



This meeting will be held remotely, with no physical meeting location, pursuant to Government Code Section 54953(e).

Members of the public may join the meeting by clicking on the following link:

<https://smcgov.zoom.us/j/91254084300>

or by calling 669-900-6833, Meeting ID# 91254084300

**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

October 25, 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 August 23, 2021 District Board Meeting
- B. Adopt Resolution 2021-10-25 to continue conducting meetings of the Board of Directors remotely due to public health concerns caused by the COVID-19 pandemic

4. Regular Business

- A. Authorize the CEO to execute a grant agreement with San Mateo County for \$1,000,000 through June 30, 2023
- B. Update regarding planning and zoning of cities along San Francisco Bay to build resilience to future conditions brought by climate change

5. Chair's Report *

6. CEO's Report *

Updates regarding Bayfront Canal and Atherton Channel Project, District recruitment for a Project Manager, and outreach, including the conclusion of Climate Risk and Resilience Forums with the League of Women Voters

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@OneShoreline.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 OneShoreline.org. To receive these documents electronically, please email board@OneShoreline.org.

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

ITEM 3.A

Board of Directors meeting held remotely via Zoom

August 23, 2021

DRAFT - MINUTES

1. Roll Call

Chair Pine called the meeting to order at 4:02 p.m. via Zoom video conference software. Interim Clerk of the Board 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)
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

Director(s) Absent:

Donna Colson, Representing Northern San Mateo County cities

Staff Present:

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

2. Public Comment

None

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

- A. Approve the Minutes of the May 24, 2021, June 28, 2021, July 22, 2021 District Board Meetings

Public Speaker(s): None

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

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

Noes: None

Absent: Colson

Vote: 6-0-1

4. Regular Business

- A. Discuss the San Mateo County Civil Grand Jury Report titled "San Mateo County: California's Ground Zero for Sea Level Rise" released on August 11, 2021 and requiring a District Board response

Director Colson arrived to the virtual meeting at 4:06 p.m.

Mr. Materman discussed the Grand Jury Report, which concluded with two Best Practices, 13 Findings, and 4 Recommendations. The report describes the following: 1. The scale of the Sea Level Rise (SLR) problem in the County; 2. The fundamental options for addressing the problem; 3. Other efforts to documented SLR since the Grand Jury last addressed the issue in 2015; 4. The origins, governance, and objectives of OneShoreline, and its first year activities; 5. Potential roles for OneShoreline and the funding of its operations and projects; 6. The lengthy process to secure environmental regulatory permits; 7. The role of Army Corps of Engineers, FEMA, and other federal and state agencies; and 8. The level of awareness among cities to this threat.

Other speakers on this item: Board members Don Horsley, Maryann Derwin, Donna Colson, Debbie Ruddock, Dave Pine, and Diana Papan, and legal counsel Brian Kulich.

Public Speaker(s): Brian Perkins and Sue Digre

B. Approve an updated Procurement and Contracting Policy for the District

Mr. Materman provided background regarding this policy. On January 13, 2020, the District Board adopted Admin Memo No. 1 establishing the District's policies and procedures surrounding procurement, solicitation and contracts. During this time, the finances were overseen by County Controller's Office. With the District now controlling its finances, staff is proposing an updated Procurement and Contracting Policy. Some of the changes include: 1. Eliminating the distinction between contracts for flood zone maintenance/operations and other District contracts to allow for greater oversight and savings associated with those contracts; 2. Providing authority for the CEO to execute small contracts, including increasing authority from \$25,000 to \$75,000 for contracts except public works construction contracts governed by Public Contract Code; 3. Increasing the amount of goods or services from \$5,000 to \$15,000 whereby a statement of work can be approved by the CEO without executing a formal contract (unless required by law); 4. In case of emergency, the CEO may authorize expenditures above \$75,000 without a competitive solicitation and must notify the Board of any such expenditures at the next regularly scheduled Board meeting.

Motion made by Director Horsley and seconded by Director Gauthier to approve an updated Procurement and Contracting Policy for the District:

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

Noes: None

Absent: None

Vote: 7-0-0

C. Discuss the creation of objectives and standards of the District and cities related to sea level rise for new development along and near the San Francisco Bay shoreline

Mr. Materman mentioned that cities continually receive, evaluate, and approve new development proposals. If the location of a proposed building is in the FEMA flood zone, cities can impose requirements so that a building's first floor or infrastructure is above the FEMA 100-year flood elevation.

