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To join the meeting, click on:

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San Mateo County Flood & Sea Level Rise Resiliency District

BOARD OF DIRECTORS

County 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

AGENDA

May 24, 2021

4:00 PM

1. **Roll Call**
2. **Public Comment** Persons wishing to address the Board on District-related matters not on this Agenda may speak for up to two minutes; comments on Agenda items shall be heard during that item for up to two minutes.
3. **Action to Set the Agenda and Approve the Consent Agenda**
 - A. Approve the Minutes of the April 26, 2021 District Board Meeting
 - B. Adopt Resolution 2021-05-24 amending membership rules of the Colma Creek Flood Zone Advisory Committee
 - C. Approve the appointment of a new member to the Colma Creek Citizens Advisory Committee
 - D. Authorize the Chief Executive Officer to Enter Into an Agreement with the Town of Colma Regarding Maintenance of Portions of a Key Tributary of Colma Creek known as Old Colma Creek
4. **Regular Business**
 - A. Discuss the Fiscal Year 2020-21 Budgets, and the Fiscal Year 2021-22 Draft Budgets
5. **Chair's Report***
6. **CEO's Report***
7. **Board Member Reports and Items for a Future Agenda***
8. **Adjournment**

* There is no written staff report for this item

Meeting information, and public access and communications

- During the meeting, public comment can be submitted at the appropriate time via Zoom Chat or by raising your hand, speaking if joining by phone, or email to board@onshoreline.org prior to 12:00 pm on the meeting day; please indicate the agenda item to which your comment applies and it will be read or summarized at the meeting by the Board Clerk.
- If you require assistance to participate in the meeting or wish to submit written communication to all Board Members regarding the meeting, please contact the Clerk of the Board by 9:00 am on the day of the meeting.
- Public records relating to an open session item on the agenda are available at least 72 hours prior to a Regular Board meeting or at least 24 hours prior to a Special Board meeting, when these records are distributed to Board members. Public records are available at the District office at 1700 South El Camino Real, Suite 502, San Mateo, CA 94402 and at www.onshoreline.org. To receive these documents electronically, please email board@onshoreline.org.

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
Board of Directors meeting held remotely via Zoom
April 26, 2021
DRAFT - MINUTES

1. Roll Call

Chair Pine called the meeting to order at 4:00 p.m. via Zoom video conference software. Assistant Clerk of the Board of Supervisors Sukhmani Purewal took the roll call.

Directors Present:

Dave Pine, Representing Board of Supervisors, At Large (Chair)
Debbie Ruddock, Representing Pacific Coastside San Mateo County Cities (Vice 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

Staff Present:

Len Materman, Chief Executive Officer
Brian Kulich, Esq., Legal Counsel
Colin Martorana, Associate Project Manager
Lucy Dong, Finance Manager
Makena Wong, Associate Project Manager
Sukhmani Purewal, Assistant Clerk of the Board of Supervisors

2. Public Comment

None

3. Action to Set the Agenda and Approval the Consent Agenda

- A. Approve the Minutes of the March 22, 2021 District Board Meeting

Motion made by Director Ruddock and seconded by Director Horsley to set the agenda and approve consent agenda item:

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

Noes: None

Vote: 7-0-0

No written or verbal public comments.

4. Regular Business

- A. Adopt Resolution 2021-04-26 approving and adopting the Plans and Specifications for the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project

Mr. Len Materman provided the Board with an update on this project.

Other speakers on this item were: Directors Debbie Ruddock, Dave Pine, Lisa Gauthier, and Donna Colson, Legal Counsel Brian Kulich, and Sue Digre.

Several questions were asked regarding capping the soil excavation costs, the scope and guarantee of work, outreach to the communities, and whether regular updates will be provided to this Board regarding this project.

Motion made by Director Horsley and seconded by Director Papan to adopt resolution 2021-04-26:

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

Noes: None

Absent: None

Vote: 7-0-0

- B. Authorize the Chief Executive Officer to execute Agreement 2021-04-26-GRC with Granite Rock Company to construct the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project

Mr. Len Materman provided the following updates:

- On March 29, mandatory on-site pre-bid meeting took place with 7 prospective bidders in attendance.
- Today, April 26, authorization to approve contract award to the responsive low bidder is requested.
- Next week, a pre-construction meeting with the contractor is planned.

Other speakers on this item were: Directors Diane Papan, Maryann Moise Derwin, Lisa Gauthier, and Don Horsley.

Public Speaker(s): None

For the record, Director Donna Colson mentioned that her brother works for Granite Construction, which is separate from Granite Rock Company.

Motion made by Director Derwin and seconded by Director Papan to authorize the CEO to execute agreement 2021-04-26-GRC with Granite Rock Company:

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

Noes: None

Absent: None

Vote: 7-0-0

- C. Update on the activities of the Board of Directors Strategic Planning Committee*

Chair Pine and Mr. Materman provided the following updates:

- Committee consists of Directors Pine, Horsley, and Papan.
- Committee met in early October 2020 to develop a long-term stable source of funds for District operations, as well as project funding support.
- Of the options researched, only one provides long-term funds for operations and projects: a parcel tax through ballot measure.
- The committee broadened its discussion to building resilience to climate-driven wildfires in addition to sea level rise, coastal erosion, and flooding.
- Polling will be done soon to ascertain preferences of potential voters.

Other speakers on this item were: Directors Don Horsley, Diane Papan, Donna Colson, and Debbie Ruddock

Public Speaker(s): Brian Perkins, Matt Fabry (C/CAG San Mateo County), and Jerry Hearn.

5. **Chair's Report**

A. Appointment of CEO Performance Review Committee

Public Speaker(s): None

Motion by Director Pine, seconded by Director Gauthier to appoint Pine, Derwin, and Colson to the Ad Hoc CEO Performance Review Committee:

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

Noes: None

Absent: None

Vote: 7-0-0

Director Ruddock provided an update on SB 45 and AB 1500.

6. **CEO's Report**

Updates were provided by Mr. Materman on the following topics:

- Last week, he participated in two outreach events: a panel hosted by the Bay Bridge Chapter of the American Council of Engineering Companies, and a Burlingame Citizens Environmental Council meeting, along with Director Donna Colson.
- He will join a panel on climate change hosted by Assembly Speaker Pro Tem Kevin Mullin this Wednesday, April 28.
- On April 29, Director Gauthier and Mr. Materman will talk at the next forum that OneShoreline is hosting with the League of Women Voters, focused on East Palo Alto, Menlo Park and south Redwood City.
- After that, the next OneShoreline-League of Women Voter's Forum will focus on Countywide Wildfire Resilience, with Directors Horsley and Derwin will be on June 3 (more info. to come).
- A grant application submitted to Cal OES this week to protect Redwood Shores from SLR.
- State and federal update on Climate Resilience Bond and Biden Infrastructure Plan.

