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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 Marie Chuang

## AGENDA

**June 27, 2022**

**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. Adopt Resolution 2022-06-27-A to continue conducting meetings of the Board of Directors remotely due to public health concerns caused by the COVID-19 pandemic
  - B. Approve the Minutes of the March 28, 2022 District Board meeting
  - C. Authorize the CEO to execute a Master Services Agreement with Pump Repair Service Company for maintenance services for the Walnut and Angus Pump Stations in the San Bruno Flood Zone
- 4. Regular Business**
  - A. Adopt Resolution 2022-06-27-B approving an Amendment to the Employment Agreement with, and a Discretionary Bonus of \$10,000 to, the Chief Executive Officer
  - B. Adopt Resolution 2022-06-27-C establishing a Salary Schedule for Fiscal Year 2022-23
  - C. Approve the Fiscal Year 2022-23 Operating Budget, Flood Zones Budget, and Capital Projects Budget
- 5. Chair's Report \***
- 6. CEO's Report \***
- 7. Board Member Reports and Items for a Future Agenda \***
- 8. Closed Session** Public Employee Performance Evaluation, Title: Chief Executive Officer \*
- 9. 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](mailto: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](mailto:board@OneShoreline.org).

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

**Date:** June 27, 2022  
**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

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### Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2022-06-27-A reinvoking the provisions of Assembly Bill 361 (“AB 361”), finding that the COVID-19 pandemic state of emergency continues to present imminent risks to the health or safety of attendees and continues to directly impact the ability of the Board to meet safely in person.

### Background and Discussion

AB 361 sets forth remote meeting requirements and procedures for local legislative bodies during a proclaimed state of emergency. Specifically, 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.

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

At its meetings on October 25, 2021, November 15, 2021, December 13, 2021, January 24, 2022, February 28, 2022, March 28, 2022, and May 23, 2022, the Board adopted, by unanimous vote, resolutions finding that, as a result of the continuing COVID-19 state of emergency, meeting in person would present imminent risks to the health or safety of attendees. The circumstances, though improved, remain materially similar.

Reducing the circumstances under which people come into close contact remains a vital component of an effective COVID-19 response strategy. While local agency public meetings are an essential government function, the last two-plus years have proven that holding such meetings *in person* is often not essential.

The Board has found, and it continues to be the case, that indoor public meetings of the Board and its committees (collectively, “Legislative Bodies”) 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. In addition, the Board has been unable to find a suitable physical location that would reasonably allow it to conduct its public meetings in compliance with these safety measures/concerns.

Persons experiencing any potential symptoms of COVID-19, who test positive but are asymptomatic, or who are exposed to someone with COVID-19, should follow medical advice regarding self-isolation or self-quarantine and avoiding public gatherings such as in-person meetings of the Board. Such persons should be able to do so without sacrificing their right to participate in public business during periods of self-isolation or self-quarantine.

Moreover, because the onset of symptoms of COVID-19 or a positive test may occur too close to the start of a meeting for alternative arrangements for attendance to be made consistently with the Brown Act, providing a remote attendance option for Board meetings should be maintained for as long as COVID transmission remains a potential risk of in-person meetings.

Therefore, it is recommended that the Board adopt a resolution reinvoking the provisions of AB 361 with findings to confirm that the Board has reconsidered the circumstances of the state of emergency caused by the spread of COVID-19; that the state of emergency caused by the spread of COVID-19 continues to directly impact the ability of the Legislative Bodies to meet safely in person; and that conducting in-person meetings at the present time would present an imminent risk to the health and safety of attendees. A resolution to that effect, which also directs staff to return within 30 days to afford the Board the opportunity to reconsider such findings, is included with this Report.

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

**Attachment:** Draft Resolution 2022-06-27-A

**DRAFT RESOLUTION NO. 2022-06-27-A**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
REINVOKING THE PROVISIONS OF ASSEMBLY BILL 361, FINDING THAT THE COVID-19  
PANDEMIC STATE OF EMERGENCY CONTINUES TO PRESENT IMMINENT RISKS  
TO THE HEALTH OR SAFETY OF ATTENDEES AND CONTINUES TO DIRECTLY IMPACT  
THE ABILITY OF THE BOARD OF DIRECTORS TO MEET SAFELY IN PERSON**

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

**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**, at its meetings on October 25, 2021, November 15, 2021, December 13, 2021, January 24, 2022, February 28, 2022, March 28, 2022, and May 23, 2022, the Board adopted, by unanimous vote, resolutions finding that, as a result of the continuing COVID-19 state of emergency, meeting in person would present imminent risks to the health or safety of attendees, and current circumstances, though improved, remain materially the same; and

**WHEREAS**, the Board has an important interest in protecting the health and safety of those who participate in its meetings, and reducing the circumstances under which people come into close contact remains a vital component of an effective COVID-19 response strategy; and

**WHEREAS**, the Board has found, and it continues to be the case, that indoor public meetings of the Board and its committees (collectively, “Legislative Bodies”) 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, and the Board has been unable to find a suitable physical location that would reasonably allow it to conduct its public meetings in compliance with these safety measures/concerns; and

**WHEREAS**, persons experiencing any potential symptoms of COVID-19, who test positive but are asymptomatic, or who are exposed to someone with COVID-19, should follow medical advice regarding self-isolation or self-quarantine and avoiding public gatherings such as in-person meetings of the Board, and such persons should be able to do so without sacrificing their right to participate in public business during periods of self-isolation or self-quarantine; and

**WHEREAS**, because the onset of symptoms of COVID-19 or a positive test may occur too close to the start of a meeting for alternative arrangements for attendance to be made consistently with the Brown Act, providing a remote attendance option for Board meetings should be maintained for as long as COVID transmission remains a potential risk of in-person meetings; and

**WHEREAS**, this Board has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to impact the ability of the Board to conduct its meetings in person because there is a continuing threat of COVID-19 to the community and that in-person meetings of the Legislative Bodies would 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 it is challenging to ascertain and ensure compliance with vaccination and other safety recommendations at such meetings; and

**WHEREAS**, in the interest of public health and safety, as affected by the state of emergency caused by the spread of COVID-19, the Board finds that this state of emergency continues to directly impact the ability of the Legislative Bodies to meet safely in person and that meeting in person would present imminent risks to the health or safety of attendees, and the Board will therefore reinvoke the provisions of AB 361 related to teleconferencing for meetings of the Legislative Bodies.

