after the publication of agenda packets is to be compiled and distributed to the Board prior to the Board meeting.
- C. After the Board has taken a position on an issue, official correspondence should reflect this position. While Board Members who may disagree with a position are free to prepare correspondence on such issues as private citizens, District letterhead, official Board title, and staff support should not be utilized. In addition, District letterhead and staff support cannot be utilized for personal or political purposes.
- D. District letterhead, logo, insignia and brand, as well as, staff support cannot be utilized for personal or political purposes.

#### 6. Written Communications for Board Meetings

- A. The deadline for the receipt of written communications for inclusion in the agenda packet is up to 5:00pm the Monday, one week prior to the Board meeting. This is to allow for adequate staff review and analysis and to ensure public access to information.
- B. Materials distributed to Board Members during the meeting shall be available for viewing by the public during the meeting if the materials were prepared by the District, or at the conclusion of the meeting if prepared by another person.
- C. If a Board Member receives materials regarding an agenda item, s/he shall forward it to the Clerk of the Board and the District CEO as soon as possible.
- D. If late correspondence is received, the Board will determine at the meeting whether to continue or refer the item to staff if it may result in significant changes to a project, or significant new information has become known.

#### 7. Board - Staff Relations

- A. Individual Board Members may make requests of District staff through the District CEO for limited research and information without the formal concurrence of a majority of the member's colleagues. Requests that will require significant staff time may be referred to the full Board and only pursued if supported by a majority of the Board.

- B. Board Members are encouraged to submit their questions on agenda items to the District CEO as far in advance of the meeting as possible so that Staff can be prepared to respond at the Board meeting.
  - C. Board Members should direct any questions on staff reports to the District CEO or designee.
  - D. Clarifications or technical questions will be answered before the meeting whenever possible.
  - E. Questions and all staff-prepared responses will be forwarded to all Board Members.
  - F. Board members may not direct staff activities. Staff work may be requested through the District CEO or through action of the Board on an agenda item.
8. Speaking for “the District”

Similar to written correspondence, when Board Members are requested to speak to groups or are asked the Board’s position on an issue, the response should reflect the position of the Board as a whole. Of course, a member may clarify his/her vote on a matter by stating, for example, “While I voted against X, the Board voted in support of it.” When representing the District at meetings or other venues, it is important that those in attendance gain an understanding of the Board’s position rather than that of an individual member.

9. Speaking as an Individual

On occasion, Board Members may wish to transmit correspondence on an issue upon which the Board has no position. In these circumstances, members should clearly indicate in their communications that they are not speaking for the Board as a whole, but for themselves as an individual member of the Board. District letterhead and office support may be utilized in these circumstances.

## 10. Legislative

### 1. Board Legislative Committee

- A. It is the policy of the District Board that the Board be involved in the development of the District position on significant pending federal and state legislation that may directly impact the District.
- B. At minimum, the Chair and Vice Chair are the District's Legislative Committee. The maximum number of Legislative Committee members is three.
- C. The Legislative Committee shall meet annually or as needed to draft the District's annual legislative priorities, and shall meet when necessary to develop recommendations for the District's position on legislative matters.
- D. Pending legislation for consideration by the Legislative Committee can be submitted to the Committee by a Board Member or the District Chief Executive Officer (CEO).
- E. The Committee's recommendations shall be presented to the Board for its consideration.
- F. The Board shall direct the Chair or other District official to communicate the District's position on legislative matters to the appropriate legislative bodies.

## 11. References

1. [Ralph M. Brown Act](#) (California Government Code, § 54950 et seq.)
2. [California Public Records Act](#) (California Government Code, § 6250 et seq.)
3. [AB 1234](#) California Government Code, § 53232.3
4. [Rosenberg's Rules of Order https://www.cacities.org/Resources/Open-Government/RosenbergText\\_2011.aspx](https://www.cacities.org/Resources/Open-Government/RosenbergText_2011.aspx)
5. [Continental United States \(CONUS\) rates: https://www.gsa.gov/perdiem](https://www.gsa.gov/perdiem)

DRAFT

# San Mateo County Flood and Sea Level Rise Resiliency District

## Agenda Report

**Date:** January 13, 2020

**To:** San Mateo County Flood and Sea Level Rise Resiliency District

**From:** Larry Patterson, Interim CEO

**Subject:** Adopt a Resolution Authorizing District to Enter Into Retention Agreement with County Counsel and Execute Notice and Waiver of Conflict

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### **RECOMMENDATION:**

That the Board of Directors (the “Board”) of the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) adopt a resolution authorizing the District to enter into the Retention Agreement with County Counsel for Provision of General Legal Services (“Retention Agreement”) and execute Notice and Waiver of Conflict.

