

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

Board of Directors

Supervisors:

District 3 Don Horsley
At-Large: Dave Pine - **Chair**

City Representatives:

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

Due to the risk of COVID-19 transmission, as well as recent State Executive Orders allowing local government bodies to conduct their meetings remotely and national, state, and local guidelines around social distancing at this time, this meeting **will only be held remotely**.

To join the meeting: click on <https://us02web.zoom.us/j/81573819991>

or call by phone: 669-900-6833, 81573819991#

Public Comment can be submitted via Zoom Chat, by raising your hand while participating via video, or by speaking up at the appropriate time if joining by phone. Alternatively, public comment can be submitted via email to cboland@onshoreline.org prior to 2:00 pm on the day of the Board meeting; please indicate the specific agenda item to which your comment applies. All written public comments received by this deadline will be read into the record or summarized by the Clerk of the Board.

AGENDA

May 11, 2020

4:00 PM

1. Roll Call

2. Public Comment

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

3. Action to Set the Agenda

4. Approval of Consent Agenda

- 4.1 Approve Minutes of the April 13, 2020 District Board Meeting (ACTION)
- 4.2 Adopt Resolution Authorizing the Chief Executive Officer to:
 - (A) Execute An Amendment To Grant Agreement With The California Department Of Water Resources For The California Flood Emergency Response Grant Replacing The County Of San Mateo With The District As A Party To The Grant Agreement;
 - (B) Take All Steps Reasonably Necessary To Carry Out The Terms Of The Amended Grant Agreement; And (C) Execute Any Further Amendments To The Amended Grant Agreement Within The District’s Fiscal Provisions (ACTION)
- 4.3 Adopt Resolution Approving Records Inspection, Retention and Disposal Policy (ACTION)

5. Regular Agenda

- 5.1 Approve amendments to consultant contracts with BKF, GEI, Horizon, and Paradigm to extend contract terms to December 31, 2021 (ACTION)
- 5.2 Review Fiscal Year 2020-21 Preliminary Budget (INFORMATION)
- 5.3 Review draft of new District website (INFORMATION)*

6. Chair's Report*

7. CEO's Report*

8. Board Member Reports*

9. Items for Future Agenda*

10. Adjournment

* Indicates that there is no written staff report for this item.

Meeting Rules and Procedures

Please contact the Clerk of the Board, Christine Boland, by 10:00 am on the day of the Board of Directors meeting at cboland@OneShoreline.org or at 650-623-5934 if you require auxiliary aids or services to attend or participate in the meeting or if you wish to submit written communication or materials to all Board Members. Public records that relate to any open session item on the agenda of a Regular Board meeting are available for public inspection at least 72 hours prior to the meeting, at the same time records are distributed to members of the Board. Public records related to a Special Board meeting are available at least 24 hours prior to that meeting. 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. Should you wish to have such documents sent to you by email, please email cboland@OneShoreline.org.

**SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
Board of Directors remote meeting via Zoom
April 13, 2020
MINUTES**

ITEM 4.1

1. Roll Call

Chair Pine called the meeting to order at 4:04 p.m. via Zoom video conference software. Interim Clerk Boland took the roll call and confirmed a quorum was present.

Directors Present:

Dave Pine, Representing Board of Supervisors, At Large (Chair)
Donna Colson, Representing Northern San Mateo County cities
Maryann Moise Derwin, Representing San Mateo County cities at-large
Lisa Gauthier, Representing Southern San Mateo County cities
Don Horsley, Representing Board of Supervisors, District 3
Diane Papan, Representing Central San Mateo County cities
Debbie Ruddock, Representing Coastside (Vice Chair)

Directors Absent:

None

Staff Present:

Larry Patterson, Interim Chief Executive Officer
Len Materman, Incoming Chief Executive Officer
Brian Kulich, Esq., District Counsel
Erika Powell, District consultant
Colin Martorana, District Associate Project Manager
Lucy Dong, District Senior Accountant
Christine Boland, District Interim Clerk of the Board
Ann Stillman, County of San Mateo Public Works

2. Public Comment

None.

3. Action to Set the Agenda

Director Ruddock briefly left the meeting.

Motion/Second: Gauthier/Colson moved to set the agenda as posted.

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

Noes: None

Absent: Ruddock

Vote: 6-0-1

Director Ruddock returned to the meeting.

4. Approval of Consent Agenda

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

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

Noes: None

Absent: None

Vote: 7-0-0

4.1 Approved Minutes of February 24, 2020 District Board Meeting

5. Regular Agenda

5.1 Adopt a Resolution approving the Conflict of Interest Code and Reporting Requirements

Interim CEO Patterson stated the state’s Fair Political Practices Commission mandates public agencies adopt an initial Conflict of Interest Code and designated employees disclose potential conflicts. He noted that the Board of Directors and CEO are not listed under the employee section, as they are mandated filers under section 87200 of the Political Reform Act. Chair Pine mentioned that other public agencies include a clause in Category 2 - Investments and Business Positions, that states “which may foreseeably be affected materially” and asked if that should be included in the District’s Code. District Counsel Kulich stated he would review the proposed change and bring it back to the next meeting. No action was taken.

5.2 Approve an Amendment and Restated Joint Powers Agreement of the San Francisquito Creek Joint Powers Authority (SFCJPA)

District Counsel Kulich reported he met with attorneys of the SFCJPA and four other member agencies. He stated it was agreed that the amendment would be handled in two phases; the first phase for non-substantive administrative changes and the second phase for more substantive changes, which would be brought back at a later time. He referred to the packet where a red-lined version was attached showing the proposed amendments. Incoming CEO Materman stated that the 21-year old agreement was outdated and noted that the first-phase changes were recently approved by the cities of East Palo Alto and Menlo Park and on the agenda for the other two member agencies in the next few weeks.

Motion/Second: Ruddock/Papan moved approval of Resolution 2020-9, Adopting Amended and Restated Agreement of the San Francisquito Creek Joint Powers Authority

Ayes: Colson, Derwin, Gauthier, Horsley, Papan, Ruddock, Pine
Noes: None
Absent: None
Vote: 7-0-0

6. Chair’s Report

Chair Pine expressed delight to be holding a Board meeting, and he discussed Assemblymember Mullin’s work to place a resiliency bond on the November ballot. He stated that given the situation with COVID, a stimulus bond that may incorporate climate change is more likely to be on the ballot.

7. Interim CEO and Incoming CEO Reports

Interim CEO Patterson discussed the start-up funding contributions from the 20 Peninsula cities and County of San Mateo and those that have lagged in sending in their funding.