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

1. The above recitals are true and correct.
2. The Board has reconsidered the circumstances of the state of emergency caused by the spread of COVID-19.
3. The Board reinvoles the provisions of AB 361 and finds that the state of emergency caused by the spread of COVID-19 continues to directly impact the ability of the Legislative Bodies to meet safely in person.
4. The Board further finds that meeting in person would continue to present imminent risks to the health or safety of meeting attendees and directs staff to continue to agendize public meetings of the Legislative Bodies only as online teleconference/remote meetings.
5. Staff is directed to return to the 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 reconsider whether to make the findings required by AB 361 to continue meeting remotely under its provisions.

PASSED AND ADOPTED this 27th day of June 2022, 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**  
**Board of Directors meeting held remotely via Zoom**  
**March 28, 2022**  
**DRAFT - MINUTES**

**1. Roll Call**

Chair Dave Pine called the meeting to order at 4:01 p.m. via Zoom video conference software. Assistant Clerk of the Board of Supervisors Sukhmani Purewal took the roll call.

Directors Present:

Donna Colson, Representing Northern San Mateo County cities  
Lisa Gauthier, Representing Southern San Mateo County cities  
Don Horsley, Representing Board of Supervisors, District 3  
Debbie Ruddock, Representing Pacific Coastside San Mateo County Cities (Vice Chair)  
Dave Pine, Representing Board of Supervisors, At Large (Chair)

Director(s) Absent:

Marie Chuang, Representing At Large  
Diane Papan, Representing Central 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, Assistant Clerk of the Board of Supervisors

**2. Public Comment**

None

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

- A. Adopt Resolution 2022-03-28 to continue conducting meetings of the Board of Directors remotely due to public health concerns caused by the COVID-19 pandemic.
- B. Approve the Minutes of the February 28, 2022 District Board meeting.

Motion made by Director Pine and seconded by Director Horsley to set the agenda, approve consent agenda item 3B and move item 3A to regular agenda for discussion:

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

Noes: None

Absent: Chuang and Papan

Vote: 5-0-2

Discussion of Item 3A:

*Director Diane Papan joined the virtual meeting at 4:04 p.m.*

Director Pine and Legal Counsel Brian Kulich mentioned that several agencies are slowly introducing in-person meetings and talked about having either in-person or hybrid District meetings in the future.

*Director Marie Chuang joined the virtual meeting at 4:05 p.m.*

Directors Horsley, Papan, Colson agree with the idea of having hybrid meetings so public and staff can attend remotely instead of driving to one location. Chair Pine asked Mr. Len Materman to look into locations for having in-person meetings or the capability of having hybrid meetings.

Motion made by Director Pine and seconded by Director Ruddock to approve Item 3A and continue having the meetings of the Board of Directors remotely.

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

Noes: None

Absent: None

Vote: 7-0-0

#### 4. **Regular Business**

- A. Authorize the Chief Executive Officer to execute a Master Service Agreement with Schaaf & Wheeler to complete data collection, 100% design, environmental compliance, and permitting for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project.

Len Materman spoke on this item. The Master Service Agreement (MSA) includes the following: Project Management; Data Collection, Design Plans, Specifications, and Cost Estimates; Environmental Documentation and Permits; and FEMA Coordination.

Other speakers: Syed Murtuza, City of Burlingame; Craig Centis, City of Millbrae; Chuck Anderson, Schaaf & Wheeler.

Public Speaker(s): Brian Perkins, District Director for Congresswoman Jackie Speier.

Motion made by Director Colson and seconded by Director Gauthier to authorize the CEO to execute the Master Service Agreement with Schaaf & Wheeler:

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

Noes: None

Absent: None

Vote: 7-0-0

- B. Approve the Chief Executive Officer to execute Task Order Number 1 to the Master Service Agreement with Schaaf & Wheeler to complete data collection, 30% design, and a Draft Environmental Impact Report for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project.

Len Materman talked about Task Order Number 1 with Master Service Agreement, discussed earlier during Item 4A. Task Order Number 1 includes a not-to-exceed amount of \$3,665,000.

Other speakers on this item: Director Gauthier and Director Horsley

Public Speaker: Councilmember Ann Schneider, City of Millbrae; Jerry Hearn

Motion made by Director Colson and seconded by Director Chuang to approve Item 4B:  
Ayes: Chuang, Colson, Gauthier, Horsley, Papan, Ruddock, and Pine  
Noes: None  
Absent: None  
Vote: 7-0-0

5. **Chair's Report**

Chair Pine mentioned that on March 8, the Board of Supervisors approved a contract to conduct public outreach on potential parcel tax to address sea level rise, wildfire, and emergency preparedness. Anticipates mailers will go out in one month.

Public Speaker(s): None

6. **CEO's Report**

Mr. Len Materman provided report on the following:

- Bayfront Canal and Atherton Channel Project. No change orders approved since last Board meeting on February 28, 2022.
- A Project completion ceremony is currently being planned.

Other speakers on this item: Director Ruddock and Director Horsley

Public Speaker(s): None

Director Papan thanked the Board of Supervisors for retaining the vendor to conduct public outreach on the potential parcel tax to address sea level rise.

7. **Board Member Reports and Items for a Future Agenda\***

None

8. **Adjournment**

The meeting adjourned at 4:51 p.m.

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

**Date:** June 27, 2022  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Len Materman, Chief Executive Officer (CEO)  
**Subject:** Master Services Agreement with Pump Repair Service Company for Walnut and Angus Pump Stations in San Bruno Flood Zone

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**Recommendation:**

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (Board) authorize the District Chief Executive Officer (“CEO”) to execute a Master Service Agreement (MSA) with Pump Repair Service Company (“PRS”) to provide on-call emergency maintenance services and implement maintenance projects for the Walnut and Angus Pump Stations in the San Bruno Flood Zone.