### **BACKGROUND:**

The Office of County Counsel for the County of San Mateo (“County Counsel”) provided legal services and advice to the District while it was a dependent district of the County of San Mateo (the “County”). Pursuant to Assembly Bill 825, effective January 1, 2020, the District became an independent district governed by Board. The Retention Agreement, a draft of which the Flood and Sea Level Rise Resiliency Advisory Committee reviewed at its December 9, 2019 meeting and advised the District to approve, is necessary for County Counsel to continue its representation of the District.

The Retention Agreement provides that County Counsel will perform legal services and legal representation, including general advice and the handling of litigation, as may be requested by the District. The Retention Agreement has an initial term of six months, commencing effective January 1, 2020 and extending through June 30, 2020, and may be extended by agreement of the parties. The hourly attorney billing rate is \$237 and the hourly paralegal billing rate is \$130, both of which will be billed in tenth-hour increments. The District will be responsible for extraordinary costs, such as filing fees, extraordinary mailing costs, deposition costs, transcript costs, etc., but will not be required to pay for standard overhead charges, such as copies, scanning, facsimiles, and online legal research fees.

The Retention Agreement includes a Notice and Waiver of Conflict, which advises the District of potential conflicts of interest and provides that, should an actual conflict arise between the District and the County, County Counsel will withdraw from its representation of the District and may continue its representation of the County.

**DISCUSSION:**

Staff recommends that the District enter into the Retention Agreement and execute the Notice and Waiver of Conflict. County Counsel specializes in representing local governmental entities and is uniquely situated to represent the District, having advised it both as a dependent district and during its transition to an independent district. This expertise and experience will be critical during the District's start-up period. Moreover, County Counsel's rates are extremely reasonable when compared to similarly-situated private law firms in the San Francisco Bay Area.

Staff also requests that the Chief Executive Office or his/her designee be granted authorization to execute contract amendments to the Retention Agreement that modify the District's maximum fiscal obligation by no more than \$10,000 and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

**FISCAL IMPACT**

The Retention Agreement has an initial term of six months, with an hourly attorney billing rate of \$237 and an hourly paralegal rate of \$130, both of which will be billed in tenth-hour increments. The District will be provided monthly invoices reflecting legal services rendered and amounts billed under the Retention Agreement. Though the exact fiscal impact is unknown at this time, staff estimates the amounts due under the Retention Agreement for the initial six month term will be approximately \$40,000. Total estimated revenues are sufficient to support the Retention Agreement.

**ATTACHMENTS:**

1. Retention Agreement with County Counsel for the Provision of General Legal Services and Notice and Waiver of Conflict

**AGREEMENT BETWEEN COUNTY COUNSEL AND SAN MATEO  
COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT FOR  
THE PROVISION OF GENERAL LEGAL SERVICES**

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**THIS AGREEMENT** is entered into and effective as of the first day of January 2020, by and between the San Mateo County Counsel’s Office (hereinafter referred to as “County Counsel”) and San Mateo County Flood and Sea Level Rise Resiliency District (hereinafter referred to as the “District”).

**WITNESSETH:**

**WHEREAS**, County Counsel has historically provided legal service and advice to the District as a dependent special district of the County of San Mateo (the “County”); and

**WHEREAS**, pursuant to Assembly Bill 825, effective January 1, 2020, the District became an independent special district governed by an independent Board of Directors; and

**WHEREAS**, County Counsel is ready and able to continue providing legal service and advice to the District, and the District wishes to retain County Counsel to perform legal services with respect to certain matters; and

**WHEREAS**, it is reasonable and necessary to set forth the various obligations and responsibilities of the parties in light of the District’s payment for County Counsel’s legal services;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties hereto do hereby agree as follows:

1. County Counsel shall perform legal services and legal representation, including general advice and the handling of litigation, as may be requested by the District. Litigation services shall not include litigation for which the District has coverage counsel under insurance.