In addition, some cities are or will soon be updating their General Plans or Specific Plans, presenting opportunities to incorporate sea level rise considerations into the vision of a City's future.

OneShoreline has engaged with 3 cities so far: South San Francisco, Burlingame, and Redwood City.

Other speakers on this item: Debbie Ruddock, Dave Pine, Lisa Gauthier, and Donna Colson.

5. **Chair's Report**

Director Dave Pine mentioned that the Strategic Planning Committee is continuing to meet and have discussions on a possible countywide parcel tax to fund District operations and other climate resilience activities.

Public Speaker(s): None

6. **CEO's Report**

Mr. Len Materman provided report on the following:

- Update on Bayfront Canal and Atherton Channel Project construction
- Upcoming community meetings and outreach will be done at the following dates/times/locations: Redwood City's City Council on 8/23 at 6 p.m.; Council of Cities meeting in Half Moon Bay on 8/27; League of Women Voters – North County Bayside on 9/9; and Brisbane City Council on 9/23.

Public Speaker(s): None

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

None

8. **Adjournment**

The meeting adjourned at 5:33 p.m.

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

Date: October 25, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Continued remote meetings due to public health concerns caused by the COVID-19 Pandemic

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2021-10-25 finding that COVID-19 continues to present imminent risks to health or safety of attending in-person meetings and thus the Board will continue for the next 30 days to conduct its meetings remotely.

Background and Discussion

As discussed at the Board’s September 27 meeting, last month Governor Newsom signed into law Assembly Bill 361 (“AB 361”), which sets forth remote meeting requirements and procedures for local legislative bodies during a proclaimed state of emergency. AB 361 allows a local legislative body to continue holding remote meetings between October 1, 2021 and January 1, 2024 under the following circumstances:

- Automatically whenever the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
- When the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- When the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

If the state of emergency remains in place, the Board must make similar findings by majority vote *every 30 days* in order to continue holding remote meetings.

Once the Board complies with AB 361, the following Brown Act rules for remote meetings are suspended: that the Board make available a physical location to observe the meeting or to make public comment, and each teleconference location has posted notices or agendas, is accessible to the public, and is identified by address on the agenda. In addition, the following procedures apply to the remote meetings:

- AB 361 forbids agencies from requiring public comment to be submitted in advance (for example via email), and requires an opportunity to address the public/Board in real-time.
- AB 361 regulates, for the first time, the rules and procedures for opening and closing a public comment period for agenda items. Specifically, a reasonable time for indicating a desire to comment (i.e., to use the “raise hand” feature in Zoom) must be provided.
- AB 361 prohibits agencies from taking action on agenda items when there is a disruption or technical failure on the agency’s end which prevents the public from making comments during the meeting until public access is restored, and creates a cause of action to challenge actions taken while access is unavailable.
- Notwithstanding Brown Act prohibitions on requiring attendees to register their names as a condition of meeting attendance, AB 361 expressly authorizes agencies to use third-party teleconference platforms that require registration (i.e., Zoom requiring an attendee to include their email).

Currently, the COVID-19-related declared state of emergency remains in place, but the local health officer has not “imposed or recommended measures to promote social distancing” and the state’s website indicates that social distancing “requirements” are no longer in effect, except for events with over 1,000 people.

Therefore, under AB 361, the Board’s ability to hold remote meetings is not automatically extended and, in order to continue holding remote meetings for the next 30 days, the Board must determine, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Both the California Department of Public Health and the United States Centers for Disease Control and Prevention caution that the Delta variant of COVID-19 is more transmissible than prior variants, may cause more severe illness, and even fully-vaccinated individuals can spread the virus to others. Thus, reducing the circumstances under which individuals come into close contact with each other indoors remains a vital component of the strategy to reduce the spread of COVID-19.

Indoor public meetings of the District Board pose particularly high risks for transmission of COVID-19, as such meetings would bring together residents from across the County and the open nature of public meetings makes it difficult to enforce compliance with vaccination, physical distancing, masking, and other safety measures essential to enabling that all residents — including those who are unvaccinated or with compromised immune systems — can safely participate.

Therefore, it is recommended that the Board invoke the provisions of AB 361 by adopting draft Resolution 2021-10-25 to allow its own meetings and any upcoming meetings of its committees to continue to meet remotely for the next 30 days.

Impact on District Resources: There is no impact on District resources associated with this item.