**Background and Discussion:**

The Walnut and Angus Pump Stations located in the San Bruno Flood Zone were constructed many decades ago to protect the City of San Bruno from flooding by routing water during storm events to San Bruno Creek (which drains to San Francisco Bay). To facilitate the ongoing operation of these critical District-owned assets, we seek the services of a contractor to provide maintenance related projects and on-call emergency services. Such services may include, but are not limited to:

- Emergency repairs of the stations’ pumps and motors, and clearing of post-storm debris; and
- Disassembly, inspection, repair, and potential replacement of the pumps and motors.

The District conducted an informal solicitation and attempted to secure at least three responses. PRS was the only responsive vendor with the qualifications to provide the requested services, likely due to the pump stations’ age and specialized parts.

San Mateo County Department of Public Works (County DPW), which acts on behalf of the District for these services in the San Bruno Flood Zone, has engaged with PRS on these services in the past, and PRS has proven to be reliable and responsive. For work required under this MSA, County DPW will continue to identify service or repair needs on behalf of District and request PRS to prepare and submit a proposed scope of services, not-to-exceed fee, and schedule for completing the proposed project. For any PRS proposal approved by the District, I will issue a Task Order authorizing PRS to begin work on the approved project, which will be completed for an amount equal to or less than the not-to-exceed fee and within the time limits set forth in the Task Order.

The MSA includes a not-to-exceed amount of \$150,000 over a three-year term. District staff will update the Board on work completed under this MSA at the Board meeting following such work, and how it relates to the District efforts in the San Bruno Creek watershed.

**Fiscal Impact on District Resources:**

The MSA includes a not-to-exceed amount of \$150,000 over a three-year term, which will be funded entirely by property tax revenue secured by the San Bruno Flood Zone.

**Attachment:** Draft Master Service Agreement with Pump Repair Service Company

**DRAFT MASTER SERVICE AGREEMENT  
BETWEEN THE  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
AND PUMP REPAIR SERVICE CO.**

This MASTER SERVICE AGREEMENT (MSA) is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“District”), and Pump Repair Service Co. (“Contractor”) (together, the “Parties”) effective July 1, 2022.

**Recitals**

- A. Pursuant to the San Mateo County Flood Control District Act, as amended in 2019 by Assembly Bill 825, District may contract with independent contractors for the furnishing of services to or for District.
- B. District has retained Contractor to provide on-call emergency maintenance services and to implement maintenance projects for the Walnut and Angus Pump Stations in the San Bruno Flood Zone.
- C. District desires to utilize the services of Contractor as an independent contractor to provide services as described herein and subject to the required authorization set forth in this MSA.
- D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Exhibits.** The following exhibits are attached to this MSA and incorporated by this reference:  
  
Exhibit A—Master Scope of Services
2. **Services.** In consideration of the payments set forth in each Task Order, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this MSA and in Exhibit A. No work for any task within Exhibit A by Contractor shall commence or be billable to District without prior written authorization by District by way of a Task Order approved by the District Chief Executive Officer (CEO).
3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this MSA and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in each Task Order. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District’s total fiscal obligation under this MSA exceed one hundred fifty thousand dollars (\$150,000). In the event that District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by District at the time of contract termination or expiration. Contractor is not entitled to payment for services not performed as required by this MSA.
4. **Term.** Subject to compliance with all terms and conditions, the term of this MSA shall be from July 1, 2022 through June 30, 2024, with an option to extend through June 30, 2025 upon mutual consent.
5. **Time of Performance.** The services shall be performed on a timely, regular basis in accordance with the Schedule set forth in each Task Order issued by District.
6. **Standard of Care.** As a material inducement to District to enter into this MSA, Contractor hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this MSA, and will perform the services to a standard of reasonable professional care, for similar services on similar projects of like size and nature performed.

7. **Standard of Performance.** Contractor shall perform all work to the recognized professional standards relating to levee and flood wall design and pursuant to the above stated Standard of Care. Contractor hereby covenants that it shall follow the professional standards used by a competent practitioner in performing all services required hereunder.

8. **Termination.**

(a) This MSA may be terminated by Contractor or by District at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for services provided prior to termination of the MSA. Such payment shall be that prorated portion of the full payment determined by comparing the services actually completed to the services required by the MSA.

(b) District may terminate this MSA or a portion of the services referenced in Exhibit A based upon the unavailability of Federal, State, or other outside funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of outside funding.

(c) District may also terminate this MSA for cause, which is separate from the ability to terminate without cause as described above. In order to terminate for cause, District must first give Contractor notice of the alleged breach. Contractor shall then have 10 calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, District may immediately terminate this MSA without further action. In the event that District provides notice of an alleged breach pursuant to this section, District may, in extreme circumstances, immediately suspend performance of services and payment under this MSA pending the resolution of the process described in this paragraph. District has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and District shall use reasonable judgment in making that determination.

9. **Suspension.** District may, in writing, order Contractor to suspend all or any part of the Contractor's services under this MSA for the convenience of District or for work stoppages beyond the control of District or Contractor. Subject to the provisions of this MSA relating to termination, a suspension of the work does not void this MSA. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the Parties.

10. **Contract Materials.** Upon expiration or termination of this MSA, all finished or unfinished work products, documents, data, studies, maps, photographs, and other materials and efforts conducted by Contractor under this MSA shall become the property of District and shall be promptly delivered to District.

11. **Relationship of Parties.** Contractor agrees and understands that the work/services performed under this MSA are performed as an independent contractor and not as an employee of District and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of District employees.

12. **Hold Harmless.** Contractor shall indemnify and hold harmless District and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this MSA, the performance of any work or services required of Contractor under this MSA, or payments made pursuant to this MSA brought for or on account of: (a) injuries to or death of any person, including Contractor or its employees/officers/agents; (b) damage to any property of any kind whatsoever and to whomsoever belonging; and/or (c) any other loss or cost, including, without limitation, that caused by the concurrent active or passive negligence of District and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and hold harmless under this section shall not apply to injuries or damage for which District 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 Contractor to indemnify and hold harmless as set forth by this section shall continue after termination of the MSA and shall include the duty to defend as set forth in Civil Code Section 2778.