2. The parties understand that County Counsel has been retained to represent the interests of the District as a whole, and County Counsel shall render

such legal advice to the District as may be requested by the District and/or its designated representative(s). Attendance of counsel at meetings of the District Board shall be upon request of the District. The District is retaining the office of County Counsel, not any particular attorney in that office, and the attorney services to be provided to the District will not necessarily be performed by a particular attorney.

3. County Counsel shall periodically update the District on legal issues and shall be available to provide training as is mutually agreed upon.

4. This Agreement is for an initial term of six (6) months commencing January 1, 2020, and extending through June 30, 2020. This Agreement may be terminated by mutual agreement of the parties at any time, provided that the District has previously given ninety (90) days' advance written notice of its intention to terminate the Agreement. County Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California.

5. The District shall pay for services rendered between January 1, 2020, and June 30, 2020, at an attorney hourly rate of \$237 and a paralegal hourly rate of \$130. Additionally, the District shall pay the actual costs of any out-of-pocket and extraordinary regular costs incurred by County Counsel in connection with the provision of its legal services, e.g., filing fees, extraordinary mailing costs, deposition costs, transcript costs, etc. The District shall not be required to pay for standard overhead charges, such as copies, scanning, facsimiles, and online legal research fees.

6. Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in tenth-hour increments, rounded off for each particular activity to the nearest tenth-hour. The minimum charged for any particular activity will be one tenth-hour. Payment shall be made by the District within thirty (30) days of the invoice date.

7. The District understands that the County is County Counsel's primary client. Should there be a conflict between District and the County in a matter, the District hereby consents to County Counsel's withdrawal of representation of the District in order for County Counsel to represent the County in any such matters, unless such waiver is inconsistent with state law.

8. Upon execution of this Agreement, the District agrees to execute the Notice and Waiver of Conflict attached hereto as **Exhibit A**, incorporated herein by this reference, so that County Counsel may continue to represent County and the District in the absence of actual conflict, as described more fully in **Exhibit A**.

9. This Agreement contains the entire agreement of the District and County Counsel, and no other agreement, statement, or promise made before the effective date the Agreement will be binding on the District or County Counsel.

10. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

11. This Agreement may be modified or extended by a writing signed by both the District and County Counsel. If extended, County Counsel will provide the District with updated hourly attorney and paralegal billing rates.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

Dated: \_\_\_\_\_ JOHN C. BEIERS, COUNTY COUNSEL

By: \_\_\_\_\_  
John C. Beiers

Dated: \_\_\_\_\_ SAN MATEO COUNTY FLOOD AND SEA LEVEL  
RISE RESILIENCY DISTRICT

By: \_\_\_\_\_  
Dave Pine, Chair

## **EXHIBIT A**

### **Notice and Waiver of Conflict**

This waiver of conflict is requested from the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) by the San Mateo County Counsel’s Office (“County Counsel”) in connection with the Agreement Between County Counsel and San Mateo County Flood and Sea Level Rise Resiliency District For the Provision of General Legal Services (the “Agreement”).

County Counsel also serves as general counsel for the County of San Mateo (the “County”) and its departments, agencies, and boards. It is County Counsel’s understanding that the District has or plans to enter into a number of possible arrangements with the County, including but not limited to, an agreement for the County to provide staffing, advice, and expertise regarding flood control activities undertaken or continued by the District (collectively, “Matters”).

In accordance with Rule 1.7 of the Rules of Professional Conduct, this Notice and Waiver informs the District of the implications of County Counsel representing both the District and the County in connection with the Matters and to seek the District’s consent to such representation. In County Counsel’s opinion, the District and County are not presently directly adverse to each other. In addition, County Counsel believes it can concurrently represent both the District and the County without significant risk that the representation of either client will be materially limited by County Counsel’s responsibilities to or relationships with the other client.