Attachment: Draft Resolution 2021-10-25

DRAFT



RESOLUTION NO. 2021-10-25

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
FINDING THAT, AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC
STATE OF EMERGENCY, MEETING IN PERSON WOULD PRESENT IMMINENT RISKS
TO THE HEALTH OR SAFETY OF ATTENDEES**

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

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8550, *et seq.*, Governor Newsom proclaimed a state of emergency related to the COVID-19 novel coronavirus (“COVID-19”) and, subsequently, the San Mateo County Board of Supervisors declared a local emergency related to COVID-19, and the proclamation by the Governor and declaration by the Board of Supervisors remain in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions in the California Open Meeting Law, codified at Government Code Section 54950, *et seq.* (the “Brown Act”), related to teleconferencing by local agency legislative bodies, provided that certain requirements were met and followed; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended certain provisions of Executive Order N-29-20 that waive otherwise applicable Brown Act requirements related to remote/teleconference meetings by local agency legislative bodies through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill 361 (“AB 361”) which provides that a local agency legislative body may continue to meet remotely without complying with otherwise applicable requirements in the Brown Act related to remote/teleconference meetings, provided that a state of emergency has been proclaimed and the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and provided that the legislative body makes such finding at least every 30 days during the term of the proclaimed state of emergency; and

WHEREAS, the California Department of Public Health and the United States Centers for Disease Control and Prevention caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, that it may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others, resulting in rapid and alarming rates of COVID-19 cases and hospitalizations; and

WHEREAS, the District has an important interest in protecting the health and safety of those who participate in its meetings; and

WHEREAS, the COVID-19 pandemic has informed legislative bodies about the unique advantages of remote public meetings, as well as the unique challenges, which are frequently surmountable; and

WHEREAS, this Board concludes that there is a continuing threat of COVID-19 to the community, that in-person meetings of the Board and its committees (collectively, “Legislative Bodies”) pose risks to the health or safety of participants through person-to-person contact and make it difficult for those who are immunocompromised or unvaccinated to be able to safely participate, and that it is challenging to ascertain and ensure compliance with vaccination and other safety recommendations at such meetings.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. The above recitals are true and correct.
2. The Board finds that meeting in person would present imminent risks to the health or safety of meeting attendees and directs staff to continue to agendize public meetings of the District's Legislative Bodies only as online teleconference/remote meetings.
3. Staff is directed to return to this Board in a public meeting no later than 30 days after the date of adoption of this resolution with an item for the Board to consider regarding whether to make the findings required by AB 361 in order to continue meeting remotely under its provisions.

PASSED AND ADOPTED this 25th day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

Clerk of the Board of Directors

Chair of the Board of Directors

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

Date: October 25, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the CEO to execute a grant agreement with the County of San Mateo for \$1,000,000 through June 30, 2023

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the CEO to execute a grant agreement with the County of San Mateo (“County”) for \$1,000,000 through June 30, 2023.

Background and Discussion

Earlier this year, the County Board of Supervisors allocated \$1 million in Measure K funds to the District to augment other funds from the County and all 20 cities within the County for District operations.

Since the approval of that Measure K allocation, the District has been working with County staff on an agreement to outline the terms of the disbursement. The result of that effort is the draft agreement attached to this Agenda Report, which includes the following key provisions:

- The term of the agreement would extend from the date of approval by the County Board of Supervisors (expected November 9, 2021) until June 30, 2023 (to align with the County’s two-year budget cycle).
- The funds are expected to be transferred to the District in four payments: \$100,000 upon execution of the agreement, and three payments of \$300,000 — the first after 6 months, the second after 12 months, and the third and final payment after 18 months — based on District invoices that include a 2-3 page report detailing the District’s ability to achieve specific milestones regarding the following efforts:
 - Complete construction of, and maintain, the District’s Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project, funded in part by the County.
 - Manage the countywide flood early warning system and create Flood Emergency Action Plans in three areas — Colma and San Bruno Creek Watersheds, Belmont Creek Watershed, and Bayfront Canal and Atherton Channel area — and install stream gauges in the south coast area.
 - Develop multi-jurisdictional projects to protect multiple cities along the Bay shoreline of San Mateo County from creek and Bay flooding under a future condition with sea level rise.
 - Study long-term solutions to reduce substantial sea level rise and erosion impacts facing three miles of shoreline along the Pacific Coast from Mavericks Beach to the Mirada Road bridge, including the County unincorporated area of Princeton, state and federal assets, and the Pillar Point Harbor.