**13. Assignability and Subcontracting.** Contractor shall not assign this MSA nor any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this MSA without the prior written consent of District. Any such assignment or subcontract without District's prior written consent shall give District the right to automatically and immediately terminate this MSA without penalty or advance notice.

**14. Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for services to be performed under this MSA at Contractor's own expense prior to commencement of said services. Failure to do so will result in forfeit of any right to compensation under this MSA.

**15. Insurance.**

(a) Contractor shall not commence work under this MSA until all insurance required under this section has been obtained and such insurance has been approved by District. Contractor shall furnish District with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this MSA. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to District of any pending change in the limits of liability or of any cancellation or modification of the policy.

(b) During the term of this MSA, Contractor shall have in effect workers' compensation and employer's liability insurance providing full statutory coverage, as required by Section 1861 and Section 3700 of the California Labor Code.

(c) During the term of this MSA, Contractor shall take out and maintain such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this MSA 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 Contractor's operations under this MSA, whether such operations be by Contractor, 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.....	\$2,000,000
Motor Vehicle Liability Insurance.....	\$1,000,000
Professional Liability.....	\$1,000,000

District 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 (i) the insurance afforded thereby to District and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (ii) if District 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.

(d) In the event of the breach of any provision of this section, including receipt of a notice indicating required insurance coverage will be diminished or cancelled, notwithstanding any other provision of this MSA to the contrary, District may immediately declare a material breach of this MSA and suspend all further work and payment pursuant to this MSA.

**16. Compliance With Laws.**

(a) All services to be performed by Contractor pursuant to this MSA shall be performed in accordance with all applicable laws, ordinances, and regulations, including, without limitation: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated

thereunder; the Americans with Disabilities Act of 1990, as amended, and the nondiscrimination requirements of 41 C.F.R. 60-741.5(a); if applicable, Section 504 of the Rehabilitation Act of 1973; and all other applicable Federal, State, and/or local laws prohibiting discrimination on the basis of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information; all applicable equal opportunity laws and requirements; and all applicable equal benefits laws and requirements, including, without limitation, laws prohibiting discrimination in the provision of equal benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

(b) All services to be performed by Contractor under this MSA shall also be performed in accordance with all applicable laws, ordinances and regulations, including, without limitation, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this MSA and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this MSA.

(c) Contractor shall timely and accurately complete, sign, and submit all necessary documentation evidencing compliance with the requirements of this section. In addition, Contractor certifies that no finding of discrimination has been issued against Contractor in the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any such finding(s) of discrimination have been issued against Contractor within the past 365 days, Contractor shall provide District with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this MSA. Contractor shall also report to District CEO the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this section within 30 days of such filing, unless the complaint or allegation is dismissed within such 30 days. The report shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

(d) Violation of and/or failure to comply with the provisions of this section shall be considered a material breach of the MSA, subjecting the MSA to immediate termination at the sole option of District and subjecting Contractor to penalties, disqualification from being considered for or being awarded a District contract for up to 3 years, and/or other sanctions.

**17. Retention of Records; Right to Monitor and Audit.**

(a) Contractor shall maintain all required records relating to services provided under this MSA for three (3) years after District makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by a Federal grantor agency, the State and/or District.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by all applicable Federal, State, and local agencies and as required by District.

(c) Contractor agrees upon reasonable notice to provide to District or its authorized representative, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this MSA, and to evaluate the quality, appropriateness, and timeliness of services performed.

**18. Merger Clause; Amendments.** This MSA, including all Exhibits and other attachments incorporated by reference, constitutes the sole MSA of the Parties 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 MSA conflicts with or is inconsistent with any term,

condition, provision, requirement, or specification in any Exhibit and/or other attachment, the provisions of the body of the MSA shall prevail. Any prior MSA, promises, negotiations, or representations between the Parties not expressly stated in this MSA are not binding. All subsequent modifications or amendments of the MSA shall be in writing and signed by the Parties.

**19. Controlling Law; Venue.** The validity of this MSA and of its terms, the rights and duties of the Parties, the interpretation of this MSA, the performance of this MSA, and any other dispute of any nature arising out of this MSA 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 MSA shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

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

In the case of District, to:

Name/Title: Makena Wong, Associate Project Manager  
Address: 1700 South El Camino Real, Suite 502, San Mateo, CA 94402  
Telephone: 650-844-8310  
Email: mwong@OneShoreline.org

In the case of Contractor, to:

Name/Title: Wayne Archer, President  
Address: PO Box 34327, San Francisco, CA 94134  
Telephone: 415-467-2150  
Email: warcher@pumprepairservice.com

**21. Confidentiality.** Contractor, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of District. Contractor covenants that all such confidential data, documents, discussion, or other information developed or received by Contractor or provided for performance of this MSA shall not be disclosed by Contractor without written authorization by District. District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to District upon the termination of this MSA. Contractor's covenant under this section shall survive the termination of this MSA. It is hereby agreed that the following information is not considered to be confidential under this MSA:

- a. Information already in the public domain;
- b. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Contractor before entering into this MSA;
- d. Information developed by Contractor through its work with other clients; and
- e. Information required to be disclosed by law or regulation, including, but not limited to, the California Public Records Act or subpoena, court order or administrative order.

**22. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this MSA shall not be a waiver of any other condition of performance under this MSA. In no event shall the making by District of any payment to Contractor constitute or be construed as a waiver by District of any breach of this MSA, or any default which may then exist on the part of Contractor, and the making of any such payment by District shall in no way impair or prejudice any right or remedy available to District with regard to such breach or default.

23. **Electronic Signatures.** The Parties wish to permit this MSA and future documents relating to this MSA to be digitally signed in accordance with California law.

24. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for services to be performed under this MSA at Contractor's own expense prior to commencement of said services. Failure to do so will result in forfeit of any right to compensation under this MSA.