It is conceivable, however, that the interests of the District and the County could become directly adverse to one another in the future. Potential conflicts include, for example, the following:

- Either the District or the County could request contractual or other terms in connection with the Matters that adversely impact the other;
- The District and the County’s interests may diverge in connection with the Matters;
- A dispute could arise over the application or interpretation of terms of an existing agreement between the District and the County;
- As a result of new information, facts, law, rules, or any other circumstances, County Counsel believes that its representation of one client will materially limit its ability to represent the other client; and/or
- Either the District or the County could request that material information regarding the representation or Matters be kept confidential from the other.

To the last point above, because County Counsel would be representing the District and the County jointly, County Counsel must inform each client of significant developments relating to the Matters and may not withhold information provided by one client from the other. Moreover, under California Evidence Code Section 962 and California case law, in cases of joint representation there is no attorney-client privilege between or among joint clients so that neither client can claim its

communications with County Counsel are privileged or confidential as to the other client with respect to the Matters.

At this time, County Counsel believes it is able to represent both the District and the County and to fulfill County Counsel's ethical obligations to each client. Aside from the potential conflicts described above, County Counsel sees no actual conflicts between the District and the County, nor has either informed County Counsel of any actual conflict. During the joint representation of the District and the County, whenever County Counsel identifies any significant areas or issues, in addition to those described above, that have the potential to create a conflict of interest, County Counsel will point them out to both clients and, if necessary, advise both on the need for separate counsel as to any such issues. However, if an actual conflict arises between the District and the County, the District acknowledges that County Counsel will withdraw from its representation of the District and may continue its representation of the County, and the District consents to such representation. The District should consider any concern about the effect of such a limitation on County Counsel's representation. The District should also consider whether it wants to obtain the advice of an independent attorney concerning County Counsel's ability to represent its interests adequately in view of these limitations.

By executing this letter where indicated below, the District confirms that it has been fully informed as to the nature of the potential conflicts resulting from the joint representation of both the District and the County; that it has been provided a reasonable opportunity to seek the advice of independent counsel of its choice regarding these potential conflicts and waiver thereof; and that it understands that a conflict may arise in the future which may require an additional disclosure and waiver by the District, or, alternatively, County Counsel's withdrawal from representation of the District.

Additionally, the District confirms that it will take the opportunity to retain independent counsel in the event it has any reservations regarding the joint representation, the issues arising from that representation, and/or the waiver of the potential conflict of interest. Assuming the foregoing accurately reflects the District's understanding, please sign and date where indicated below, and return the executed Waiver of Conflict to the Office of the County Counsel to the attention of Brian E. Kulich, Deputy County Counsel.

**Waiver of Conflict**

I, \_\_\_\_\_, Chair of the District Board, on behalf of the District, hereby acknowledge that I have carefully read the foregoing letter, informing me that the District's interests may potentially be in conflict with those of the County in connection with County Counsel's representation of the District's and County's interests in connection with the Matters.

I expressly acknowledge that the concurrent representation by County Counsel of the District's and the County's interests constitutes the representation of potentially conflicting interests, to the extent that the District's and the County's interests are potentially adverse.

I nevertheless knowingly and voluntarily consent on behalf of the District to such concurrent representation by County Counsel. I further acknowledge that, if an actual conflict arises between the District and the County, County Counsel will withdraw from its representation of the District and may continue its representation of the County, and I consent to such representation, to the extent authorized by State law.

Finally, I expressly acknowledge that the District has been advised that the District has the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that the District has had a reasonable opportunity to do so.