Public Speaker(s): None

7. **Board Members Reports and Items for a Future Agenda***

None

8. **Adjournment**

The meeting adjourned at 5:21 p.m.

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

Date: May 24, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Draft Resolution 2021-05-24 amending membership rules of the Colma Creek Flood Zone Advisory Committee

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt a resolution amending the membership rules of the Colma Creek Citizens Advisory Committee (“Committee”).

Background and Discussion:

Section 14 of the San Mateo County Flood Control District Act (“Section 14”) allows for the appointment of an advisory committee to represent the residents and property owners of a flood zone, as well as specifies the requirements for committee membership.

On January 15, 2002, the San Mateo County Board of Supervisors, acting as the governing board of the District, formalized the Committee and established standing rules for its governance. Following the District’s formation on January 1, 2020, the District Board passed Resolution 2020-1 on January 13, 2020, confirming it assumed the role of the Committee’s governing body and adopting revised standing rules for Committee governance. These revised standing rules provided that, unless specific exception is made by the Board, no member shall serve more than three consecutive full (four year) terms. The revised standing rules also provided that Committee membership consisted of nine voting members who are property owners residing within the flood zone – five city representatives (one from each of the five cities within the zone, appointed by the respective city council) and four “at large” members appointed by the Board.

Meanwhile, it has been difficult to attract new Committee members and long-serving members familiar with the history and local context of Colma Creek have provided valuable institutional knowledge. By enforcing term limits, the revised standing rules place unnecessary restrictions on community members that are qualified and willing to serve. In addition, constraints on where city-appointed representatives reside can impinge on each city’s ability to appoint its own representatives and are contrary to the more inclusive spirit of Section 14’s guiding legislation.

Therefore, staff recommends that the Board adopt draft Resolution 2021-05-24 (attached to this staff report) to amend the standing rules of the Colma Creek Advisory Committee to return to the broader membership guidelines in Section 14. Amendments include removing term limits and re-establishing Section 14’s requirements for committee membership: “at large” members appointed by the governing board shall be property owners residing within the zone and all city-appointed representatives shall be property owners residing within their respective city.

Fiscal Impact on District Resources: None

Attachment: Draft Resolution 2021-05-24



DRAFT RESOLUTION NO. 2021-05-24

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AMENDING MEMBERSHIP RULES OF THE
COLMA CREEK ADVISORY COMMITTEE**

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

WHEREAS, Section 14 of the San Mateo County Flood Control District Act (“Section 14”) provides that, whenever the District establishes any flood zone, it may appoint an advisory committee of not less than three persons to represent the residents and property owners of that zone; and

WHEREAS, Section 14 specifies the requirements for membership of a zone advisory committee created by the District; and

WHEREAS, Section 14 provides that any person who is a property owner residing in the zone may be appointed by the Board to the advisory committee for the zone, but the number of members appointed to the advisory committee by the Board shall number one less than the members appointed by city councils, as set forth below; and

WHEREAS, Section 14 further provides that the city council of each city which has part or all of its incorporated territory within the zone shall appoint one person who is a property owner residing within the respective city to the advisory committee for the zone; and

WHEREAS, the San Mateo County Board of Supervisors, while acting *ex officio* as the governing board of the District, established the Colma Creek Flood Zone; and

WHEREAS, the Colma Creek Flood Zone – the area of which is indicated on Attachment 1 – includes portions of the Cities of Pacifica, Daly City, San Bruno and South San Francisco and all of the Town of Colma (collectively, the “Cities”); and

WHEREAS, on January 15, 2002, the San Mateo County Board of Supervisors formalized the Colma Creek Advisory Committee and established standing rules for its membership and governance; and

WHEREAS, on January 13, 2020, the Board confirmed the continued appointment of the Colma Creek Advisory Committee and adopted revised standing rules for its membership and governance; and

WHEREAS, the revised standing rules of the Colma Creek Advisory Committee provide that, unless specific exception is made by the Board, no member shall serve more than three consecutive full (four year) terms; and

WHEREAS, the revised standing rules of the Colma Creek Advisory Committee also provide that membership shall consist of a total of nine (9) voting members, five (5) city representatives appointed by the city councils of the Cities and four (4) “at large” members appointed by the Board, and all members must be property owners residing within the Colma Creek Flood Zone; and

WHEREAS, the District and the Cities have found it difficult to attract new members to serve on the Colma Creek Advisory Committee; and

WHEREAS, the District also recognizes the stability and institutional knowledge brought by experienced members of the Colma Creek Advisory Committee; and

WHEREAS, the Board wishes to amend the standing rules of the Colma Creek Advisory Committee to increase flexibility regarding membership in a manner consistent with the requirements of Section 14.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby amends the standing rules of the Colma Creek Advisory Committee as follows:

1. Members of the Advisory Committee shall serve terms of four (4) years, which terms shall begin and end on February 1st. There is no limit on the number of terms that a member may be appointed to serve.

2. The membership of the Advisory Committee shall consist of a total of nine (9) voting members, consisting of five (5) city representative members, one from each city within the Colma Creek Flood Zone, and four (4) “at large” members. All “at large” members shall be property owners residing within the Colma Creek Flood Zone and all city representative members shall be property owners residing within their respective city.

PASSED AND ADOPTED this 24TH day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