\*\*\*\*\*

In witness of and in MSA with this MSA's terms and conditions, the Parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor, Pump Repair Service Co.:**

\_\_\_\_\_  
Contractor Signature                      Contractor Name (Print)                      Date

**For District:**

\_\_\_\_\_  
Len Materman                      Date  
Chief Executive Officer

## **Exhibit A – Master Scope of Services**

In consideration of the payments set forth in each Task Order, Contractor shall perform the services described below for District in accordance with the terms, conditions, and specifications set forth in this MSA.

No work for any task within Exhibit A by Contractor shall commence or be billable to District without prior written authorization by District by way of a Task Order approved by District CEO. Additional services outside of those described herein must be authorized by the District's representative in writing prior to the commencement of that work.

### **On-Call Emergency Maintenance Services**

Contractor shall provide on-call emergency maintenance services for the Walnut and Angus Pump Stations in the San Bruno Flood Zone. Services may include, but are not limited to, the following:

- Emergency repairs of pump and motor
- Clearing of post-storm debris around pump and motor for ongoing operation

### **Maintenance Project**

In non-emergency circumstances, Contractor shall implement approved projects for the Walnut and Angus Pump Stations, based on proposals solicited by the District. Services may include, but are not be limited to, the following:

- Disassembly and inspection of pump and motor
- Repair and rehabilitation of pump and motor
- Replacement of pump and motor

When a needed service or repair project that would benefit from Contractor's services is identified, the Contractor will then prepare and submit a written proposal for a detailed scope of services, a not-to-exceed fee, and a schedule for completing the proposed project. If and when District approves the scope of services, not-to-exceed fee, and schedule, District will issue a Task Order authorizing the Contractor to begin work on the approved project. Contractor agrees to complete any approved project for an amount equal to or less than the not-to-exceed fee for the project authorized in the Task Order and within the time limits set forth in the Task Order schedule. In no event shall the total cost of Task Orders under this MSA exceed \$150,000.

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

**Date:** June 27, 2022  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Board of Directors Chair Dave Pine  
**Subject:** Amendment to the Employment Agreement with, and a discretionary bonus to, the CEO

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**Recommendation:**

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2022-06-27-B approving: (1) an amendment to the employment agreement between the District and the Chief Executive Officer (“CEO”) (together, the “Parties”), extending the term of the agreement for an additional two years through June 30, 2026 and increasing the CEO’s annual salary, effective July 1, 2022, by 6.5% from \$235,000 to \$250,275, and (2) a one-time discretionary bonus of \$10,000 in recognition of the CEO’s exceptional performance over the past two years.

**Background and Discussion:**

The District hired the CEO in February 2020 after an extensive recruitment. On February 24, 2020, the Board approved an agreement setting forth the CEO’s terms of employment with the District (“Agreement”). The Agreement has a term of 50 months, from May 1, 2020 through June 30, 2024, and provides the CEO an annual salary of \$235,000.

Since being hired over two years ago, the CEO has not yet received a salary increase. Over that two-year period, which coincided with the COVID-19 global pandemic, the CEO has performed exceptionally well by leading the District’s transition to an independent agency and by spearheading a number of resiliency projects throughout San Mateo County.

Thus, the Board desires to amend the Agreement to extend its term for an additional two years, through June 30, 2026, and increase the CEO’s annual salary, effective July 1, 2022, by 6.5% from \$235,000 to \$250,275. All other terms and conditions of the Agreement will remain in place.

Furthermore, in recognition of the CEO’s exceptional performance over the past two years, the Board desires to give him a one-time discretionary bonus of \$10,000, which will be included in the first pay period of Fiscal Year 2022-23.

The Amendment and Resolution have been reviewed and approved as to form by District counsel.

**Impact on District Resources:**

The fiscal impact on District resources associated with amending the Agreement to increase the CEO’s annual salary, which takes effect July 1, 2022, and the one-time discretionary bonus of \$10,000, will be accounted for in the FY 2022-23 Operating Budget that begins on July 1<sup>st</sup>.

**Attachment:**

Amendment to Agreement between District and Len Materman for his service as Chief Executive Officer

**DRAFT AMENDMENT TO AGREEMENT BETWEEN THE  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
AND LEN MATERMAN  
FOR SERVICE AS CHIEF EXECUTIVE OFFICER**

This Amendment is entered by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (the “District”) and its Chief Executive Officer LEN MATERMAN (“CEO”) (together, the “Parties”), effective July 1, 2022.

**Recitals**

**WHEREAS**, District hired CEO and the Parties entered into an agreement, commencing May 1, 2020, setting forth the CEO’s terms of employment with the District (“Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to extend its term, which currently expires June 30, 2024, for an additional two years through June 30, 2026, and to increase CEO’s annual salary, effective July 1, 2022, from \$235,000 to \$250,275, a 6.5% increase (“Amendment”).

**Amendment**

**NOW, THEREFORE**, the Parties agree to the Amendment as follows:

1. **Term of Agreement.** Paragraph 1 of the Agreement, entitled “Term of Agreement”, is replaced in its entirety with the following:

CEO is hereby employed as District’s Chief Executive Officer pursuant to this Agreement. The term of this Agreement is six (6) years and two (2) months (or 74 months), commencing May 1, 2020 and ending June 30, 2026, but may be extended by mutual agreement of the Parties. The specification of a term indicates only the maximum length of this Agreement and is not a guarantee of employment for any period of time.

2. **CEO Salary.** Paragraph 3 of the Agreement, entitled “CEO Salary”, is amended to add the following:

Effective July 1, 2022, CEO shall receive an annual salary of TWO HUNDRED FIFTY THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$250,275.00), paid in bi-monthly installments. This salary will remain in effect for the remaining term of CEO’s employment with the District, subject to any salary increase(s). Any salary increase(s) will be made in conjunction with CEO’s annual performance reviews, which will take place on or about June 30th of each succeeding year. The determination of whether any salary adjustments are merited and the amount of the adjustments are within the sole discretion of the Board, whose decision shall be final.

3. **Remaining Terms Unchanged.** All other terms and conditions of the Agreement are unaffected by this Amendment and shall remain in full force and effect.