Dated: \_\_\_\_\_ SAN MATEO COUNTY FLOOD AND SEA LEVEL  
RISE RESILIENCY DISTRICT

By: \_\_\_\_\_  
Dave Pine, Chair

**RESOLUTION NO. .**

**BOARD OF DIRECTORS, SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE AND  
RESILIENCY DISTRICT**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO THE RETENTION  
AGREEMENT WITH COUNTY COUNSEL FOR PROVISION OF GENERAL LEGAL  
SERVICES AND TO EXECUTE NOTICE AND WAIVER OF CONFLICT**

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**RESOLVED**, by the Board of Directors of the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) that:

**WHEREAS**, there has been presented to this Board of Directors a Retention Agreement with County Counsel for Provision of General Legal Services and Notice and Waiver of Conflict; and

**WHEREAS**, County Counsel historically provided legal services and advice to the District while it was a dependent district of the County of San Mateo (the “County”); and

**WHEREAS**, pursuant to Assembly Bill 825, effective January 1, 2020, the District became an independent district governed by Board and, as a result, the Retention Agreement is necessary for County Counsel to continue its representation of the District; and

**WHEREAS**, the Board of Directors and County Counsel both wish to enter into the Retention Agreement for a term of January 1, 2020 through June 30, 2020 in an amount not to exceed \$40,000.00; and

**WHEREAS**, because County Counsel also represents the County, the District must execute a Notice and Waiver of Conflict.

**NOW, THEREFORE, BE IT RESOLVED** that the Chair of the Board of Directors of the District is hereby authorized and directed to enter into the Retention Agreement with County Counsel for the Provision of Legal Services;

**IT IS FURTHER RESOLVED** the Chair of the Board of Directors of the District is hereby authorized and directed to execute the Notice and Waiver of Conflict;

**IT IS FURTHER RESOLVED** that the Chief Executive Officer is authorized to execute amendments to the Retention Agreement that modify the District's fiscal obligation by no more than \$10,000 and/or modify the contract term or services so long as the modified term or services is/are with the current or revised fiscal provisions.

\* \* \* \* \*

**Regularly passed and adopted this 13<sup>th</sup> Day of January 2020.**

*AYES:*

*NOES:*

*ABSENT:*

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*Chair of the San Mateo County Flood and  
Sea Level Rise Resiliency District Board of Directors*

*Certificate of Delivery*

*I certify that a copy of the original resolution filed with the San Mateo County Flood and Sea Level Rise Resiliency District has been delivered to the Chair of the Board of Directors.*

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*Clerk of the San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors*

## San Mateo County Flood and Sea Level Rise Resiliency District Agenda Report

**Date:** January 13, 2020

**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors

**From:** Larry Patterson, Interim CEO

**Subject:** Appoint an Interim Clerk to the Board of the San Mateo County Flood and Sea Level Rise Resiliency District

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### **RECOMMENDATION:**

That the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) Board of Directors (the “Board”) appoint Christine Boland as the Interim Clerk to the Board.

### **BACKGROUND:**

Passage of AB 825 (Mullin) established the revised the San Mateo County Flood Control District a dependent district governed by the County Board of Supervisors to create the San Mateo County Flood and Sea Level Rise Resiliency District (as Independent Special District) governed by a Board of Directors composed of five City representatives appointed by the City/County Association of Governments and two members appointed by the Board of Supervisors. The District became effective on January 1, 2020.

The Clerk to the Board is assigned specific functions within Special Districts. For example, the resolutions in the January 13, 2020 meeting packet must be certified by the Clerk of the Board.

### **DISCUSSION:**

Staff recommends that the Board appoint Christine Boland as the Interim Clerk of the Board. Christine is currently providing administrative support to the District as a temporary (“extra help”) employee of the County. Beginning on January 1, 2020, her services are being provided and reimbursed under the Master Agreement between the District and the County of San Mateo. She is very experienced and has performed her assignments exceptionally well.

### **FISCAL IMPACT:**

None at this time. Her compensation may be reconsidered given her duties as part of the transition from County to District employment.

## San Mateo County Flood and Sea Level Rise Resiliency District Agenda Report

**Date:** January 13, 2020  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Larry Patterson, Interim CEO  
**Subject:** Adopt a Resolution approving the District FY 2019-20 Budget

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### **RECOMMENDATION:**

That the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) Board of Directors (the “Board”) adopt a resolution approving the FY 2019-20 budget for the period from January 1, 2020 and June 30, 2020.