Incoming CEO Materman introduced Lucy Dong, the new Senior Accountant. He discussed that Lucy and he are working on a plan for the District to gain financial independence from the County this calendar year. Mr. Materman provided an update on the Belmont Creek

watershed management study and associated grants. Finally, Mr. Materman and District consultant Erika Powell, updated the Board on the progress of the Bayfront Canal project. Board members' questions regarding the project were responded to by Mr. Materman, Mr. Patterson, and Ms. Powell.

A discussion ensued regarding delayed start-up contributions from several cities.

8. **Flood Zones Report**

No report.

9. **Board Member Reports**

None.

10. **Items for Future Agenda**

None.

11. **Adjournment**

The meeting adjourned at 4:52 p.m.

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

Date: May 11, 2020

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

From: Len Materman, CEO

Subject: Resolution Authorizing CEO to Execute Amendment to Grant Agreement With the Department of Water Resources for the County of San Mateo Flood Emergency Alert and Preparedness Project

RECOMMENDATION

Adopt a resolution authorizing the Chief Executive Officer (“CEO”) to:

1. Execute an amendment to the grant agreement with the California Department of Water Resources (“DWR”) for the California Flood Emergency Response Grant (“Grant Agreement”) replacing the County of San Mateo (the “County”) with the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) as a party to the Grant Agreement;
2. Take all steps reasonably necessary to carry out the terms of the amended Grant Agreement; and
3. Execute any further amendments to the amended Grant Agreement within the District’s fiscal provisions.

BACKGROUND

On August 8, 2019, the County, on behalf of the then-dependent San Mateo County Flood Control District, entered into the Grant Agreement, which awarded \$485,850 for performance of the following work to be completed by August 8, 2022:

1. Watershed-wide emergency action plans and countywide flood emergency preparedness & response programming,
2. Flood Warning System Upgrade and Expansion,
3. Flood Emergency Personnel Training, and
4. Community Flood Preparation and Recovery Outreach.

District project management staff Erika Powell and Colin Martorana, with the help of consultants and in collaboration with partner agencies and key stakeholders, have continued to make progress on the work covered by the Grant Agreement.

DISCUSSION

Effective January 1, 2020, pursuant to Assembly Bill 825, the District assumed the County’s interest in the Grant Agreement. DWR has requested that the Board authorize the District’s CEO to execute an amendment to the Grant Agreement reflecting that the District has replaced the County as a party to the Grant Agreement.

The proposed resolution authorizes the CEO to execute the amendment to the Grant Agreement requested by DWR, take all steps reasonably necessary to carry out the terms of the amended Grant Agreement, and execute additional amendments to the Grant Agreement, subject to the District’s fiscal provisions.

FISCAL IMPACT

Once the Grant Agreement is amended, the District will submit to DWR an invoice for eligible work under the Grant Agreement from January 1, 2020 to present, the value of which is approximately \$18,500. There is no additional impact to the District budget.

**RESOLUTION NO. 2020 -
BOARD OF DIRECTORS OF THE SAN MATEO COUNTY FLOOD AND SEA LEVEL
RISE RESILIENCY DISTRICT**

- RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO:**
- (A) EXECUTE AN AMENDMENT TO GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE CALIFORNIA FLOOD EMERGENCY RESPONSE GRANT REPLACING THE COUNTY OF SAN MATEO WITH THE DISTRICT AS A PARTY TO THE GRANT AGREEMENT;**
 - (B) TAKE ALL STEPS REASONABLY NECESSARY TO CARRY OUT THE TERMS OF THE AMENDED GRANT AGREEMENT; AND**
 - (C) EXECUTE ANY FURTHER AMENDMENTS TO THE AMENDED GRANT AGREEMENT WITHIN THE DISTRICT'S FISCAL PROVISIONS**
-

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

WHEREAS, on August 8, 2019, the State of California Department of Water Resources ("State") and the San Mateo County Department of Public Works (the "County") entered into the Flood Emergency Alert and Preparedness Project Grant Agreement (the "Agreement"), the purpose of which is to improve local flood emergency response through enhancements to planning, training, and equipment (the "Grant Project"); and

WHEREAS, the County entered into the Agreement on behalf of the San Mateo County Flood Control District, which, at the time, was a dependent district of the County governed by the County's Board of Supervisors; and

WHEREAS, since the Agreement, the Legislature passed Assembly Bill 825, which renamed the San Mateo County Flood Control District as the San Mateo County Flood and Sea Level Rise Resiliency District and, effective January 1, 2020, changed its governance to an independent Board of Directors; and

WHEREAS, effective January 1, 2020, the District assumed all assets, liabilities, obligations, and benefits held by the San Mateo County Flood Control District, including the County's interest in the Agreement; and

WHEREAS, the District has reviewed a copy of the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Chief Executive Officer of the District is authorized to execute an amendment to the Agreement reflecting the transfer of the County's interest in the Agreement to the District and replacing the County with the District as a party to the Agreement.

BE IT FURTHER RESOLVED that the Chief Executive Officer and/or his designee(s) is/are authorized to take all steps reasonably necessary to carry-out the terms of the Agreement, including, without limitation, execute payment requests and all other documents necessary for the purpose of implementing the Grant Project as may be required by the State pursuant to the amended Agreement.

BE IT FURTHER RESOLVED that the Chief Executive Officer and/or his designee(s) is/are authorized to execute further amendments to the Agreement to modify the Agreement term and/or services as long as the modified term or services is/are within the District's current or revised fiscal provisions.

* * * * *

Regularly passed and adopted this 11th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

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

ATTEST:

Clerk of the Board

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

Date: May 11, 2020

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

From: Brian E. Kulich, District Counsel

Subject: Resolution Adopting District Records Inspection, Retention, and Disposal Policy, Administrative Memorandum No. 4

RECOMMENDATION:

That the Flood and Sea Level Rise Resiliency District (the “District”) Board of Directors (the “Board”) adopt a Resolution Adopting District Records Inspection, Retention, and Disposal Policy, Administrative Memorandum No. 4 (the “Policy”).

BACKGROUND:

The law requires that the District adopt a resolution governing the retention and destruction of its records. (Gov. Code, § 60201.) Section 60201(b)(2) allows the District to, “by resolution, adopt and comply with a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Section 12236, that classifies all of the district’s records by category, and that establishes a standard protocol for destruction or disposition of records.” (Gov. Code, § 60201(b)(2).) Government Code Section 12236(a) provides that “[t]he Secretary of State shall establish a Local Government Records Program to be administered by the State Archives to establish guidelines for local government records...”