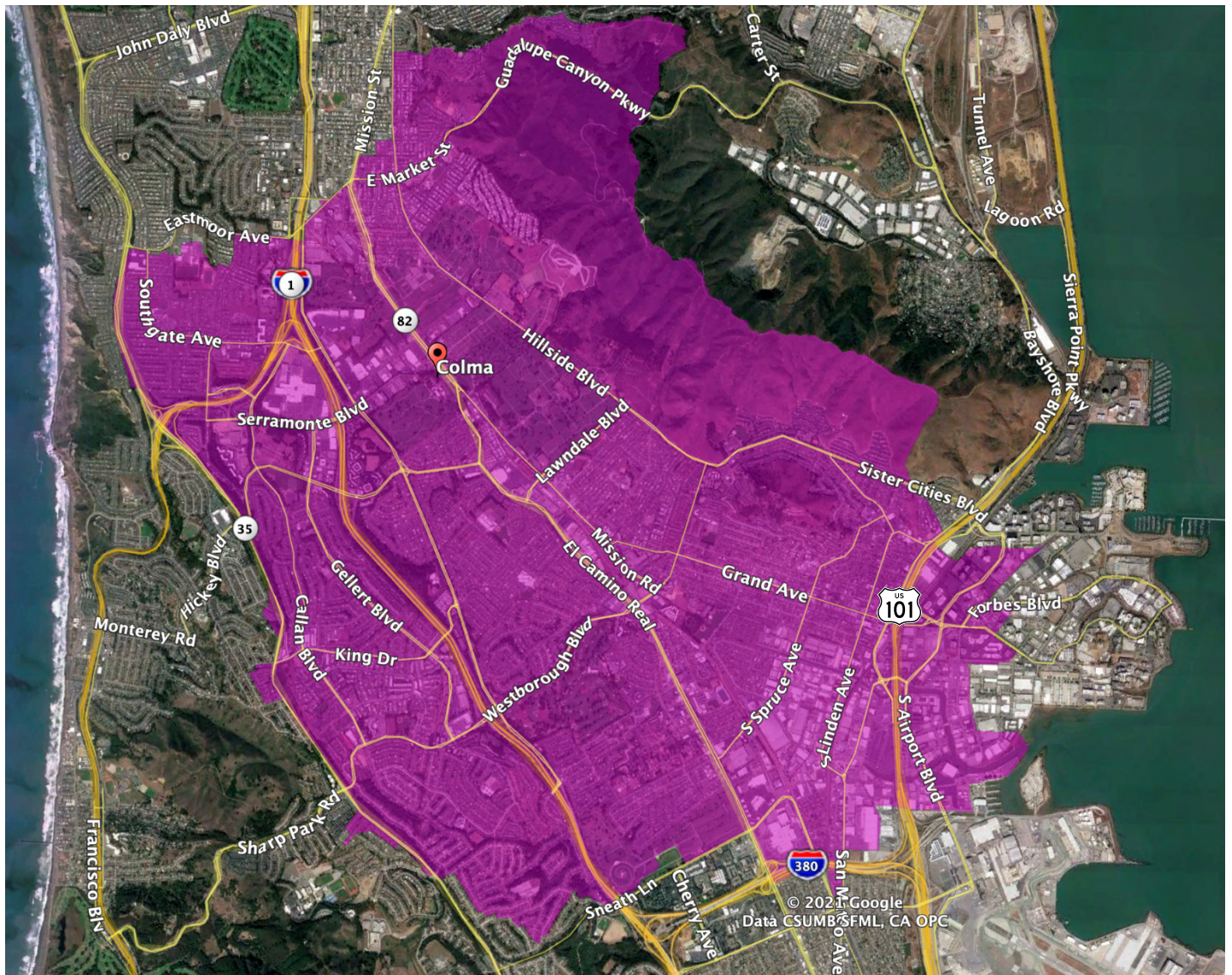
Clerk of the Board of Directors

Chair of the Board of Directors

Attachment 1: Colma Creek Flood Zone Map

ATTACHMENT 1 TO RESOLUTION 2021-05-24

COLMA CREEK FLOOD ZONE MAP



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

Date: May 24, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Approve the appointment of a new member to Colma Creek Citizens Advisory Committee

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) approve the appointment of the following “at large” member to the Colma Creek Citizens Advisory Committee (“Committee”):

- Richard Irli, from the City of South San Francisco, for the term expiring on March 31, 2025.

Background and Discussion:

Formalized by the San Mateo County Board of Supervisors in 2002, the Committee provides input and recommendations regarding the operations, maintenance, and capital improvements within the Colma Creek Flood Zone, which includes portions of the Cities of Daly City, Pacifica, San Bruno and South San Francisco and all of the Town of Colma (collectively, the “Cities”). The Committee meets quarterly and is staffed by the District, with support from staff of the County’s Department of Public Works and from the Cities. The Committee has nine voting members, including:

- five members appointed by the city council of each of the Cities, and
- four “at large” members appointed by the Board.

Following the District’s formation on January 1, 2020, the Board assumed the role of governing body of the Committee and responsibility for appointing at large members to it. The Board first acted on this authority by appointing Mr. Ryan Mayfield to the Committee at its February 22, 2021 meeting.

“At large” members of the Committee must be property owners residing within the Colma Creek Flood Zone and serve terms of four years. Mr. Richard Irli currently resides and owns property within the Colma Creek Flood Zone in the City of South San Francisco. He has served as an “at large” member for two terms and wishes to continue to serve on the Committee.

A list of the current Committee Members, including the proposed appointment of Mr. Irli, are included in the attached.

Fiscal Impact on District Resources:

There is no direct fiscal impact on District resources; Advisory Committee Members are not compensated for their service.

Attachment:

Table of Members of the Colma Creek Citizens Advisory Committee

Members of the Colma Creek Advisory Committee

Member Name/Designation	Appointed By	Member Since	Term Expiration
<i>City/Town Appointed Representatives (Members)</i>			
Helen Fisicaro, Town of Colma Representative	Colma Town Council	April 1, 2002	March 31, 2022
Sue Vaterlaus, City of Pacifica Representative	Pacifica City Council	April 1, 2018	March 31, 2024
Mike Futrell, City of South San Francisco Representative	South San Francisco City Council	July 23, 2014	March 31, 2022
Jovan Grogan, City of San Bruno Representative	San Bruno City Council	April 1, 2020	March 31, 2022
Raymond Buenaventura, City of Daly City Representative	Daly City Council	April 1, 2019	March 31, 2022
<i>Board Appointed Representatives (Members "At Large")</i>			
Gail DeFries, Town of Colma Member At Large	County Board of Supervisors	April 1, 2002	March 31, 2022
Edward Bortoli, City of South San Francisco Member At Large	County Board of Supervisors	December 31, 2014	March 31, 2022
Richard Irli, City of South San Francisco Member At Large	County Board of Supervisors (Next term: District Board Approval <i>Proposed</i>)	September 9, 2014	March 31, 2025 (if approved)
Ryan Mayfield, City of South San Francisco Member At Large	District Board	April 1, 2020	March 31, 2024

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

Date: May 24, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the Chief Executive Officer to Enter Into an Agreement with the Town of Colma Regarding Maintenance of Portions of a Key Tributary of Colma Creek known as Old Colma Creek

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the Chief Executive Officer (“CEO”) to enter into a Maintenance Agreement (“Tributary Agreement”) with the Town of Colma (“Town”) for maintenance of portions of Old Colma Creek (“Tributary”).

Background and Discussion:

At its March 22, 2021 meeting, the Board authorized the CEO to enter into an agreement with the Town of Colma regarding maintenance of portions of the Colma Creek Channel (“Colma Creek Agreement”). This agreement reimbursed the Town for maintenance activities in the Colma Creek Channel up to a not-to-exceed amount of \$50,000 until June 30, 2023. Staff now bring an agreement to the Board regarding a key tributary of Colma Creek. This Tributary Agreement has a narrower scope of activities, smaller not-to-exceed amount, and a different cost-sharing structure than the previous Colma Creek Agreement.