### **BACKGROUND:**

The San Mateo County Board of Supervisors (the “Board of Supervisors”) acting as the governing board of the San Mateo County Flood Control District (the “District”) has adopted an annual budget for flood zone activities including a budget for FY 2019-20. The Board of Supervisors also allocated funding for the Enhanced Flood Resiliency Program. With the approval of AB 825 (Mullin), these responsibilities were transferred to the District effective January 1, 2020 along with Countywide responsibilities for assisting the cities in San Mateo County to address the anticipated impacts of sea level rise. Therefore, the District Board must adopt a budget for January 1, 2020 through June 30, 2020 to fund District activities and operations through the end of the fiscal year.

### **DISCUSSION:**

Staff recommends that the Board adopt a resolution approving budgets for the flood control zones as presented in Attachment 1 and other activities of the District as presented in Attachment 2. The following is a summary of key budget assumptions:

#### *Flood Control Zones*

- Revenue for the flood control zones budgeted for FY 19-20 was \$7,025,203 with a fund balance of \$28,241,176. The revenue anticipated from January 1, 2020 through June 30,

2020 is \$32,038,345 which includes a transfer in of \$29,187,077 from the flood zones fund balance.

- Appropriations for the flood control zones for FY 19-20 were \$12,712,919, of which \$5,690,639 is expected to be incurred from January 1, 2020 through June 30, 2020.
- An anticipated \$26,347,706 is budgeted as the fund balance as of June 30, 2020.

#### *District Administration and Operations*

- The budget for FY 19-20 from January 1 to June 30, 2020 is based on the financial plan that was presented to the Flood and Sea Level Rise Resiliency Advisory Committee at its November 12, 2019 meeting.
- The anticipated revenue of \$2,388,747 includes \$750,000 from the County; \$745,000 from the 20 cities; \$500,000 of Measure K fund from the County and \$393,747 in State and local funding for Memoranda Of Understanding (MOU) project work.
- The budget includes funding for general District administration and operations, continuation of the Flood Resiliency Program MOU projects, and initial work advancing a Flood and Sea Level Rise Financial Strategy.
- The budget anticipates four and on-half (4.5) full time equivalents (FTE): The CEO, the Program Manager, an Associate Engineer, a Senior Accountant and an administrative staff position (half-time).
- Staff costs reflect the anticipated date of hire for the CEO and Senior Accountant in January 2020.
- All District staff would be contracted or become a County employee until an ordinance is in place authorizing the acceptance of District employees (likely in March 2020).
- The budget assumes that costs incurred by the County on behalf of the District between January and June 2020 will be reimbursed.
- Approximately \$160,000 has been appropriated to initiate work on the Investment Strategy including public engagement.
- A contingency of \$600,000 has been appropriated. This includes the \$500,000 in Measure K funds from the County which was intended to fund a second Associate Engineer position in FY 2020-21.

The budget for Administration and Operations of the District reflects a number of assumptions regarding needed appropriations. Some need to make minor revisions to the budget is anticipated and reflected in the resolution recommended for adoption.

#### **FISCAL IMPACT:**

The budget establishes revenue and expense expectations for the period of January 1, 2020 through June 30, 2020. It establishes the framework within which the fiscal impact of subsequent District actions will be established.

#### **ATTACHMENTS:**

Resolution with

Attachment 1 - Proposed budget for the flood control zones

Attachment 2 - Proposed budget for the administration of the District

RESOLUTION NO. \_\_\_\_\_

BOARD OF DIRECTORS OF THE SAN MATEO COUNTY FLOOD AND SEA  
LEVEL RISE RESILIENCY DISTRICT

\*\*\*\*\*

RESOLUTION ADOPTING THE SAN MATEO COUNTY FLOOD AND SEA  
LEVEL RISE RESILIENCY DISTRICT Fiscal Year 2019-20 BUDGET FOR THE  
PERIOD OF JANUARY 1, 2020 THROUGH JUNE 30, 2020

**RESOLVED**, by the Board of Directors of the San Mateo County Flood and  
Sea Level Resiliency District (the “District”), that