According to Secretary of State guidelines, an effective records management program “ensures that records are kept **only** as long as they have some administrative, fiscal, or legal value.” (Local Government Records Management Guidelines, § 2-2010, p. 6 (emphasis in original).) Proper records management requires an inventory of the District’s records, a determination of the immediate and future usefulness of such records, and, finally, development of a retention period for each category of records. (*Id.* at § 2-2030, p. 6-8.) “A properly prepared and approved Records Retention Schedule is an agency’s legal authority to do whatever needs to be done with records and documents entrusted to the agency’s care. It certifies the life, care, and disposition of all agency records.” (*Id.* at § 2-2040, p. 9.)

DISCUSSION:

Staff recommends that the District adopt the proposed Policy, which complies with Government Code Section 60201 and current guidelines provided by the Secretary of State pursuant to Government Code Section 12236. The Policy also contains a provision that it will be reviewed by the Chief Executive Officer, or designee(s), at least once every two years to ensure it properly adapts to any changes in guidelines and/or best practices.

The Policy and Resolution have been reviewed and approved by District Counsel.

FISCAL IMPACT: None.

ATTACHMENT: Resolution and proposed Records Inspection, Retention, and Disposal Policy, Administrative Memorandum No. 4

**RESOLUTION NO. 2020 -
BOARD OF DIRECTORS OF THE SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**

**RESOLUTION ADOPTING THE DISTRICT RECORDS
INSPECTION, RETENTION, AND DISPOSITION POLICY
ADMINISTRATIVE MEMORANDUM NO. 4**

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

WHEREAS, the District, as an independent district, must adopt its own records inspection, retention, and disposition policy; and

WHEREAS, under Government Code Section 60201, the District may, by resolution, adopt and comply with a record retention schedule that complies with the guidelines provided by the Secretary of State pursuant to Government Code Section 12236, that classifies all of the District’s records by category, and that establishes a standard protocol for destruction or disposition of records; and

WHEREAS, the Board has reviewed the District’s Records Inspection, Retention, and Disposition Policy, Administrative Memorandum No. 4, which complies with the requirements of Government Code Section 60201; and

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the District’s Inspection, Retention, and Disposition Policy, Administrative Memorandum No. 4, which shall be reviewed by the Chief Executive Officer, or designee(s), at least once every two years to ensure it properly adapts to any changes in guidelines and/or best practices.

Regularly passed and adopted this 11th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

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

ATTEST:

Clerk of the Board

**SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
ADMINISTRATIVE MEMORANDUM NO. 4**

RECORDS INSPECTION, RETENTION, AND DISPOSAL POLICY

I. PURPOSE OF THE POLICY

This document describes the San Mateo County Flood and Sea Level Rise Resiliency District's policy concerning records inspection, retention, destruction, and storage.

II. INSPECTION

A. PURPOSE AND SCOPE

This section provides criteria for the inspection of District Public Records.

B. GENERAL

Public Records of the District are open to inspection during normal office hours and any person has a right to inspect these records.

C. DEFINITIONS

As used in this section:

1. The term "Public Records" has the same meaning as defined in Government Code Section 6252(e), which defines Public Records as any Writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.
2. The term "Writing" has the same meaning as defined in Government Code Section 6252(g), which defines Writing as handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing or any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

D. EXEMPTIONS

Nothing in this section requires disclosure of Public Records exempt from disclosure under the law, including, without limitation:

1. Preliminary drafts, notes, or intra- or inter-agency memoranda not retained by the District in the ordinary course of business, if the public interest in withholding such records clearly outweighs the public interest in disclosure;
2. Records pertaining to pending litigation in which the District is a party or to claims made pursuant to the Government Claims Act (Gov. Code, § 810, *et seq.*), until such litigation or claim has been finally adjudicated or otherwise settled;
3. Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or that is otherwise limited by law;
4. Geological and geophysical data, plant production data, and similar information relating to utility systems development obtained in confidence from any source, related to groundwater well drilling/development;
5. The contents of real estate appraisals, engineering, or feasibility estimates and evaluations made for or by the District relative to the acquisition of property, or to prospective supply and construction contracts, until such time as the property has been acquired or the contract agreement has been obtained. The law of eminent domain will not be affected by this provision;
6. Records exempted or prohibited from disclosure pursuant to provisions of Federal or State Law, including, but not limited to, provisions of the Evidence Code relating to privilege;
7. Private information pertaining to any customer, director or employee that is explicitly exempt under Government Code sections 6254(c) and 6254.16 or that may be exempt because of personal safety and privacy concerns under Government Code section 6255, including, without limitation, personal identifying information and private data such as social security numbers, home address, telephone number, credit history, water usage, and confidential personnel and financial records;
8. Computer software developed by the District for internal use and not otherwise made available to the public except by selling, leasing, or licensing such software for commercial or non-commercial use. The District's proprietary computer software may include computer mapping systems, computer programs, and computer graphics systems;
9. Information security, if disclosure of that information would reveal vulnerabilities of, or otherwise increase the potential for an attack on the District's information technology system. This exemption in no way limits the District's obligation to disclose otherwise public records stored within its information technology system; and

10. Other records the disclosure of which is not required by law

E. JUSTIFICATION FOR WITHHOLDING RECORDS

The District will justify withholding a Public Record by demonstrating it is exempt under statutory or decisional law, as required by Government Code Sections 6253(c) and 6255(b).

F. COPIES OF DISCLOSABLE RECORDS

1. Pursuant to Government Code Section 6253(b), the District may charge for copies of Public Records. The charge for plain paper standard black and white letter or legal size photocopies will be \$0.10. Large format documents, maps, color copies, and similar specialized documents will be charged at cost, which the District will determine and advise the requestor of and receive approval from the requestor before copying begins. Payment for all services is required at the time copies are provided, although the District may require a deposit as provided below in Section II.F.2. before beginning copying or sending the job to an outside copy service, in which case the copy service's actual charges will be passed through to the requestor. No charge will be imposed for research.
2. The Clerk of the Board or designee may require a person who desires to obtain copies of Public Records to deposit an amount equal to the estimated fees for copying prior to starting reproduction. The portion of the deposit not used for the costs of reproduction will be refunded. If the deposit is insufficient, the District will require the requestor to pay any balance of copying charges due before any Public Records are released.

III. RETENTION, DISPOSAL, AND STORAGE

A. PURPOSE AND SCOPE

This section provides criteria for the retention, destruction, and storage of records.