The Tributary is hydraulically connected to the Colma Creek Channel and helps manage stormwater overflows that exceed the capacity of the Channel. The portion of the Tributary in the Town (mapped in Exhibit A of the attached draft Tributary Agreement) is comprised of an open concrete-lined channel and a series of culverts that flows from the intersection of El Camino Real and F Street to the intersection of El Camino Real and Mission Road. At that point, flows enter the Colma Creek Channel through a District-owned diversion structure and excess flows remain in the Tributary until it reconnects to the Colma Creek Channel within the City of South San Francisco.

The Town has picked up trash and removed graffiti annually in the portions of the Tributary within the Town’s boundaries for over two decades, despite the fact that ownership of the channelized Tributary is unclear. Given that conditions in the upstream Tributary impacts water quality and flow levels in the Colma Creek Channel, the Town requests, and District staff recommends, that the District reimburse the Town for half of the cost to:

- pick up trash at accumulation sites;
- abate identified graffiti and vandalism according to best management practices;
- remove vegetation according to best management practices; and
- perform minor repairs to facilities located in and immediately adjacent to the Tributary.

Before any costs are eligible for District reimbursement, the Town must secure all necessary land rights and permits to work in the Tributary. The District will reimburse the Town for 50% of costs (up to \$20,000) related to the above activities through June 30, 2023 unless the Tributary Agreement is terminated by either party.

Fiscal Impact on District Resources:

This Tributary Agreement includes a not-to-exceed amount of \$20,000 in payments to the Town using District funds secured through property tax revenue from the Colma Creek Flood Zone. In addition, Flood Zone funds would cover the time spent on activities described in the Tributary Agreement by District staff and by County staff working on behalf of the District.

Attachment:

Draft Tributary Agreement (Agreement with the Town of Colma Regarding Old Colma Creek Maintenance)

DRAFT

**AGREEMENT
between the
TOWN OF COLMA
and the
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
REGARDING OLD COLMA CREEK MAINTENANCE**

This Agreement, made and entered into this _____ day of _____, 2021, is by and between the Town of Colma (“Town”), a municipal corporation of the State of California, and the San Mateo County Flood and Sea Level Rise Resiliency District ("District"), a special district in San Mateo County, State of California.

WHEREAS, the Town has provided services on an annual basis to maintain Old Colma Creek for over 25 years; and

WHEREAS, the Town and District have identified a need for a collaborative effort and sharing of resources in vegetation management, graffiti abatement, minor maintenance, and the collection and disposal of trash and debris deposited in and around the Old Colma Creek in the Town; and

WHEREAS, trash in the creeks and waterways is detrimental to the community and to the environment; and

WHEREAS, Old Colma Creek is a tributary to Colma Creek, and is therefore hydraulically connected to important flood control infrastructure in the region and collaboration between the parties improves the ability to monitor and control upstream water quality and flow conditions that ultimately impact the Colma Creek Channel; and

WHEREAS, the Town and District have implemented programs that include the removal of trash along creeks and waterways to comply with National Pollutant Discharge Elimination System (NPDES) Municipal Regional Stormwater Permit issued by the San Francisco Bay Regional Water Quality Control Board (Order R2-2009-0074, NPDES Permit No. CAS612008, October 14, 2009); and

WHEREAS, the Town has the resources and current programs to assist in the management of graffiti, illegal dumping, and trash collection in and around the Old Colma Creek in the Town; and

WHEREAS, the Town and District desire to enter into an Agreement to utilize Town resources for vegetation management, graffiti abatement, minor maintenance, and the collection and disposal of trash and debris deposited in and around the Old Colma Creek in the Town; and

WHEREAS, the Town and District are government agencies duly authorized and existing under the laws of the State of California, and situated within the boundaries of the County of San Mateo; and

WHEREAS, Government Code section 54981 allows the legislative body of any local government agency to contract with another agency for performance of municipal services or functions; and

WHEREAS, Government Code section 6502 provides that, if authorized by their legislative or other governing bodies, two or more public agencies may by agreement jointly exercise any power common to the parties.

NOW, THEREFORE, in consideration of their mutual covenants in this Agreement, the TOWN and DISTRICT agree as follows:

I. DEFINITIONS

- A. Graffiti Abatement** – Abatement of graffiti and vandalism that follow proper best management practices (BMPs) to ensure compliance with water quality laws and regulations, including, but not limited to, BMPs for methods of proper capture and disposal of wastes generated during graffiti removal activities.
- B. Grit and Screenings** - Grit includes sand, gravel, cinder, or other heavy solid materials that are “heavier” (higher specific gravity) than the organic biodegradable solids in wastewater. Grit also includes eggshells, bone chips, seeds, coffee grounds, and large organic particles, such as food waste. Screenings are suspended solids or objects such as rags, paper, plastics, and metals to prevent damage and clogging of downstream equipment, piping, and appurtenances.
- C. Hazardous Waste** - A solid waste, or combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may: (i) cause, or significantly contribute to an increase in mortality, or an increase in serious irreversible, or incapacitating reversible illness; or (ii) pose a substantial, present, or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- D. Land Rights** – Recorded deed for property, either in form of fee title ownership or easement, or valid permit granting property access rights.
- E. Maintenance Activities** – Vegetation Management (as defined in Section I.K), Graffiti Abatement (as defined in Section I.A), Minor Maintenance (as defined in Section I.F below), and the collection and disposal of trash and debris deposited in and around the Old Colma Creek in the Town.
- F. Minor Maintenance** – Minor repairs to the following facilities in and around Old Colma Creek: fences, posts, cables, and gates; flap gates, valves, and other flow restriction devices; concrete or asphalt pavement/sidewalk.
- G. Old Colma Creek** – The Old Colma Creek is a key tributary to the Colma Creek Channel, comprised of an open concrete-lined channel and a series of culverts that primarily run along the western side of El Camino Real (see map in Exhibit A for reference). The portion of the Old Colma Creek in the Town starts near the corner of F Street and El Camino Real and flows downstream to a point where it crosses under El Camino Real near the intersection of El Camino Real and Mission Road. At this point, most flows in Old Colma Creek are redirected to the Colma Creek Channel (box culvert under Mission Road), while another portion of the tributary – kept in place to take the stormwater overflows that cannot be managed by the box culvert – runs behind the businesses on Mission Road. Old Colma Creek continues downstream beyond the Town’s boundaries and reconnects to the Colma Creek Channel upstream of McClellan Avenue, within the City of South San Francisco’s boundaries.
- H. Sewage Sludge** - Sewage sludge are nutrient-rich organic materials resulting from the treatment of domestic sewage in a wastewater treatment facility.
- I. Town Waste** - All wastes generated by or collected by the Town in the performance of all municipal services, including Grit and Screenings, but excluding Sewage Sludge or other residue from waste-water treatment facilities, and including, but not limited, to debris from street and sewer repairs and construction, debris from public and private lot clean-up

operations, tires from municipal vehicles, debris from street sweepings, grass clippings, leaves and tree trimmings from maintenance of Town parks, streets, median strips, and property, rock and concrete not exceeding a non-diagonal dimension of four (4) feet, asphalt pavement as found in streets, tree stumps and branches no more than eight (8) feet long and no more than two (2) feet in diameter, bulky wastes such as large appliances and furniture found in clean-up operations of real property, parks or other public or private lands, and other similar wastes generated by or collected by the Town. Except as provided in this Section I.I, Town Waste shall not include residential garbage and rubbish, or commercial garbage and rubbish that is generated by private individuals or private businesses and is regularly collected by the Town's waste hauler from private property.