**WHEREAS**, Assembly Bill No. 825, CHAPTER 292 (“AB 825”) amended,  
added and repealed certain sections of the San Mateo County Flood Control District  
Act (Chapter 2108 of the Statutes of 1959) (the “Act”), relating to the District; and

**WHEREAS**, pursuant to AB 825, the District is now governed by an  
independent Board of Directors (the “Board”), effective January 1, 2020; and

**WHEREAS**, the Board must establish a budget for the District to continue the  
management and operations of the zones and flood-related projects and initiatives;  
and

**WHEREAS**, the District budget defines revenues and expenditures for operation of the  
District, work within the flood control zones, initial work on the Flood and Sea Level Rise  
Financial Strategy, and continuing work on the existing Flood Resiliency Program Memorandum  
of Understanding Projects.

**NOW, THEREFORE, BE IT RESOLVED** that the District approves the  
budget for Fiscal Year 2019-2020 which includes both flood zone operations (Attachment 1)  
and District Administration and Operations (Attachment 2).

**IT IS FURTHER RESOLVED** that the District Chief Executive Officer or designee is authorized to execute non-substantive additions, clarifications, and other changes to the budget as is necessary or advisable consistent with District policies.

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Regularly passed and adopted this 13<sup>th</sup> Day of January 2020.

AYES:

NOES:

ABSENT:

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Chair of the San Mateo County Flood and  
Sea Level Rise Resiliency District Board of Directors

Certificate of Delivery

I certify that a copy of the original resolution filed with the San Mateo County Flood and Sea Level Rise Resiliency District has been delivered to the Chair of the Board of Directors.

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Clerk of the San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors

## San Mateo County Flood and Sea Level Rise Resiliency District Agenda Report

**Date:** January 13, 2020

**To:** Flood and Sea Level Rise Resiliency District Board of Directors

**From:** Larry Patterson, Interim CEO

**Subject:** Report Regarding Potential United States Army Corps of Engineers Study of the San Mateo County Bay and Coastal Shorelines

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### **RECOMMENDATION:**

That the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) Board of Directors (the “Board”) accept a report regarding a potential United States Army Corps of Engineers study of the San Mateo County Bay and Coastal Shorelines under the Water Resources Development Act of 1975.

### **BACKGROUND:**

The Water Resources Development Act (WRDA) authorizes water resource studies and projects, including navigation, flood control/protection, hydrology/hydropower, water supply, and emergency management for the U.S Army Corps of Engineers (“Army Corps”). Legislation is usually passed on a biennial basis and addresses county interests related to ports, inland waterways, levees, dams, wetlands, watersheds and coastal restoration.

In the 1975 version of WRDA, a proposed project was authorized to study the San Francisco Bay Shoreline in San Mateo County. Language in this existing law authorizes the Army Corps to conduct a study of flooding and related issues along the San Mateo County Bay Shoreline. No study has ever been initiated under this authorization, but it remains valid. This is critical, as the Army Corps will only perform studies under existing valid authorizations.

Brian Perkins, Congresswoman Jackie Speier’s District Director, has been investigating the District’s options for initiating a WRDA study. Staff and Mr. Perkins met with Stu Townsley, Deputy District Engineer for Project Management of the Army Corps’ San Francisco District. The purpose of the meeting was to confirm that the authorization for the study remained in place and to investigate modifying the authorizing language so that *both* the Bay and Coastal shorelines could be included in the study in order to increase the likelihood of Congressional approval. Ultimately, initiating a study under the modified authorizing language would require

the following steps: (1) a formal request from the District; (2) support from the Army Corps; and (3) Congressional approval.

**DISCUSSION:**

If the Board wishes to initiate a WRDA study, it should demonstrate support for a comprehensive study of the San Mateo County Bay and Coastal shorelines and make a formal request for such a study, which could then be pursued by the Army Corps over the next three years. At the suggestion of Mr. Townsley, the study could be expanded to include San Francisco and Marin County. If the Board adopts a resolution requesting initiation of the WRDA study, staff will work with Mr. Perkins to obtain letters of support from San Francisco and Marin County.