B. RECORDS RETENTION SCHEDULE

The following is the District's Records Retention Schedule, which has been adopted by the Board of Directors in accordance with Government Code Section 60201, and reviewed at least once every two years. As provided by California law, the District will retain, store, and dispose of its records in accordance with this schedule and the requirements and procedures set forth in this policy. In accordance with Government Code Sections 60201 and 60203, the District may keep a copy of any record listed in the schedule below either in its original form or as an electronic record stored in a trusted electronic system within the meaning of Government Code section 60203(a).

**APPROVED BY THE
FLOOD DISTRICT BOARD OF
DIRECTORS _____, 2020**

R = Legally required retention period.

Title	Minimum Retention Period	Notes/Comments
<u>Administration:</u>		
All Correspondence (including email)	3 years	
District Policy and Procedures	Active until revised, superseded, cancelled, then + 7 years	
Oaths of office other/official materials related to appointment of directors and officers	7 years after term of office expires	
Filings with Secretary of State	Permanent	
Conflict of Interest Records: <ul style="list-style-type: none"> • Statements of Economic Interest (Form 700); • Gift Reporting (Form 801); • Agency Report of New Positions (Form 804); • Agency Report of Consultants (Form 805) 	7 years after filing	R (Gov. Code, § 81009(e))
District Conflict of Interest Code	Active until revised, superseded, cancelled, then + 7 years	
<u>Board of Directors:</u>		
District Formation/Reorganization Documents	Permanent	R (Gov. Code, § 60201(d)(1))
Agendas	5 years	
Staff Reports	5 years	
Board meeting minutes	Permanent	R (Gov. Code, § 60201(d)(3))
Valid Ordinances and Resolutions	Permanent	R (Gov. Code, § 60201(d)(2))
Invalid/Unenforceable Ordinances and Resolutions	5 years after invalidated/no longer enforceable	(Gov. Code, § 60201(d)(2))
Board Guidelines	Active until revised, superseded, or cancelled, then + 3 years	
Proofs of Completion of Directors' and Designated Employees' Ethics Training	5 years	
Recordings of Board Meetings	After approval of minutes by Board or 30 days, whichever is later, if District chooses to record	R (Gov. Code, § 54953.5(b))

Title	Minimum Retention Period	Notes/Comments
<u>Contracts:</u>		
All Executed Contracts	Contract completion + 7 years	
Accepted Requests for Proposal and Requests for Qualifications	Contract completion + 5 years	(Code Civ. Proc., §§ 336(a), 338.1)
Rejected Responses to Requests for Proposal and Requests for Qualifications	2 years from date of rejection	R (Gov. Code, § 60201(d)(11))
Real Property Lease Agreements	4 years from lease termination	(Code Civ. Proc., § 337.2.)
<u>Capital Improvements:</u>		
Capital Improvement Contracts	Contract completion + 10 years	(Code Civ. Proc., § 337.15)
Accepted and Proposed Bid Documents	Contract completion + 5 years	(Code Civ. Proc., §§ 336(a), 338.1)
As-built Plans/Documents	Permanent or until facility is decommissioned and removed from service	(Gov. Code, § 830.6)
Unaccepted Construction Bids and Proposals	2 years from date of rejection	R (Gov. Code, § 60201(d)(11))
California Environmental Quality Act (CEQA) Documents— Includes, without limitation: <ul style="list-style-type: none"> • Environmental Impact Reports; • Initial Study/Mitigated Negative Declaration (IS/MND); • Exemptions; • Notices of Completion/Determination; • Comments 	Permanent	
Flood Control Zone Records— Includes, without limitation: <ul style="list-style-type: none"> • Maintenance reports and inspections; • Engineering reports; • Survey, upgrade, and repair records. 	Permanent	(Gov. Code, § 830.6)

Title	Minimum Retention Period	Notes/Comments
Financial:		
Accounts payable— All supporting documentation for goods and services purchased by District, including, without limitation: <ul style="list-style-type: none"> • Purchase orders; • Invoices; • Expense reports; • Petty cash reports 	7 years, or 5 years after any audit, whichever is longer	
Accounts Receivable— All supporting documentation for revenues and other amounts owed to District, including, without limitation: <ul style="list-style-type: none"> • Documentation for amounts billed for services rendered by District; • Receipts • Year-end accrual of accounts receivable 	7 years, or 5 years after audit, whichever is longer	
Audits & Compliance— Reports of financial audits and/or examinations of District finances prepared by internal or external auditors	5 years	
Banking Records— All records related to District bank accounts/transactions, including, without limitation: <ul style="list-style-type: none"> • Account statements; • Negotiated, cancelled or returned checks and warrants; • Deposits; • Reconciliations 	7 years, or 5 years after any audit, whichever is longer	
Comprehensive Annual Financial Reports (CAFR)	Permanent	

Title	Minimum Retention Period	Notes/Comments
All Other Financial Accounting and Reporting Records— Includes, without limitation: <ul style="list-style-type: none"> • Reports; • Journal/Journal Entries; • General Ledgers; • Balance Sheets; • Financial Statements. 	7 years, or 5 years after any audit, whichever is longer	
<u>Annual Budgets</u>	2 years after close of fiscal year	
<u>Bond-Related Documents</u>		
Records related to bonds secured by real property, including, without limitation, revenue, disclosure reports, and related agreements	Life of bond + 5 years	(Code Civ. Proc., §§ 336(a), 338.1)
Records related to general obligation bonds issued by District, including, without limitation, revenue, disclosure reports, and related agreements	Life of bond + 10 years	(Code Civ. Proc., § 337.5.)
<u>Personal Property</u>		
Inventory	3 years	
Maintenance and inspection logs	3 years	
Computer licenses and documentation	Until expiration/obsolescence	
<u>Grants</u> (Records related to administering grants received by District)	Retention determined by granting authority	

Title	Minimum Retention Period	Notes/Comments
Insurance:		
Insurance Policies—Personnel (All records relating to contract of personnel-related insurance purchased by District describing term, coverage, premiums)	Expiration + 30 years	R (29 CFR 1910.1020)
Insurance Policies—Property (All records relating to contract of property-related insurance purchased by District describing term, coverage, premiums)	10 years	(Code Civ. Proc., § 337.15(a))
All Certificates of Insurance	Permanent	