The funding will be used to pay District operating expenses, including staff salaries and benefits, rent, and information technology services. The only exception to this is that the District may spend up to \$50,000 of the \$1 million for a long-term resilience study along the Pacific Coast, as described above.

Impact on District Resources: The District will realize an additional \$1 million as a result of this item.

Attachment: Draft Measure K Agreement with the County of San Mateo

DRAFT

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

This Agreement is entered into this 9th day of November, 2021 by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and San Mateo County Flood and Sea Level Rise Resiliency District ("FSLRRD"), hereinafter called "Grantee."

* * *

WHEREAS, Grantee was created by state law (AB 825) to address and help protect against the impacts of sea level rise in the County of San Mateo; and

WHEREAS, Grantee has applied to County seeking a grant for the purpose of funding its operational costs, as further described in Exhibit A (the "Grant"); and

WHEREAS, County has approved the grant of certain funds to Grantee for operational costs pursuant to the terms set forth in this Agreement;

NOW, THEREFORE, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payment Requirements

2. Grant

County hereby grants to Grantee a sum not to exceed ONE MILLION DOLLARS (\$1,000,000) in consideration of and on the condition that the sum be expended for operation costs in support of the Grantee's fulfillment of its objectives under AB 825, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its objectives.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. Invoices should be accompanied by backup documentation (i.e., operating expense report) and submittal of any required summary reports outlined in Exhibit B. The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is set forth in Exhibit B.

INVOICES: Requests for grant disbursement should be (1) on the organization's official letterhead, (2) completed in accordance with the above schedule and details in Exhibit B, (3) include the date of invoice, amount requested, and Agreement number, and (4) submitted to the attention of:

Carolyn Bloede, Director, Office of Sustainability
455 County Center, 4th Floor
Redwood City, CA 94063
(650) 400-0098
Email: cbloede@smcgov.org

3. Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin November 9, 2021, and continue through June 30, 2023. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement is subject to approval by the San Mateo County Board of Supervisors and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee materially breaches this Agreement and may, in the event of such material breach, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

4. Relationship of Parties

Grantee understands and agrees that such projects and/or any other services performed by Grantee identified in this Agreement are not performed by Grantee as an independent contractor of the County nor as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

5. Hold Harmless

Grantee shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services performed of Grantee in furtherance of the operations under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Grantee or its employees/officers/agents/volunteers;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply with any applicable federal, state, or local laws or regulations; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. Insurance**a. General Requirements**

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval.

Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Grantee shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Grantee certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing or continuing the performance of work for which it would receive grant funds.

c. Liability Insurance

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

Professional Liability..... \$1,000,000

(To be checked if Grantee is a licensed professional)

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend any further payment pursuant to this Agreement.

7. Assignability

Grantee shall not assign this Agreement or any portion of it to a third party. Any such assignment without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

8. Compliance With Laws

All services to be performed by Grantee identified in this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. Grantee bears the responsibility to obtain, at Grantee’s expense, any license, permit, or approval required from any agency.

9. Merger Clause; Amendments

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, and correctly states the rights, duties, and obligations of each party as of this document’s date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

10. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

11. Notices

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

<p>In the case of County, to: Carolyn Bloede, Director Office of Sustainability 455 County Center, 4th Floor Redwood City, CA 94063 (650) 400-0098 cbloede@smcgov.org</p>	<p>In the case of Grantee, to: Len Materman, CEO San Mateo County Flood and Sea Level Rise Resiliency District 1700 S. El Camino Real, Suite 502 San Mateo, CA 94402 len@oneshoreline.org</p>
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12. Electronic Signature

Both County and Grantee wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

Agreement No. _____

Board Resolution No. _____

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Grantee: San Mateo County Flood and Sea Level Rise Resiliency District.

Grantee Signature

Date

Grantee Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

County and Grantee agree that the Measure K grant funds received by Grantee ("Funds") shall only be used for the purposes described below and in the November 9, 2021 Board transmittal and resolution, attached hereto:

Grantee was created by state law (AB 825) to address and help protect against the impacts of sea level rise and provide for the control and comprehensive management of the floodwaters and stormwaters in the County of San Mateo, and all funds provided to Grantee pursuant to this Agreement shall be used to further that purpose by paying for the actual operating expenses of the Grantee, including, for example, staff salaries and benefits, rent, and information technology services. Moreover, at the discretion of Grantee, up to \$50,000 of the funds may be used to pay for a long-term resilience study along Pacific Coast (number 4 below).