- J. Trash** - All illegal dumping and improperly discarded waste material, including, but not limited to, Town Waste, shopping carts, tires, furniture, pallets, convenience food, beverage, and other product packages or containers constructed of steel, aluminum, glass, paper, plastic, and other natural and synthetic materials, thrown or deposited on the lands and waterways within the Town. For the purposes of this Agreement, Trash does not include sediment or vegetation, except for yard waste that is illegally disposed in or along the Colma Creek Flood Control Channel or Old Colma Creek, and also does not include Hazardous Waste or Universal Waste.
- K. Universal Waste** - Any of the following hazardous wastes that are subject to the universal waste requirements of 40 CFR part 273 or CCR Title 22, Division 4.5, Chapter 23, including: (1) Batteries as described in § 273.2; (2) Pesticides as described in § 273.3; (3) Mercury-containing equipment as described in § 273.4; and (4) Lamps as described in § 273.5. (source: 40 CFR §273.9)
- L. Vegetation Management** – Activities to remove vegetation that follow: (a) proper best management practices (BMPs) to ensure compliance with water quality laws and regulations, including, but not limited to, BMPs for methods of proper capture and disposal of debris generated during vegetation removal activities; and (b) proper herbicide use compliant with the NPDES requirements pursuant to the San Francisco Bay Municipal Regional Stormwater Permit.

II. TERMS AND CONDITIONS

A. Term of Agreement

The term of this Agreement shall be from the date first set forth above to June 30, 2023. This Agreement may be terminated pursuant to Section J of this Section II. Terms and Conditions.

B. Authorizations

The Town Manager is authorized to approve extensions to the term of this Agreement, to modify due dates, to resolve conflicts, or otherwise grant approvals on behalf of the Town, provided such approvals are not vested in the authority of the Town Council, and provided that any approval requiring payment of funds in excess of appropriated funds shall require Town Council approval of the appropriation of those funds.

The Chief Executive Officer of the District is authorized to approve the extension of the term of this Agreement, to modify due dates, to resolve conflicts, or otherwise grant approvals on behalf of District, provided that any approval requiring payment of funds in excess of appropriated funds requires approval of the appropriation of excess funds by the District Board of Directors.

C. Insurance

Each party shall maintain a program of insurance, including self-insurance authorized by the California Government Code, or excess insurance, or any combination thereof, and shall name the other party as an additional insured thereto to protect against any liability for bodily injury or property damage arising out of, or in connection with, the performance of the insuring party, its appointed or elected officials, officers, agents, and employees, under this Agreement. The liability coverage under such program of insurance, including self-insurance, or excess insurance shall not be less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence. Each party shall supply a certificate of insurance or self-insurance to the other party on or before the time of execution of this Agreement. Each party shall notify the other party in writing prior to any termination of such self-insurance program.

D. Indemnification

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 and all 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. The mutual indemnification obligations under this Agreement are subject to the principles of comparative negligence, and each party shall bear the proportionate cost of any loss, damage, expense or liability attributable to that party's negligence. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify, defend and hold harmless the other parties from that share. Notwithstanding the above, no party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct.

E. Amendment

This Agreement may be amended at any time upon the written mutual approval of the parties.

F. Notices

Any and all notices required to be given hereunder shall be provided by United States mail, postage prepaid, addressed to either of the parties at the following address or such other address as is provided by either party in writing:

To Town: Town of Colma 1188 El Camino Real Colma, CA 94014 Attn: Brian Dossey, City Manager	To District: San Mateo County Flood and Sea Level Rise Resiliency District 1700 S. El Camino Real, Suite 502 San Mateo, CA Attn: Len Materman, Chief Executive Officer
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Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

G. Severability

If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

H. Entire Agreement

This Agreement, together with Exhibit A and Exhibit B attached hereto and incorporated herein, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents, and discussions pertaining thereto.

I. Debt Limitation

The Town and District are both subject to laws or policies which limit their ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the Town or District to appropriate funds for purposes of this Agreement.

J. Termination

Either party may terminate this Agreement without cause by providing the other party with written notice of termination, no less than thirty (30) days prior to the effective date of termination. Town shall be compensated for those services, including, but not limited to, Maintenance Activities, performed prior to the effective date of termination and any and all costs related to terminating its contractors.

K. Conflict of Interest

The Town and the District shall each avoid all conflicts of interest in the performance of this Agreement and shall immediately notify the other should a conflict of interest arise that would prohibit or impair the party's ability to perform under this Agreement.

L. Non-Discrimination

Neither the Town nor District will discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identification, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

M. Limitations

Sites that may require the performance of the Maintenance Activities under the terms of this Agreement must satisfy all of the following: (i) be located within the limits of the Town and in or immediately adjacent to Old Colma Creek (as depicted in Exhibit A), and (ii) be subject to Town and/or District Land Rights. Other sites not meeting the requirements of this subsection are not covered under this Agreement.

N. Land Rights

The Town and District agree that the Town must secure any/all necessary Land Rights to work in Old Colma Creek before the costs related to Maintenance Activities adjacent to Old Colma Creek are eligible for reimbursement. While the relevant Land Rights may not be obtained at the time the Agreement is executed, once they are obtained and Exhibit A is updated accordingly, the Maintenance Activities adjacent to Old Colma Creek will then be eligible under this Agreement.

O. Disputes

The Town and District agree that, with regard to all disputes or disagreements arising under this Agreement which are not resolved informally at the staff level after a good faith attempt by both parties, the parties may, at their sole and mutual discretion, agree to engage in mediation. The costs of the mediation shall be divided equally between the parties, unless otherwise agreed.

P. Payment for Services

In consideration of the services provided by the Town or the Town's contractors within sites subject to District's Land Rights as depicted on Exhibit A in accordance with all terms, conditions, and scope set forth herein, the District shall make payment to the Town based on the rates and in the manner specified. The District shall reimburse the Town for 50% of its costs related to Maintenance Activities adjacent to the Old Colma Creek (Exhibit A). The Town shall submit an invoice to the District upon completion of District-authorized work. Said invoice shall include an accounting of all charges for personnel, material, equipment, and/or outside services which the Town shall have used for the performance of the work and a description of the work performed including dates of the work performed. Payments shall be in accordance with the rates described in Exhibit B. Every July 1, the Town may notify the District in writing of any rate adjustments as identified in Exhibit B. Rate adjustments are subject to District approval. District shall make payment within thirty (30) days of receipt of invoice. In no event shall District's total fiscal obligation under the term of this Agreement exceed Twenty Thousand Dollars and No/100s (\$20,000.00). Invoices shall be submitted on a monthly basis whenever work is performed under this Agreement.