Legal:		
Public Records Act requests	Final response + 2 years	R (Gov. Code, § 60201(d)(5))
Claims (Against District)	Final resolution + 2 years	R (Gov. Code, § 60201(d)(4))
Litigation records	Final resolution + 10 years	(Code Civ. Proc., § 1952.3)
Subpoenas	Final resolution + 2 years	
Legal opinions	Permanent	
Personnel:		
Personnel files	Until separation from employment + 3 years	R (Cal. Lab. Code § 1198.5(c); 29 CFR 1620.33(b))
Payroll Records	7 years after date of payment or 3 years after separation from employment, whichever is longer	R (29 CFR 1627.3; (Gov. Code, § 60201(d)(12))
Reimbursements for District-related Expenses (Records relating to officer/employee reimbursement or use of District paid credit cards)	7 years after date of reimbursement/payment	R (Gov. Code, § 60201(d)(12))
Job Descriptions	Active until revised, superseded, or cancelled, then + 2 years	
Employee Attendance and Time Keeping Records	3 years	(29 CFR 1602.30; 29 CFR 1602.32; 29 CFR 516.6)
Employment Agreements	Agreement completion/termination + 7 years	
Job Applications and Resumes—Non-Hires	3 years from date of decision to not hire	
Position advertisements	2 years from date position filled	R (Gov. Code, § 12946; 29 CFR 1620.32)

Title	Minimum Retention Period	Notes/Comments
Worker's Compensation	5 years after date of injury or date on which Worker's Compensation benefits were last provided, whichever occurs later. However, cases involving Permanent Disability should be kept permanently	R (8 Cal. Code Regs., § 10102)
OSHA Safety Training Records	5 years	R (8 CCR 14300.33)
All Other Employee Training Records	7 years from completion of training	
Unemployment claims	4 years after claim closed	R (22 CCR 1085-2(c))
Employee Benefit Plans (Health, Vision, Dental, Retirement)	7 years after plan ends	
<u>Real Property</u>		
Deeds, Easements, and Other documents related to Real Property Interests	Permanent	R (Gov. Code, § 60201(d)(8))
Records Relating to Eminent Domain	Permanent	
Annexation and detachment	Permanent	
<u>District-Assessed Taxes</u>	N/A. To be updated if District issues parcel tax	
<u>Miscellaneous Documents</u>		
Other records the Board determines to be of significant and lasting historical, administrative, financial, legal, or research value	Permanent	

C. RETENTION OF OTHER RECORDS

1. Pursuant to Government Code Section 60201(d), the District **must** retain the following records, regardless of any different destruction policy or schedule as to any identified record or records specified in the records retention schedule set forth above:
 - i. Records that relate to formation, change of organization, or reorganization of the District;
 - ii. An ordinance adopted by the District.

- iii. Minutes of any meeting of the District Board of Directors;
 - iv. Records that relate to any pending claim or litigation or any settlement or other disposition of litigation within the past two years;
 - v. Records that are the subject of any pending request made pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), whether or not the District maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the District provided written notice to the requester that the request has been denied;
 - vi. Records that relates to any pending construction that the District has not accepted or as to which a stop notice claim legally may be presented;
 - vii. Records that related to any non-discharged debt of the District;
 - viii. Records that related to the title to real property in which the District has an interest;
 - ix. Records that relate to any non-discharged contract to which the District is a party;
 - x. Any record that has not fulfilled the administrative, fiscal, or legal purpose for which the record was created or received;
 - xi. Any record that is an unaccepted bid or proposal, which is less than two years old, for the construction or installation of any building, structure, or other public work;
 - xii. Records that specify the amount of compensation paid to District employees or officers or to independent contractors providing personal or professional services to the district, or relates to expense reimbursement to District officers or employees or to the use of District paid credit cards or any travel compensation mechanism. However, a record described in this paragraph may be destroyed or disposed of pursuant to this section seven years after the date of payment.
2. The District may dispose of the following records at any time, without maintenance of a copy:
- i. Duplicates, the original or a permanent photographic record of which is on file;

- ii. Working drafts, notes, and working papers prepared or kept by any employee or accumulated in the preparation of a communication, study or other document, unless of a formal nature contributing significantly to the preparation of the document;
- iii. Cards, listings, non-permanent indices, other papers used for controlling work and transitory files including letters of transmittal, suspense letters, and tracer letters;
- iv. Canceled coupon sheets from registered bonds; and
- v. Shorthand notebooks, telephone messages, and inter-departmental notes.

IV. RECORDS STORAGE

All of the records referenced in this section will be maintained at the District's Administrative office located at 1700 So. El Camino Real, Suite 502, San Mateo, California 94402, and/or such other repository that the District may designate from time to time. All records requests should be directed to the District's administrative office, Clerk of the Board, at 1700 So. El Camino Real, Suite 502, San Mateo, California 94402.

V. RECORDS DISPOSAL

The Clerk of the Board, or his or her designee, may destroy and discard, by any permanent method that protects the confidentiality of any privileged or confidential information contained therein, any District record after the expiration of the applicable retention period described in the above Records Retention Schedule.

VI. POLICY REVIEW

This policy shall be reviewed at least once every two years by the District's Chief Executive Officer or designee(s).

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

Date: May 11, 2020

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

From: Len Materman, CEO

Subject: Approving No-Cost Amendments to Agreements with BKF Engineers, GEI Consultants, Horizon Water & Environment and Paradigm Environmental, to extend their contracts' schedule of performance through December 2021

RECOMMENDATION:

That the Flood and Sea Level Rise Resiliency District (the "District") Board of Directors ("Board") authorize the Chief Executive Officer ("CEO") to execute amendments to agreements with BKF Engineers ("BKF"), GEI Consultants ("GEI"), Horizon Water & Environment ("Horizon"), and Paradigm Environmental ("Paradigm") (collectively, the "Contractors") extending the term of the agreements through December 31, 2021 and adding the District as a party.

BACKGROUND:

On May 16, 2017, the County of San Mateo ("County") approved agreements with the Contractors pursuant to the County's Flood Resiliency Program, under which the Contractors each agreed to provide on-call professional services related to flood protection, ecosystem restoration, construction management, storm drainage, and environmental permitting and compliance. The term of the original agreements with the Contractors was three years, ending May 15, 2020.

On November 18, 2019, the County notified the Contractors that, pursuant to Assembly Bill 825, the District would be assuming the County's interest in the agreements, effective January 1, 2020.

DISCUSSION:

Staff recommends authorizing the CEO to amend the agreements with the Contractors to reflect that the District has replaced the County as a party to the agreements and to extend the term of the agreements through December 31, 2021.

The District currently maintains the agreements with the Contractors, who continue to provide support of ongoing projects. Allowing these agreements to lapse, all of which have authorized funds remaining, would negatively impact the progress of these projects resulting in forfeiture of their valuable project knowledge base. At this time, there is no proposed change to the scope or budget of each agreement, though we expect to come back to the Board to propose changes to those as more becomes known about the District's ongoing needs from each contractor.