Current sea level rise/resiliency projects in the County of San Mateo and anticipated milestones include the following items, which must be detailed in the 2-3 page reports demonstrating the progress of the four items below and provided to County every six months by Grantee:

1. Complete construction of, and maintain, the Grantee's Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project ("Bayfront Canal Project"), funded in part by the County pursuant to the Memorandum of Understanding Among the San Mateo County Flood and Sea Level Rise Resiliency District, City of Redwood City, City of Menlo Park, Town of Atherton, and County of San Mateo to prepare for construction, construct, operate, and maintain the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project ("MOU"), as approved by the Board of Supervisors in Resolution No. 077852. The funds granted under this Agreement shall not duplicate County funds previously allocated to the Bayfront Canal Project (i.e., Grantee shall not bill County under the MOU for Grantee's staff time and/or operations reimbursed under this Agreement). County reserves the right to audit Grantee's financial records in connection with the Bayfront Canal Project as provided in, and consistent with, Section 6 of the MOU.
 - a. Six Month Milestone: Complete project construction.
 - b. Eighteen Month Milestone: Maintain project following construction in accordance with regulatory permits.
2. Manage the countywide flood early warning system and create Flood Emergency Action Plans in three areas: Colma and San Bruno Creek Watersheds, Belmont Creek Watershed, and Bayfront Canal and Atherton Channel area; install steam gauge monitors in south coast area of San Mateo County.
 - a. Twelve Month Milestone: Installation and upgrade of Bayside stream monitoring stations; installation of stream condition monitoring webcam; complete the flood early warning web portal.
 - b. Eighteen Month Milestone: Complete Emergency Action Plans; expand stream monitoring network to south coast area.
3. Develop multi-jurisdictional projects to protect multiple cities along the Bay shoreline of San Mateo County from creek and Bay flooding under a future condition with sea level rise. Includes identifying project areas, hiring consultants, developing designs, and making progress toward environmental documentation and design for projects that reduce the risks from creek and Bay flooding, and sea level rise.
 - a. Six Month Milestone: Complete the process to hire consultant(s) to close data gaps, develop designs, and begin environmental documentation for at least one multi-jurisdictional Bayside shoreline project.
 - b. Eighteen Month Milestone: Measurable progress toward design for at least one multi-jurisdictional Bayside shoreline project.

Agreement No. _____

Board Resolution No. _____

4. Identify long-term solutions to reduce substantial sea level rise and erosion impacts facing three miles of shoreline along the Pacific Coast from Mavericks Beach to the Mirada Road bridge, including the County area of Princeton, state and federal assets, and the Pillar Point Harbor.
 - a. Six Month Milestone: Complete the process to hire consultant(s).
 - b. Twelve Month Milestone: Complete report of alternatives to mitigate impacts of erosion and sea level rise facing the key areas listed above.

In no event shall the County's fiscal obligation under this agreement exceed \$1,000,000.

Exhibit B

In consideration of the services provided by Grantee described in Exhibit A and subject to the terms of the Agreement, County shall pay Grantee for one payment of \$100,000 upon signing of the contract and the remainder on a semi-annual basis upon receipt of an invoice, progress report detailing work completed relative to the milestones listed in Exhibit A, and an expense report documenting expenditures on items funded by the grant (see example below).

Invoices shall be on Grantee letterhead and include:

- Invoice date
- Invoice number
- Address payment should be remitted
- Period of service that the invoice covers
- A line-item description of services provided by cost
- Total
- Budget report showing staff person name and hours worked, and list of specific charges for rent, utilities, and services and supplies.
- Copies invoices or receipts for operational expenses

The disbursement schedule is as follows:

- **Payment 1-** “Initial Payment” – Invoice for up to 10% of grant (\$100,000), upon receipt of invoice after execution of the grant agreement.
- **Payment 2-** “Six Month Milestone” – Invoice for up to 30% of grant (\$300,000) after first 6 months of Agreement term, upon receipt of a 2-3 page report demonstrating progress on items funded by the grant (listed in Exhibit A), as well as documentation of initial payment expenses.
- **Payment 3-** “Twelve Month Milestone” – Invoice for up to 30% of grant (\$300,000) after first 12 months of Agreement term, upon receipt of a 2-3 page report demonstrating progress on items funded by the grant (listed in Exhibit A).
- **Payment 4-** “Eighteen Month Milestone” – Invoice for remaining 30% of grant (\$300,000) after first 18 months of Agreement term, upon receipt of a 2-3 page report demonstrating progress on items funded by the grant (listed in Exhibit A).
- **Payment 5 (if needed)-** Invoice for any remaining funds upon receipt of a 2-3 page report demonstrating progress on items funded by the grant (listed in Exhibit A).