4. **Counterparts & Electronic Signatures.** This Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Amendment may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment effective July 1, 2022.

Dated \_\_\_\_\_

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE  
RESILIENCY DISTRICT

By \_\_\_\_\_

Dave Pine  
Chair, District Board of Directors

Dated \_\_\_\_\_

By \_\_\_\_\_

Len Materman  
District Chief Executive Officer

**DRAFT RESOLUTION NO. 2022-06-27-B**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT APPROVING AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN DISTRICT AND CHIEF EXECUTIVE OFFICER AND APPROVING ONE-TIME DISCRETIONARY BONUS OF \$10,000 TO CHIEF EXECUTIVE OFFICER**

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

**WHEREAS**, the District hired the Chief Executive Officer (“CEO”) in February 2020 after an extensive recruitment; and

**WHEREAS**, on February 24, 2020, the Board approved an agreement setting forth the CEO’s terms of employment with the District (“Agreement”), which Agreement has a term of 50 months, from May 1, 2020 through June 30, 2024, and provides the CEO an annual salary of \$235,000; and

**WHEREAS**, since being hired over two years ago, the CEO has not yet received a salary increase and over that two-year period, which coincided with the COVID-19 global pandemic, the CEO has performed exceptionally well, leading the District’s transition to an independent agency and spearheading a number of resiliency projects throughout San Mateo County; and

**WHEREAS**, the Board desires to amend the Agreement to extend its term for an additional two years, through June 30, 2026, and increase the CEO’s annual salary, effective July 1, 2022, by 6.5% from \$235,000 to \$250,275, with all other terms and conditions of the Agreement remaining in place (“Amendment”); and

**WHEREAS**, in recognition of the CEO’s exceptional performance over the past two years, the Board also desires to give him a one-time discretionary bonus of \$10,000, which will be included in the first pay period of Fiscal Year 2022-2023.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Chair of the Board is authorized and directed to execute, on behalf of the District, the Amendment extending the term of the Agreement for an additional two years, through June 30, 2026, and increasing the CEO’s annual salary, effective July 1, 2022, by 6.5% from \$235,000 to \$250,275, with all other terms and conditions of the Agreement remaining in place.

**IT IS FURTHER RESOLVED** that the CEO shall be given a one-time discretionary bonus of \$10,000, which will be included in the first pay period of Fiscal Year 2022-2023.

PASSED AND ADOPTED this 27th day of June 2022, 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:** June 27, 2022  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Len Materman, Chief Executive Officer (CEO)  
**Subject:** Adopt Resolution 2022-06-27-C Establishing a Salary Schedule for Fiscal Year 2022-23

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**Recommendation:**

Adopt a resolution establishing the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) salary schedule for Fiscal Year 2022-23 (“Salary Resolution”).

**Background and Discussion:**

On February 10, 2020, the District’s Board of Directors (“Board”) adopted an ordinance setting forth rules, regulations, standards, and procedures for the appointment, suspension, and termination of employment (“Ordinance”). The Ordinance provides, in relevant part, that: “[e]ach fiscal year, the Chief Executive Officer [“CEO”] shall prepare an annual schedule of salaries, including benefits, for District employees. Upon review and approval of said schedule of salaries by the Board, either as proposed by the [CEO] or as amended by the Board, the Board by resolution shall adopt same. The resolution shall be regularly reviewed by the [CEO], who shall recommend any such amendments to the Board as may be appropriate.” The Board approved the Fiscal Year 2021-22 salary resolution on March 22, 2021.

The CEO recommends that the Board adopt the Salary Resolution, which includes the following updates to the FY 2021-22 salary resolution:

- Increases the salary for the CEO from \$235,000 to \$250,275, as provided in the amendment to the CEO’s employment agreement; and
- The promotion of both District Associate Project Managers to the title of Project Manager to better reflect their accomplishments and responsibilities. Their salary remains within the previously approved range for this position.

The Salary Resolution has been reviewed and approved as to form by District Counsel.

**Fiscal Impact on District Resources:**

The fiscal impact associated with this Salary Schedule Resolution will be reflected in the FY 2022-23 Operating Budget.

**Attachment:** Draft Salary Schedule Resolution 2022-06-27-C

**DRAFT** RESOLUTION NO. 2022-06-27-C

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
ESTABLISHING SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
SALARY SCHEDULE FOR FISCAL YEAR 2022-2023**

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

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

**WHEREAS**, pursuant to AB 825 the District “may in its discretion appoint an executive officer, a clerk, and any other officers and employees for the Board or District as in its judgement may be deemed necessary, prescribe their duties, and fix their compensation. The employment of those officers and employees shall be governed in accordance with an ordinance setting forth rules, regulations, standards, and procedures for appointment, suspension, and termination of employment”; and

**WHEREAS**, on February 10, 2020, the Board adopted an ordinance setting forth rules, regulations, standards, and procedures for appointment, suspension, and termination of employment (the “Ordinance”), which took effect March 12, 2020; and

**WHEREAS**, the Ordinance provides that, “[e]ach fiscal year, the Chief Executive Officer [CEO] shall prepare an annual schedule of salaries, including benefits, for District employees. Upon review and approval of said schedule of salaries by the Board, either as proposed by the [CEO] or as amended by the Board, the Board by resolution shall adopt same. The resolution shall be regularly reviewed by the [CEO], who shall recommend any such amendments to the Board as may be appropriate”; and

**WHEREAS**, on February 24, 2020, the Board adopted by resolution a salary schedule for the Fiscal Year 2019-2020, which included the classifications and number of positions, as well as compensation and benefits other than retirement/deferred compensation benefits, and updated that salary resolution on June 8, 2020, and on March 22, 2021 established a salary schedule for the Fiscal Years 2020-21 and 2021-22.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the District has determined and directs that the following shall constitute the classifications, as well as compensation and benefits, including retirement/deferred compensation benefits, for District employees effective July 1, 2022 and through the end of the 2022-23 fiscal year:

**SECTION 1. SCHEDULE OF SALARIES**

Job Classification	Position Count	Salary Range	
		Low	High
Chief Executive Officer	1		\$250,275
Clerk to the Board of Directors	0	\$75,000	\$115,000
Senior Project Manager or Senior Engineer	0	\$135,000	\$185,000
Project Manager or Engineer	2	\$100,000	\$145,000
Associate Project Manager	0	\$75,000	\$115,000
Finance Manager	1	\$115,000	\$175,000
Senior Accountant or Accountant	0	\$75,000	\$120,000

**SECTION 2. ANNUAL SALARY ADJUSTMENTS**

The District authorizes the CEO to approve, without prior Board approval, annual merit increases, equity adjustments, cost of living adjustments, and promotions so long as the annual salary for a given job classification is within the range set forth in Section 1 (Schedule of Salaries). Any adjustments to the CEO’s salary, however, must be approved by the Board.