The Contractors, their responsibilities and the amounts of their original agreements are summarized below:

- BKF: The lead consultant in the development of the Bayfront Canal and Atherton Channel Flood Protection and Restoration Project's plans, specifications, and Engineer's Estimate, and may provide services during construction through 2021. Their sub-consultant Balance Hydrologics is actively performing the installation of several stream monitoring stations under the Statewide Emergency Response Grant Project, which will continue through this year. Their sub-consultant, GHD, is currently supporting the development of a grant application for partial construction funding for the Bayfront/Atherton Project. The authorized amount under the original agreement with BKF is \$1,500,000.
- GEI: Provided a secondary review of the Bayfront Canal and Atherton Channel Flood Protection and Restoration Project Engineer's Estimate and may provide services during construction through 2021. The authorized amount under the original agreement with GEI is \$300,000.
- Horizon: The lead consultant in the acquisition of environmental permitting documentation and compliance, for the Bayfront Canal and Atherton Channel Flood Protection and Restoration Project. The Horizon team will be a valuable asset as we complete the permitting process and finalize bid documents. The authorized amount under the original agreement with Horizon is \$500,000.
- Paradigm: The lead consultant in the development of the *Bayfront Canal & Atherton Channel Watershed Flood Management Plan*, which identified and prioritized regional improvement projects to attenuate stormwater flow and reduce downstream flood risks to the watershed. Additionally, the Paradigm team maintains an active contract with the City/County Association of Governments ("C/CAG"), in support of the development of C/CAG's Countywide Stormwater Resource Plan, which terminates February 28, 2021. Paradigm's sub-consultant, S. Groner Associates, is currently supporting the development of three regional Emergency Action Plans and may lead the stakeholder and community engagement during construction of the Bayfront Canal Project. The authorized amount under the original agreement with Paradigm is \$1,500,000.

FISCAL IMPACT:

There is no fiscal impact associated with approval of the amendments to agreements with the Contractors.

ATTACHMENTS:

- Amendment No. 1 to the agreement with BKF Engineers
- Amendment No. 1 to the agreement with GEI Consultants
- Amendment No. 1 to the agreement with Horizon Water & Environment
- Amendment No. 1 to the agreement with Paradigm Environmental

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE SAN MATEO COUNTY FLOOD AND SEA LEVEL
RISE RESILIENCY DISTRICT AND BKF ENGINEERS**

THIS AMENDMENT TO THE AGREEMENT is entered into effective May 11, 2020, by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (the “District”) and BKF Engineers (“Contractor”) (together, the “Parties”):

W I T N E S S E T H:

WHEREAS, on May 16, 2017, the County of San Mateo (the “County”) and Contractor entered into an agreement under which Contractor was to provide professional services related to flood protection, resilience and ecosystems restoration, and storm drainage facilities (the “Agreement”); and

WHEREAS, the term of the Agreement is from May 16, 2017 to May 15, 2020; and

WHEREAS, on November 18, 2019, the County notified Contractor by letter that, pursuant to Assembly Bill 825, the County’s Flood Control District was renamed the San Mateo County Flood and Sea Level Rise Resiliency District, its responsibilities were expanded and, effective January 1, 2020, its governing structure would change from the County Board of Supervisors sitting as the governing board to an independent board of directors (“November 18, 2019 Letter”); and

WHEREAS, the November 18, 2019 Letter further notified Contractor that, effective January 1, 2020, the County’s interest in the Agreement would transfer to the District; and

WHEREAS, pursuant to Assembly Bill 825, the County’s interest in the Agreement did, in fact, transfer to the District, effective January 1, 2020; and

WHEREAS, the Parties wish to amend the Agreement to reflect the transfer of the County’s interest in the Agreement to the District and to extend the term of the Agreement to December 31, 2021.

WHEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. Replacement of County with District as a Party to Agreement.

The County is replaced with the District as a party to the Agreement. As such, throughout the entirety of the Agreement, including in all exhibits and attachments attached to the Agreement and incorporated by reference, for the purpose of identifying the parties to the Agreement:

- (a) The term “County of San Mateo” is replaced with “Flood and Sea Level Rise Resiliency District;”
- (b) The term “County” (as a defined term) is replaced with “District” (as a defined term);
- (c) All references to “County Board of Supervisors” are replaced with “District Board of Directors;”
- (d) All references to “Director of Public Works,” “County Manager,” and “County Flood Resiliency Program Manager” are replaced with “Chief Executive Officer of the District;”
- (e) All references to “County Department of Public Works” and “Department” (as a defined term) are replaced with “District;” and
- (f) All references to “Party” or “Parties” shall be a reference to the District and Contractor.

Notwithstanding the above, the term “County of San Mateo” shall remain in the Agreement for purposes other than identifying the parties to the Agreement, including identifying the geographic boundary of the County (for example, “travel outside the County of San Mateo”) or a local law, regulation, or requirement (for example, “San Mateo County Ordinance Code”).

2. Extension of Agreement Term. Section 4 of the Agreement entitled “Term” is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 16, 2017, through December 31, 2021.

3. Notice Under Agreement. Section 17 of the Agreement entitled “Notice” is amended to provide that notice shall be provided to the District as follows:

Chief Executive Officer
1700 South El Camino Real, Suite 502
San Mateo, California 94402
650-623-5936
Len@OneShoreline.org

4. Submission of Invoices Under Agreement. Exhibit “B” of the Agreement is amended to provide that all invoices shall be provided to the District as follows:

Chief Executive Officer
1700 South El Camino Real, Suite 502
San Mateo, California 94402
650-623-5936
Len@OneShoreline.org

5. Remaining Terms of Agreement Remain in Effect. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness of and in agreement with this Amendment No. 1 terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: BKF ENGINEERS

Contractor signature and printed name

On behalf of the DISTRICT:

Len Materman, CEO

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE SAN MATEO COUNTY FLOOD AND SEA LEVEL
RISE RESILIENCY DISTRICT AND GEI CONSULTANTS

THIS AMENDMENT TO THE AGREEMENT is entered into effective May 11, 2020, by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (the “District”) and GEI Consultants, Inc. (“Contractor”) (together, the “Parties”):

W I T N E S S E T H:

WHEREAS, on May 16, 2017, the County of San Mateo (the “County”) and Contractor entered into an agreement under which Contractor was to provide professional services related to flood protection, resilience and ecosystems restoration, and storm drainage facilities (the “Agreement”); and

WHEREAS, the term of the Agreement is from May 16, 2017 to May 15, 2020; and

WHEREAS, on November 18, 2019, the County notified Contractor by letter that, pursuant to Assembly Bill 825, the County’s Flood Control District was renamed the San Mateo County Flood and Sea Level Rise Resiliency District, its responsibilities were expanded and, effective January 1, 2020, its governing structure would change from the County Board of Supervisors sitting as the governing board to an independent board of directors (“November 18, 2019 Letter”); and

WHEREAS, the November 18, 2019 Letter further notified Contractor that, effective January 1, 2020, the County’s interest in the Agreement would transfer to the District; and

WHEREAS, pursuant to Assembly Bill 825, the County’s interest in the Agreement did, in fact, transfer to the District, effective January 1, 2020; and

WHEREAS, the Parties wish to amend the Agreement to reflect the transfer of the County’s interest in the Agreement to the District and to extend the term of the Agreement to December 31, 2021.

WHEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. Replacement of County with District as a Party to Agreement.

The County is replaced with the District as a party to the Agreement. As such, throughout the entirety of the Agreement, including in all exhibits and attachments attached to the Agreement and incorporated by reference, for the purpose of identifying the parties to the Agreement:

(a) The term “County of San Mateo” is replaced with “Flood and Sea Level Rise Resiliency District;”

(b) The term “County” (as a defined term) is replaced with “District” (as a defined term);

(c) All references to “County Board of Supervisors” are replaced with “District Board of Directors;”

(d) All references to “Director of Public Works,” “County Manager,” and “County Flood Resiliency Program Manager” are replaced with “Chief Executive Officer of the District;”

(e) All references to “County Department of Public Works” and “Department” (as a defined term) are replaced with “District;” and

(f) All references to “Party” or “Parties” shall be a reference to the District and Contractor.

Notwithstanding the above, the term “County of San Mateo” shall remain in the Agreement for purposes other than identifying the parties to the Agreement, including identifying the geographic boundary of the County (for example, “travel outside the County of San Mateo”) or a local law, regulation, or requirement (for example, “San Mateo County Ordinance Code”).

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5. Remaining Terms of Agreement Remain in Effect. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness of and in agreement with this Amendment No. 1 terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: GEI CONSULTANTS, INC.

Contractor signature and printed name

On behalf of the DISTRICT:

Len Materman, CEO

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT AND HORIZON WATER & ENVIRONMENT

THIS AMENDMENT TO THE AGREEMENT is entered into effective May 11, 2020, by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (the “District”) and Horizon Water & Environment (“Contractor”) (together, the “Parties”):

WITNESSETH:

WHEREAS, on May 16, 2017, the County of San Mateo (the “County”) and Contractor entered into an agreement under which Contractor was to provide professional services related to flood protection, resilience and ecosystems restoration, and storm drainage facilities (the “Agreement”); and

WHEREAS, the term of the Agreement is from May 16, 2017 to May 15, 2020; and

WHEREAS, on November 18, 2019, the County notified Contractor by letter that, pursuant to Assembly Bill 825, the County’s Flood Control District was renamed the San Mateo County Flood and Sea Level Rise Resiliency District, its responsibilities were expanded and, effective January 1, 2020, its governing structure would change from the County Board of Supervisors sitting as the governing board to an independent board of directors (“November 18, 2019 Letter”); and

WHEREAS, the November 18, 2019 Letter further notified Contractor that, effective January 1, 2020, the County’s interest in the Agreement would transfer to the District; and

WHEREAS, pursuant to Assembly Bill 825, the County’s interest in the Agreement did, in fact, transfer to the District, effective January 1, 2020; and

WHEREAS, the Parties wish to amend the Agreement to reflect the transfer of the County’s interest in the Agreement to the District and to extend the term of the Agreement to December 31, 2021.

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- (b) The term “County” (as a defined term) is replaced with “District” (as a defined term);
- (c) All references to “County Board of Supervisors” are replaced with “District Board of Directors;”
- (d) All references to “Director of Public Works,” “County Manager,” and “County Flood Resiliency Program Manager” are replaced with “Chief Executive Officer of the District;”
- (e) All references to “County Department of Public Works” and “Department” (as a defined term) are replaced with “District;” and
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Notwithstanding the above, the term “County of San Mateo” shall remain in the Agreement for purposes other than identifying the parties to the Agreement, including identifying the geographic boundary of the County (for example, “travel outside the County of San Mateo”) or a local law, regulation, or requirement (for example, “San Mateo County Ordinance Code”).

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5. Remaining Terms of Agreement Remain in Effect. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness of and in agreement with this Amendment No. 1 terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: HORIZON WATER & ENVIRONMENT

Ken Schwarz, Ph.D., Principal

On behalf of the DISTRICT:

Len Materman, CEO

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE SAN MATEO COUNTY FLOOD AND SEA LEVEL
RISE RESILIENCY DISTRICT AND PARADIGM ENVIRONMENTAL

THIS AMENDMENT TO THE AGREEMENT is entered into effective May 11, 2020, by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (the “District”) and Paradigm Environmental (“Contractor”) (together, the “Parties”):

WITNESSETH:

WHEREAS, on May 16, 2017, the County of San Mateo (the “County”) and Contractor entered into an agreement under which Contractor was to provide professional services related to flood protection, resilience and ecosystems restoration, and storm drainage facilities (the “Agreement”); and

WHEREAS, the term of the Agreement is from May 16, 2017 to May 15, 2020; and

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5. **Remaining Terms of Agreement Remain in Effect**. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness of and in agreement with this Amendment No. 1 terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PARADIGM ENVIRONMENTAL

Contractor signature and printed name

On behalf of the DISTRICT:

Len Materman, CEO

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

Date: May 11, 2020

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

From: Len Materman, CEO

Subject: Preliminary Draft Fiscal Year 2020-21 Budget

RECOMMENDATION:

That the Board of Directors (the “Board”) receive a report on the preliminary draft Fiscal Year 2020-21 Budget for the Flood and Sea Level Rise Resiliency District (the “District”) and provide input to staff so that it can be prepared for adoption at the Board’s June 8, 2020 meeting.

BACKGROUND:

Each year by June 30, the Board must adopt an annual budget for the coming fiscal year that reflects the staffing and priorities of the District. This budget includes revenues and expenses for operations and the development and implantation of projects, including in the existing zones of the former the San Mateo County Flood Control District.