Performance Measure	Target
Provide documentation of completion of milestones, with explanation if any milestones could not be met completely	Documentation provided for all milestones

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

Date: October 25, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Update regarding planning and zoning activities by cities along San Francisco Bay to build resilience to future conditions brought by climate change

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) receive a presentation on planning and zoning related activities by cities to build resilience to future conditions along San Francisco Bay, including a proposed zoning ordinance in Burlingame that includes standards related to sea level rise.

Background and Discussion

Like District projects, new infrastructure or development built in this county is expected to remain in place for decades. And given that the climate and sea level will be substantially changed over that period, we believe that these projects should be planned not in the context of today’s conditions, but in the context of our future conditions based on the best available information. Put another way, we seek to avoid regrets that we did not do enough today to protect our communities when we know that the impacts of climate change are coming.

Following the District’s development of a project proposal last fall among the cities of Burlingame and Millbrae - with San Francisco International Airport - to protect their common Bay shoreline, District Board member and Burlingame City Councilmember Donna Colson began to discuss the intersection between that project and development with city staff and prospective developers. These discussions coincided with the City of Burlingame’s development of a new zoning ordinance, including for areas along and near the Bay.

Beginning in July, staff from the City of Burlingame and the District worked together to develop zoning ordinance language to protect people, property, and public infrastructure from the future conditions brought by climate change, particularly regarding sea level rise. As part of this effort, District staff researched other jurisdictions in the United States that consider climate resilience in their planning and zoning documents, and met with staff at Georgetown University Law School Climate Center, which is a repository of information on this issue.

The result of this effort has been the incorporation of future climate-driven flooding concerns into Burlingame’s draft zoning ordinance, which was discussed by the City Council in September and by the City’s Planning Commission on October 12. Key elements of the draft ordinance that relate to District interests include:

- As part of the ordinance, the Burlingame City Council would adopt a “Map of Future Conditions” that describes the requirements for new development in the area of the City impacted by sea level rise. The current draft standards in the Map protect against a Bay water level 6 feet above FEMA’s Special Flood Hazard Area (100-year tide) elevation at the waterfront property’s location, which is approximately equal to 10 feet above today’s high tide, and for a First Floor Elevation 3 feet above FEMA’s base flood elevation at the building site. The Map may be updated based on new climate science and site conditions, and we will view and discuss the current Map at this Board meeting.
- Shoreline protection infrastructure consistent with the District’s regional project to protect Burlingame and Millbrae and connect to SFO is to be included on properties with frontage on San Francisco Bay, lagoons, and creeks that are impacted by sea level rise, as indicated on the Map of Future Conditions.
- A minimum buffer zone of 100 feet from the Bay shoreline and 35 feet from the top of creek banks shall be provided to accommodate protection infrastructure and public access trails. Encroachments may be allowed within the buffer zones provided that such encroachments do not inhibit planned protection infrastructure.
- Unless it is demonstrated that no feasible alternative exists, any property with frontage on the shoreline or creeks shall be required to provide connectivity improvements by constructing a new or improved trail areas (including the Bay Trail, if applicable) along the site.

The above items are listed as performance standards in the draft ordinance. Variations in performance standards are allowed, provided any such variation meets the overall intent of the standard.

A final review by the Planning Commission is expected on October 25, 2021, and the Commission's recommendations will be presented to the City Council in November. The intent is to have the new Zoning Ordinance adopted by the end of this year.

In part because of the progress of our work with Burlingame, we have also begun discussions with other cities along the Bay regarding updates to their General Plans, Specific Plans, and/or zoning ordinances. We view these conversations as one of the most important impacts the District will have on the long-term resilience of this county, and perhaps the wider Bay Area.

Also in that regard, the District is partnering with a Stanford Public Policy Practicum this fall, where a team of Stanford students is developing a conceptual regulatory and incentive framework to incorporate sea level rise considerations into Bayfront development planning in San Mateo County. Students are conducting interviews and researching existing case studies as part of their research process. A brief update on the class' work, which will be completed in early December, will be presented to the Board.

Impact on District Resources: There is no impact on District resources associated with this item.