Q. Miscellaneous Provisions

Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement

and the satisfaction of the conditions of this Agreement. Each party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement. The parties agree and intend that the parties are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship, or association between them. There are no intended third-party beneficiaries of any right or obligation of the parties.

III. SCOPE

A. **Agreement Administration: Environmental Permitting**

Town is responsible for obtaining and paying all fees for all permits required for Maintenance Activities in and around the Old Colma Creek and shall furnish copies of all such permits to District prior to the commencement of any work.

B. **Maintenance Activities Along Old Colma Creek**

For sites within the limits of the Town that are in or immediately adjacent to Old Colma Creek (as depicted in Exhibit A), and subject to Town and/or District Land Rights, the Town is responsible for all Maintenance Activities.

Reimbursement for actual costs shall be in accordance with the terms under Section II.P, "Payment for Services".

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement.

“Town”
TOWN OF COLMA,
a California municipal corporation

“District”
SAN MATEO COUNTY FLOOD AND
SEA LEVEL RISE RESILIENCY
DISTRICT

By: _____
Diana Colvin, Mayor

By: _____
Len Materman, Chief Executive Officer

Date: _____

Date: _____

Authorized by
Resolution No.: _____

By: _____
City Clerk

Adopted: _____, 2021

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christopher Diaz, Town Attorney

Brian E. Kulich, District Legal Counsel

Date: _____

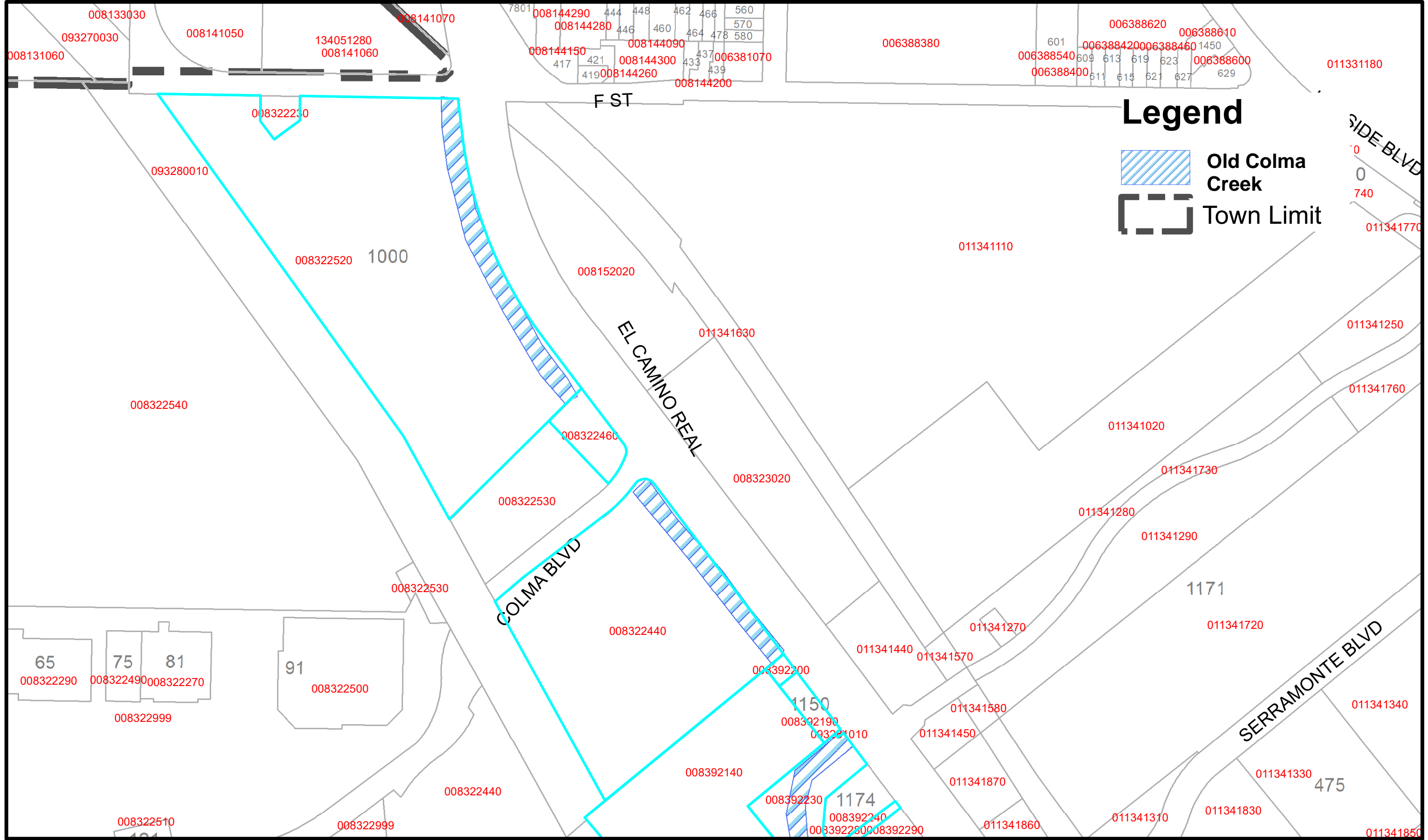
Date: _____

EXHIBITS:

- A – Old Colma Creek Map
- B – Town of Colma Labor, Material, and Equipment Rates

EXHIBIT "A"