Operating Budget

The District’s Operating Budget encompasses all of the work that is funded by contributions from the 20 cities and the County, and District involvement in MOU projects consistent with the agreements among participating agencies. This Budget is now organized into three categories:

- General Operations and Administration
- Regional Projects Implementation and Administration
- Countywide Projects and Financing Strategies

General Operations and Administration includes the revenue received from the County and all cities within the County for the start-up of the District. In also includes the following expenses required to operate the District: temporary agreements with the County for fiscal and legal services, contracted human resources services from Paychex and other vendors, much of the salaries and benefits of District management and administrative support, including the CEO, Senior Accountant, and Clerk of the Board, and other normal administrative costs such as office lease, technology, supplies, etc.

Regional Projects Implementation and Administration includes costs associated with the three Memorandum of Understanding (MOU) projects – Bayfront Canal, Belmont Creek, and Navigable Slough – initiated by San Mateo County’s former Flood Resilience Program, as well as costs to support development of new MOU’s led by the District. The salaries of employees working on this effort are largely funded by the annual contributions from the 20 cities and the County to the District, while direct project costs are reimbursed by the agencies participating in each MOU.

Countywide Projects and Financing Strategies include projects that are not geographically specific within the county, such as the development of a countywide regional stormwater effort with C/CAG or a countywide Financial Strategy discussed during the development. I envisioned that these or other countywide efforts will be launched after the 2020-21 fiscal year because the District's priorities during this next year are focused on advancing or completing key geographically-specific regional projects (described in Discussion section below) .

Flood Control Budget

The former San Mateo County Flood Control District was established by State legislation in 1959 as a countywide Special District to finance flood protection projects. Three active flood zones remain from this former entity: Colma Creek, San Bruno Creek, and San Francisquito Creek. Maintenance and capital improvements within the zones are funded through property taxes that can only be used within that respective zone. Passage of AB 825 in 2019 transferred responsibility for the flood zones to the Flood and Sea Level Rise Resiliency District and governance to its Board.

The Colma Creek Flood Control Zone was created in 1964 to alleviate flooding in the City of South San Francisco. Projects within the Colma Creek Zone have benefited from funding by Caltrans, BART, and the issuance of bonds (that are now our District's responsibility). The San Bruno Creek Flood Control Zone has financed channel and culvert improvements in the lower reach of that Creek, helped finance drainage improvements downstream of El Camino Real, and maintenance of the channels and pump station in the City of San Bruno. The San Francisquito Creek Flood Control Zone finances creek improvements in cooperation with the San Francisquito Creek Joint Powers Authority (SFCJPA) and its member agencies, which include the cities of Palo Alto, East Palo Alto and Menlo Park, our District, and Santa Clara Valley Water District.

DISCUSSION

The preliminary draft budget reflects my proposed priorities for the District in FY 2020-21:

1. Initiate construction of the Bayfront Canal project.
2. Initiate design and environmental documentation of a restoration and regional stormwater project along Belmont Creek in Twin Pines Park.
3. In collaboration with other agencies, explore a regional effort that connects and advances projects from Colma Creek to Burlingame.
4. Explore partnerships with other agencies to advance a project along the Pacific Coast.
5. Within all three active flood control zones, continue maintenance activities; and initiate capital improvements within the zones for Colma Creek and San Francisquito Creek (led by the SFCJPA).
6. Achieve independence for District finances (other than finances related to flood control zones).

District Operating Budget

The starting point for the FY2020-21 budget will be the ending balance for the current fiscal year, estimated to be \$760,000 due to no overruns from FY2019-20, and untapped contingencies (which included \$500,000 in Measure K funding) and consultant support. The ending balance for FY2019-20 will be updated when the budget is submitted to the Board for approval in June.

Contributions for FY2019-20 from the 20 cities and the County have been received or are anticipated soon, and the FY2020-21 budget assumes receipt of the same \$1,495,000. At this time, the budget shows no outside revenue within the District's Regional Projects Implementation and Administration budget because work funded by the previous MOUs is largely complete, and new MOUs are needed to move forward with planning, design or construction. When each new MOU is adopted by the District Board, revenue will be appropriated so the District can be reimbursed for our consultant or contractor costs. We anticipate considerable revenue and expenses for the Bayfront Canal project this fiscal year, when the project is scheduled to advance to construction, and one issue already being discussed by the project partners is the District's limited ability to advance construction funding in advance of reimbursement.

District Operating Expenses – Estimated expenditures for FY2020-21 District Operations are summarized and described below.

Funding category	Estimated Expenditures	General Description
General Operations and Administration	\$918,000	Contracted human resources, annual audit, legal, and financial services; salary and benefits for the CEO and Senior Accountant; and a contract with the Clerk of the Board.
Regional Projects Implementation and Administration	\$572,000	Salary and benefits for a part-time Senior Project Manager and full time Associate Project Manager; consulting services for planning, environmental documentation and permitting, engineering, hydrology, and other skills needed to advance projects.
Countywide Projects and Financing Strategies	TBD	For plans related to countywide stormwater and financing strategies. Anticipated for FY2021-22.

The FY2020-21 estimated revenue is \$1,495,000, and estimated expenditures total \$1,490,000. At the end of FY2020-21, the District would have an estimated contingency reserves balance of at least \$760,000, which can be used for unanticipated or future expenses.

Flood Control Zones Budget

With the passage of AB 825, the District Board has assumed from the County the governance, project, and maintenance responsibility for the flood zones. While the District will approve the flood zone budget and decide on projects to move forward, through at least FY2020-21 the District will contract the County to provide engineering and maintenance services for the flood zones. The established flood control zones are funded primarily through property taxes; taxes collected in one zone must benefit that zone.

Property taxes within the flood zones are projected to be over \$3.7 million in FY 2020-21, as summarized in the following table.

Flood Zone	Estimated Revenue
Colma Creek	\$3,638,000
San Bruno Creek	\$324,000
San Francisquito Creek	\$372,000

Activities within all of the flood zones will continue to include on-going maintenance of the channels and pump stations. Approximately \$1.0 million is estimated in FY 2020-21 for contract County support. A capital improvement project (\$4 million) is planned within the Colma Creek zone. It was originally planned in FY 19-20 but is awaiting grant funding prior to proceeding. Just over \$1.5 million will be required for debt service within the Colma Creek Zone. The District’s share of funding for the San Francisquito Creek Joint Powers Authority (SFCJPA) is expected to increase from what is currently \$185,000 per year, with the final amount to be included in the District budget. The anticipated expenditures by flood control zone are summarized below.

Flood Zone	Estimated Expenditures
Colma Creek	\$8,978,000
San Bruno Creek	\$718,000
San Francisquito Creek	\$366,000

FISCAL IMPACT: There is no fiscal impact of this review of the preliminary draft budget.

ATTACHMENTS: None