**SECTION 3. VACATION & LEAVE POLICY**

**(a) CEO Vacation and Management Leave.** The CEO shall accrue four (4) weeks (160 hours) of vacation each calendar year, which shall accrue at 13.33 hours each month, but in no event shall the CEO’s vacation accrual exceed 180 hours in total. In addition, the CEO shall also receive 40 hours of management leave at the beginning of each calendar year, which must either be used or cashed out by December 31 each year (in other words, no portion of CEO’s management leave may be carried over to the following calendar year). If CEO is employed by the District for a portion of a calendar year, the 40 hours of management leave shall be prorated for that calendar year.

**(b) All Other Employee Vacation Leave.** Effective April 1, 2020, all other District full-time employees shall, at a minimum, accrue 12 days (96 hours) of paid vacation each calendar year, accrued at 8 hours each month. The CEO shall have the authority to develop a schedule for increased vacation accrual tied to years of service with the District. All part-time District employees shall accrue paid vacation leave on a pro rata basis. Thus, by way of example only, a part-time employee who works the equivalent of 50% time will accrue 6 days (48 hours) of paid vacation each year, accrued at 4 hours each month. In no event shall an employee’s vacation accrual exceed 180 hours in total. When an employee separates from the District, their remaining accrued paid vacation leave shall be added to their final compensation.

**(c) Employee Paid Sick Leave.** Effective April 1, 2020, each full-time District employee, including the CEO, shall accrue 12 days (96 hours) of paid sick leave each calendar year, accrued at 8 hours each month, to care for themselves or a family member. All part-time District employees shall accrue paid sick leave on a pro rata basis. Thus, by way of example only, a part-time employee who works the equivalent of 50% time will accrue 6 days (48 hours) of paid sick leave each year, accrued at 4 hours each month. There shall be no limit on an employee’s total accrued sick leave. When an employee separates from the District, their remaining accrued sick leave shall not be added to their final compensation.

**SECTION 4. RETIREMENT/DEFERRED COMPENSATION BENEFITS**

Effective April 1, 2020, for all full-time District employees, including the CEO, the District will (a) contribute to a 401(a) retirement account an amount equal to 6% of the employee’s annual salary and (b) match, on a dollar-for-dollar basis, any contributions the employee makes (subject to IRS contribution limits) into a 457(b) retirement account, up to an amount equal to 9% of the employee’s annual salary. The CEO shall determine the retirement/deferred compensation benefits of all part-time District employees, which benefits shall not exceed those offered to full-time employees.

**SECTION 5. TRAVEL AND EXPENSE REIMBURSEMENT**

Employees shall be reimbursed for budgeted and reasonable out-of-pocket expenses incurred in connection with the District’s business, including reasonable expenses for mileage, travel, conferences, and membership dues in professional organizations that are appropriate to the District’s goals, in accordance with the District’s Travel and Expense Reimbursement Policy.

**SECTION 6. HEALTH, VISION, DENTAL BENEFITS**

All full-time District employees shall be eligible for health, vision, and dental benefits. A plan will be offered under which the District pays 100% of the premium for the lowest-cost plan for health, vision, and dental benefits for each employee; if an employee chooses a more expensive plan, the District would cover 75% of the incremental increase in the premium cost. The District will pay 75% of the cost of premiums for dependents. The CEO shall determine the health, vision, and dental benefits of all part-time District employees, which benefits shall not exceed those offered to full-time employees.

**SECTION 6. SEVERABILITY**

If any portion of this Resolution is for any reason held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the constitutionality or validity of the remaining portions of this Resolution.

PASSED AND ADOPTED this 27<sup>th</sup> day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
Interim 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:** June 27, 2022  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Len Materman, CEO  
**Subject:** Draft Fiscal Year 2022-23 Operating Budget, Flood Zones Budget, and Capital Projects Budget

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### **Recommendation:**

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) approve the Draft Fiscal Year 2022-23 Operating Budget, Flood Zones Budget, and Capital Projects Budget (“budgets”).

### **Background and Discussion:**

At the last Board meeting on May 23, 2022, we discussed the District’s current fiscal year (FY 2021-22) budgets and drafts of the upcoming fiscal year (FY 2022-23) budgets to lay the groundwork for Board approval on June 27 of the FY 2022-23 budgets that reflect our staffing and priorities for the next fiscal year on July 1<sup>st</sup>. At this Board meeting, we will discuss in detail the proposed budgets attached to this Agenda Report.

The Operating Budget from previous years has included three annual contributions by all twenty cities within San Mateo County, which were matched by the County itself, to support the District’s start-up period. And while the District has engaged in substantial organizational and project activities over the past 2½ years, we have consistently held District operating expenses below the annual expenses originally estimated. This fact resulted in a surplus each year that, when combined with additional County funding, has built up \$2.85 million in reserves as of June 30, 2022.

For FY 2022-23, the District again expects operating revenues to exceed expenses due to a State grant championed by Assemblymember Kevin Mullin as well as additional County funding. The proposed FY 2022-23 Operating Budget is included as Attachment 1 to this Agenda Report.