Staff understands that the earliest Congress could authorize a modified study would be later this year. If that occurs, the Army Corps would then seek Congressional funding for the study. This step would likely occur after 2020, and depends, in part, on the likelihood of local matching funds (50%) for the study. Staff estimates that funding for the study would occur in approximately three years, which would coincide with the District's three-year start-up investment plan.

Finally, once the study is complete, and assuming it identifies a federal interest in one or more projects, yet another request would be made for Congressional funding to actually commence design and construction of the projects.

Broadly speaking, this cycle of study authorization/appropriation, establishing a federal interest, project authorization/appropriation, and project construction is the cycle that has sustained numerous flood control and resiliency projects in the Bay Area. Though there are other sources of federal funds for projects—for example, US Fish and Wildlife Service, NOAA Fisheries, or FEMA—sustained funding for large-scale projects is primarily obtained through partnership with the Army Corps.

**FISCAL IMPACT:**

The overall fiscal impact associated with initiating a WRDA study is unknown at this time. However, local matching funds (50% of study costs) will be required. If the Board decides to initiate the study, staff believes it would become an integral part of the District's investment strategy envisioned during District's three-year start-up period.

**ATTACHMENTS:**

Existing WRDA Study Language

## San Mateo County Flood and Sea Level Rise Resiliency District Agenda Report

**Date:** January 13, 2020

**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors

**From:** Larry Patterson, Interim CEO

**Subject:** Appoint San Mateo County Supervisor Members of the Flood and Sea Level Rise District as Director and Alternate Director to the San Francisquito Creek Joint Powers Authority’s Board of Directors

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### RECOMMENDATION:

That the Board of Directors (the “Board”) of the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) appoint Supervisor Pine to continue serving as the Director to the San Francisquito Creek Joint Powers Authority (“SFCJPA”) and Supervisor Horsley to continue serving as the Alternate Director.

### BACKGROUND:

The San Francisquito Creek Flood Control Zone (the “Zone”) is one of the flood zones established within the District, which receives property tax revenue from properties within the Zone. In 1999, the City of Menlo Park, the City of Palo Alto, the City of East Palo Alto, the Santa Clara Valley Water District, and the District formed the SFCJPA to collectively contribute resources and implement mutual interest policies and projects within the Zone. Supervisor Pine currently serves as the Director and Supervisor Slocum as the Alternate Director to the SFCJPA Board of Directors representing the District.

Until December 31, 2019, the District was a dependent district governed by the San Mateo County Board of Supervisors. However, effective January 1, 2020 with the passage of Assembly Bill 825, the District became an independent district governed by the Board. Thus, the Board is responsible for appointing a Director and Alternate Director of the SFCJPA Board of Directors.

### DISCUSSION:

Any member of the Board would be eligible to serve on the SFCJPA Board of Directors. However, staff recommends that Supervisor Pine continue to serve as Director and Supervisor Horsley as Alternate Director.

The Director and Alternate Director representing the District should come from a member agency of the SFCJPA, which will have a direct interest in policies and projects within the Zone.

Menlo Park, East Palo Alto, and the County of San Mateo are all member agencies to the SFCJPA. However, both Menlo Park and East Palo Alto are already represented on the SFCJPA Board of Directors. Selecting a representative from either of these cities to also represent the District would result in two representatives from the same city and create an imbalance on the SFCJPA Board of Directors. In fact, the SFCJPA has proposed revising its Joint Powers Agreement to prevent such a scenario.

Now that the District is governed by the independent Board, the County of San Mateo no longer has a representative on the SFCJPA Board of Directors. Moreover, staff believes that, during its first year as an independent district, the District would benefit from consistency and experience on matters relating to the SFCJPA

Therefore, staff recommends that Supervisor Pine continue to serve as Director of the SFCJPA Board of Directors and Supervisor Horsley serve as Alternate Director.

**FISCAL IMPACT:**

Selection of representatives to the SFCJPA Board of Directors will not have a direct fiscal impact. As a member agency to the SFCJPA, the District will make annual member agency contributions to SFCJPA operational budget and participate in funding projects, as funds are available, from property tax revenue collected within the Zone. Any funding decisions will be brought to the Board for action.

**ATTACHMENTS:**

None