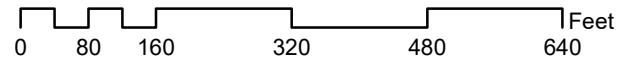
OLD COLMA CREEK MAP



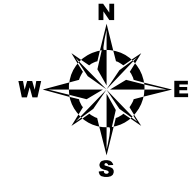
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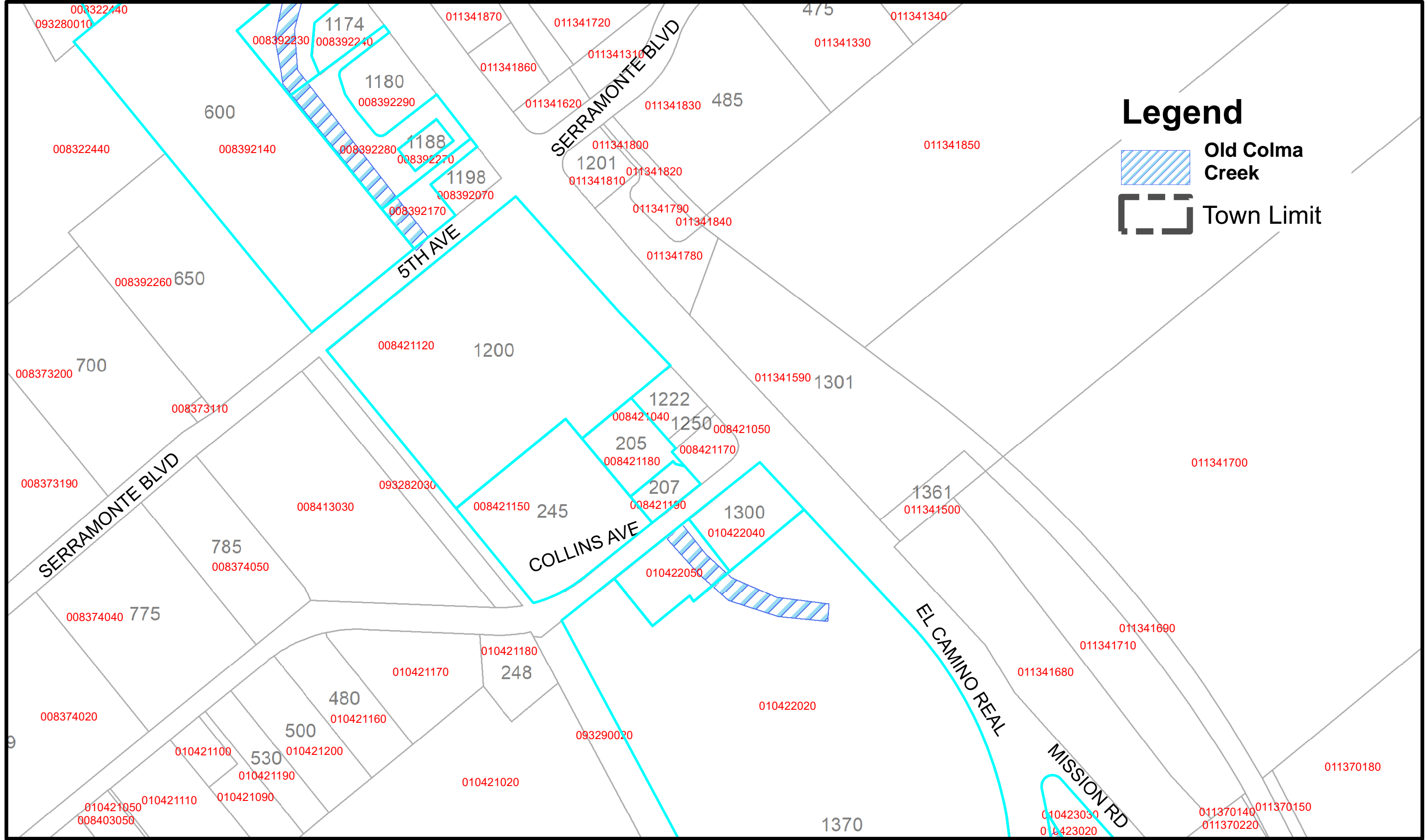
-  Old Colma Creek
-  Town Limit

Date: 3/16/2021




Town of Colma Properties adjacent to Old Colma Creek

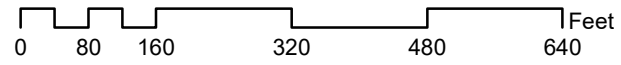




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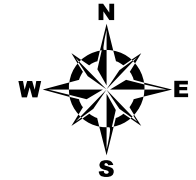
-  Old Colma Creek
-  Town Limit