The proposed FY 2022-23 Flood Zones Budget is included as Attachment 2 to this Agenda Report. In this Budget, the two largest Colma Creek Flood Zone expense categories are for the planning, design, and construction of maintenance projects and for the debt service on bond funding that the County used to pay for previous capital projects. The largest expense in the San Bruno Zone is for planning, design, and construction to maintain the District-owned pump stations. The District is currently exploring potential capital projects within these two Flood Zones; should Flood Zone funding be required for these efforts before the end of the next fiscal year on June 30, 2023, I will seek a mid-year Board amendment to the Flood Zones Budget. The largest expense in the San Francisquito Zone is our annual contribution to the San Francisquito Creek Joint Powers Authority as one of its member agencies.

The proposed FY 2022-23 Capital Projects Budget – included as Attachment 3 to this Agenda Report – lists revenues and expenses related to closeout, maintenance, and operations of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project; the design and CEQA of the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project; and the early design of a long-term protection and enhancement project for the Pillar Point Harbor Area (for which grant funding is being sought). The District is currently exploring other potential capital efforts with cities in Redwood Shores and at the entrance to Bedwell Bayfront Park in Menlo Park. If these projects require District funding, this can be accomplished through a mid-year Board amendment to the Capital Projects Budget.

**Impact on District Resources:** None

**Attachments:** Draft Fiscal Year 2022-23 Budgets: 1) Operating, 2) Flood Zones, and 3) Capital Projects

San Mateo County Flood & Sea Level Rise Resiliency District

Operating Budget

Proposed for Fiscal Year 2022-23

Budget Item	Proposed Amount
<b>REVENUE</b>	
County Contributions	600,000
State Grants	1,490,500
Interest Earned	9,760
<b>Total Revenue</b>	<b>2,100,260</b>
<b>EXPENSES</b>	
<b>Personnel</b>	
Salary & Related Costs	805,712
Medicare and Social Security	50,194
Retirement Benefits	120,029
Medical, Dental, Vision Benefits	85,725
Contribution to Workers' Comp. & Unemployment Ins.	3,742
Personnel Costs	1,065,402
Portion of Personnel costs reallocated to Flood Zones & capital projects	(90,000)
<b>Net Personnel Costs</b>	<b>975,402</b>
<b>Operations &amp; Support</b>	
Office Lease and Supplies	125,404
Computers and Software	9,700
Advertising and Legal Notices	1,000
Meetings, Travel and Membership Dues	20,690
Contract - Legal Services	75,000
Contract - Audit Services	61,700
Contract - Admin & Financial Services	86,800
Contract - Projects	228,150
Outreach	50,820
Liability and Property Insurance	6,899
Misc. Expenditures	15,000
Total Operations and Support	681,163
Portion of Operations & Support costs reallocated to Flood Zones	(22,121)
<b>Net Operations and Support</b>	<b>659,042</b>
<b>Total Expenses</b>	<b>1,634,444</b>
Total Revenue minus Total Expenses	465,816
Estimated carryover of prior FY fund balance	2,844,855
<b>Estimated reserves at conclusion of FY 2022-23</b>	<b>3,310,671</b>

**San Mateo County Flood & Sea Level Rise Resiliency District  
Flood Zones Budget**

**Proposed for Fiscal Year 2022-23**

<b>Budget Item</b>	<b>Colma Creek</b>	<b>San Bruno Creek</b>	<b>San Francisquito Creek</b>
<b>REVENUE</b>			
Taxes (Secured Property)	4,167,095	350,622	409,794
Rent and Interest Income	25,131	3,848	951
Inter-governmental Revenue	95,307	972	948
<b>Total Revenue</b>	<b>4,287,533</b>	<b>355,442</b>	<b>411,693</b>
<b>EXPENSES</b>			
General Administration of Flood Zones	165,860	50,159	26,390
Maintenance Planning, Design & Construction	1,832,000	643,500	26,000
Capital Projects Planning, Design & Construction	0	0	0
Debt Service on a Bond	1,499,125	0	0
Annual Contribution to SFCJPA	0	0	395,926
Liability and Property Insurance	6,875	8,475	0
<b>Total Expenses</b>	<b>3,503,860</b>	<b>702,134</b>	<b>448,316</b>
Total Revenue minus Total Expenses	783,673	(346,692)	(36,623)
Reserves from prior fiscal year	30,354,543	2,773,928	1,263,234
<b>Estimated Reserves at end of FY2022-23</b>	<b>31,138,216</b>	<b>2,427,236</b>	<b>1,226,611</b>

San Mateo County Flood & Sea Level Rise Resiliency District

Capital Projects Budget

Proposed for Fiscal Year 2022-23

PROJECT	REVENUE			EXPENSES	SURPLUS OR (DEFICIT)
	<u>Local governments</u>	<u>State/Federal</u>	<u>Total</u>		
<b>Bayfront Canal &amp; Atherton Channel</b>	113,187	715,556	828,743		
Consultant Contracts				119,875	
Construction Contracts				452,750	
District Staff Time				30,000	
<b>Total</b>	<b>\$ 113,187</b>	<b>\$ 715,556</b>	<b>\$ 828,743</b>	<b>\$ 602,625</b>	<b>\$226,118 *</b>
<b>Burlingame-Millbrae-SFO Shoreline</b>		2,626,120	2,626,120		
Consultant Contracts				2,550,000	
District Staff Time				76,120	
<b>Total</b>	<b>\$ -</b>	<b>\$ 2,626,120</b>	<b>\$ 2,626,120</b>	<b>\$ 2,626,120</b>	<b>-</b>
<b>Pillar Point Harbor Area Coastline</b>	\$ 75,000	\$ 225,000	\$ 300,000		
Consultant Contracts				\$ 225,000	
District Staff Time				75,000	
<b>Total</b>	<b>\$ 75,000</b>	<b>\$ 225,000</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>-</b>
<b>Total of all Capital Projects</b>	<b>\$ 188,187</b>	<b>\$ 3,566,676</b>	<b>\$ 3,754,863</b>	<b>\$ 3,528,745</b>	<b>\$ 226,118</b>

\* Budget Surplus of \$226,118 available for Bayfront Canal & Atherton Channel Project maintenance and mitigation monitoring