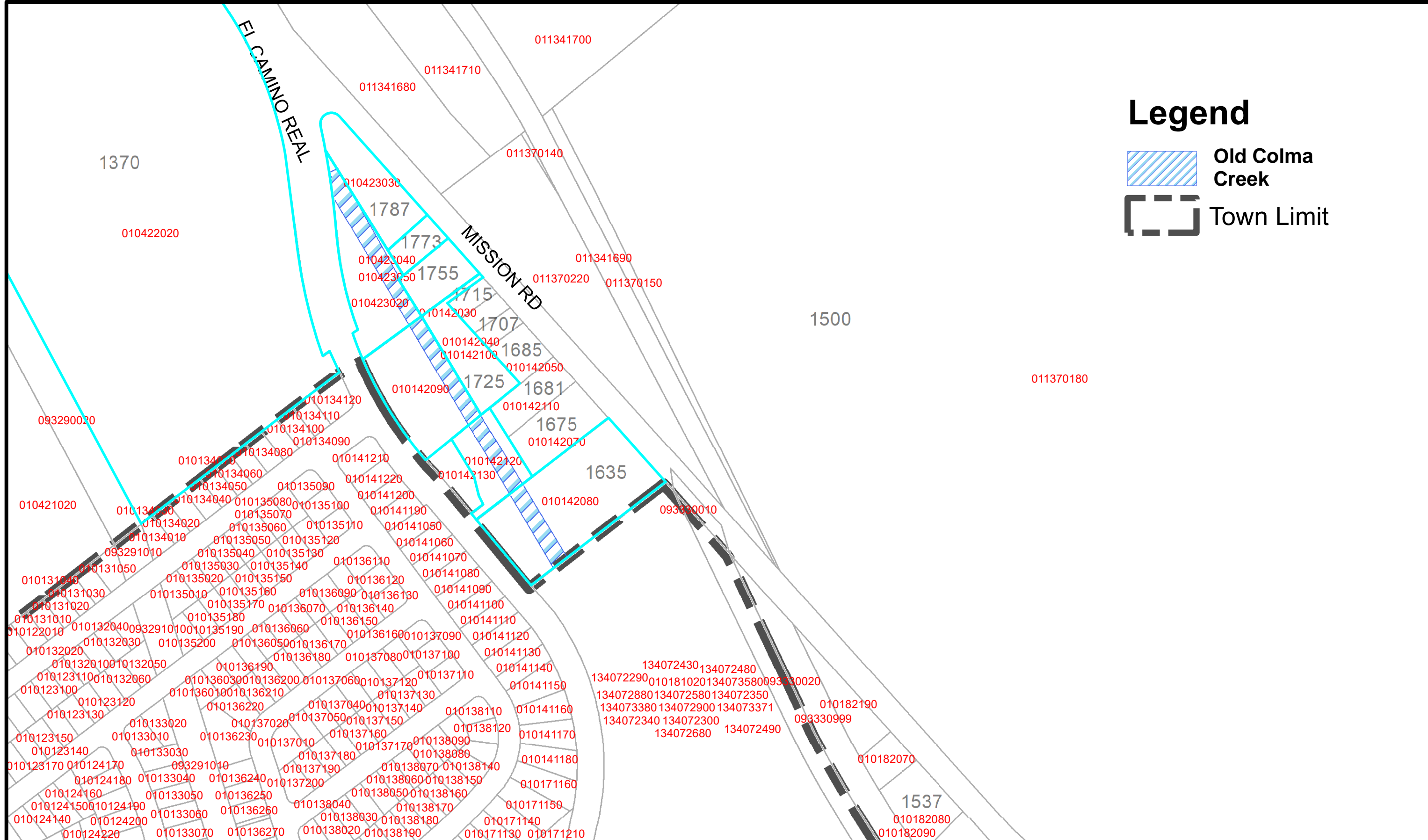
Date: 3/16/2021



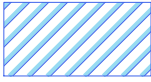

Town of Colma

Properties adjacent to Old Colma Creek

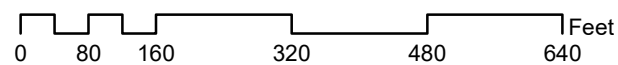




Legend

-  Old Colma Creek
-  Town Limit

Date: 3/16/2021



Town of Colma

Properties adjacent to Old Colma Creek

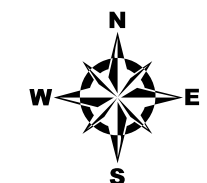


EXHIBIT "B"

TOWN OF COLMA

LABOR, MATERIALS, AND EQUIPMENT RATES

Position	Hourly Charge
Senior Engineer	\$199.00
Public Works Maintenance	\$ 66.15
Equipment (Caltrans Rate Description)	Per Caltrans Posted Rates
Rental of equipment	At Cost
Contract Services	At Cost

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

Date: May 24, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Discuss the Fiscal Year 2020-21 Budgets, and the Fiscal Year 2021-22 Draft Budgets

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) receive a report on and discuss the Fiscal Year (“FY”) 2020-21 Operating Budget and Budget for Active Flood Zones, and the Draft Fiscal Year 2021-22 Operating Budget, Capital Projects Budget, and Budget for Active Flood Zones. No action by the Board is recommended at this time.

Background and Discussion:

Each year by June 30, the Board must adopt an annual budget of revenues and expenses for the next fiscal year beginning July 1 that reflects our staffing and priorities. For the District’s first budget (FY2020-21) approved by the Board on June 8, 2020, this constituted an Operating Budget that included project-related activity outside of the three long-standing active flood zones along Colma, San Bruno, and San Francisquito creeks, and a Budget for Active Flood Zones to cover activities within those zones, both of which are attached to this Agenda Report. Since that time, the District has embarked on several regional projects and awarded a contract to begin construction of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project. Thus, it makes sense to create a separate Capital Projects Budget for the District (that may, in the future, include activities related to Active Flood Zones).

At this May 24 Board meeting, I plan to present and seek Board and public input on a:

- comparison of the approved FY2020-21 Operating Budget with the estimated fiscal year-end expenses,
- high-level draft FY2021-22 Operating Budget,
- high-level draft FY2021-22 Budget for Active Flood Zones,
- high-level draft FY2021-22 Capital Projects Budget, and
- summary of the year-end balance (reserves) for the District’s first two fiscal years (the second half of FY2019-20, as it began operating January 1, 2020, and FY2020-21) and our projected year-end balance for the next three fiscal years (FY2021-22, FY2022-23, and FY2023-24).

Based on the input received at the May 24 Board meeting, we will develop detailed FY2021-22 budgets for approval at the June 28 Board meeting.

Fiscal Impact on District Resources:

There is no impact on District resources to review the current and draft budgets.

Attachment:

Fiscal Year 2020-21 Operating Budget and Budget for Active Flood Zones, approved by the Board on June 8, 2020.

San Mateo County Flood & Sea Level Rise Resiliency District

Fiscal Year 2020-21 Operating Budget - *Approved June 8, 2020*

Budget Item	General Operations & Admin	Regional Projects Admin
REVENUE		
County and City Contributions	1,495,000	0
Interest Earned	500	0
Revenue	1,495,500	0
Total Revenue - All Sources	1,495,500	
EXPENSES		
<i>Personnel</i>		
Salary & Related Costs	334,341	161,791
Medicare and Social Security	20,593	14,948
Retirement Benefits	52,207	15,900
Medical, Dental, Vision Benefits	38,977	25,134
Contribution to Insurance Plans	2,437	1,922
Total Personnel Costs	448,555	219,694
<i>General Operations & Support</i>		
Office Lease and Supplies	108,632	0
Computers and Software	5,500	2,500
Advertising and Legal Notices	4,700	1,500
Meetings and Travel	8,600	0
Payroll and Administration Services	95,600	0
Contract - Legal Services	75,000	0
Contract - Audit Services	55,000	0
Contract - County Financial Services	140,000	0
Contract - Engineering Services	0	173,419
Contract - Planning Services	0	100,000
Outreach/Funding Option Development	0	55,000
Total Operations and Support	493,032	332,419
Total Expenses	941,587	552,113
Combined Total Expenses	1,493,700	
Total Revenue minus Total Expenses	1,800	
Estimated carryover of FY2019-20 fund balance	890,000	
Estimated reserves at conclusion of FY2020-21	891,800	

San Mateo County Flood & Sea Level Rise Resiliency District

Fiscal Year 2020-21 Budget for Active Flood Zones - Approved June 8, 2020

Budget Item	Colma Creek	San Bruno Creek	San Francisquito Creek
Reserves Fund Balance	22,076,483	2,993,142	874,353
REVENUE			
Taxes	3,280,160	278,289	351,045
Rent and Interest income	343,000	44,500	20,000
Homeowners Property Tax Relief	2,998	1,259	1,304
Total Revenue	3,638,239	324,048	372,349
Total Revenue plus Fund Balance	25,714,722	3,317,190	1,246,702
EXPENSES			
<i>Services and Supplies provide by County</i>			
Administrative Expenses	59,200	16,000	2,000
Maintenance Supplies and Services	14,000	173,000	0
Equipment and Other Rentals	2,000	20,620	0
Utilities	0	14,500	0
Employee Reimbursible Expenses	1,600	0	0
Contract Engineering	790,500	357,700	25,000
Contract Planning and Environmental	200,000	0	0
Contract Construction	300,000	100,000	0
Other Contract Services	198,534	26,692	8,775
Other Special District Expense	235,000	12,500	19,000
Total Services and Supplies	1,800,834	721,012	54,775
Capital project costs	4,000,000	0	0
Debt Service	1,515,650	0	0
<i>Other Charges</i>			
Contracts with other agencies	1,700,000	0	0
Annual contribution to SFCJPA	0	0	308,000
Other Fees	349	0	0
General Liability Insurance	5,000	1,300	0
Total Other Charges	1,705,349	1,300	308,000
Total Expenses	9,021,833	722,312	362,775
Reserves at conclusion of FY2020-21	16,692,889	2,594,878	883,927