



**San Mateo County Flood & Sea Level Rise
Resiliency District
BOARD OF DIRECTORS**

HYBRID MEETING: IN-PERSON AND BY VIDEOCONFERENCE

This meeting will be held **in-person on the first floor of 1700 S. El Camino Real in San Mateo, and remotely** pursuant to Government Code Section 54953(e). Participants attending the meeting remotely via Zoom should click on the following link:

<https://oneshoreline-org.zoom.us/j/87976921250>
or call 669-444-9171 (Meeting ID# 879 7692 1250)

County Supervisors:

At-Large Dave Pine – **Chair**
District 3 Ray Mueller

City Representatives:

Coast Debbie Ruddock – **Vice Chair**
North Donna Colson
Central Adam Rak
South Lisa Gauthier
At-Large Marie Chuang

AGENDA

February 27, 2023

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 2023-02-27 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 October 24, 2022 and December 12, 2022 District Board meetings
- 4. Regular Business**
 - A. Consider amending the approved schedule of 2023 Regular meetings of the Board of Directors to move the meeting start time to 2:30 PM for the remainder of this year
 - B. Authorize the CEO to execute a contract with Balance Hydrologics, Inc. for services to expand, upgrade, and maintain the District’s Flood Early Warning System
 - C. Authorize the CEO to join the Institute for Local Government’s Beacon Program on behalf of the District
 - D. Receive an update regarding the Bayfront Canal and Atherton Channel Project
- 5. Chair’s Report ***
- 6. CEO’s Report ***
- 7. Board Member Reports and Items for a Future Agenda ***
- 8. Adjournment**

* There is no written staff report for this item

Meeting information, and public access and communications

- Verbal public comments will be accepted during the meeting in person or remotely. Remote comments can be submitted at the appropriate time by raising your hand via Zoom’s Chat or hand raising functions, or speaking if joining by phone. Written public comments can be submitted by email to board@OneShoreline.org by noon on the meeting day – 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 Agenda Report

Date: February 27, 2023
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 2023-02-27 re-invoking 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 only 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 all of its meetings since enactment of AB 361, the Board has adopted, by unanimous vote, resolutions finding that, as a result of the continuing COVID-19 state of emergency, meeting only 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 nearly three 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 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.

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 re-invoking 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 only in person; and that conducting exclusively in-person meetings at the present time would present an imminent risk to the health and safety of attendees.

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

Attachment: Draft Resolution 2023-02-27

DRAFT RESOLUTION NO. 2023-02-27

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
RE-INVOKING 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 all of its meetings since enactment of AB 361, the Board has adopted, by unanimous vote, resolutions finding that, as a result of the continuing COVID-19 state of emergency, meeting exclusively 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 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

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 requiring 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 immuno-compromised 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 only in person and that meeting exclusively in person would present imminent risks to the health or safety of attendees, and the Board will therefore re-invoke 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 exclusively 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 as online teleconference/remote or hybrid meetings.

PASSED AND ADOPTED this 27th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

Acting 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
October 24, 2022
DRAFT - MINUTES

AGENDA ITEM 3B

1. Roll Call

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

Directors Present:

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

Director(s) Absent: None

Staff Present:

Len Materman, Chief Executive Officer
Brian Kulich, Esq., Legal Counsel
Colin Martorana, Project Manager
Lucy Dong, Finance Manager
Makena Wong, 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 2022-10-24 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 September 26, 2022 District Board meeting

Motion made by Director Gauthier and seconded by Director Chuang to set the agenda and approve consent agenda items:

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

Noes: None

Absent: None

Vote: 7-0-0

4. Regular Business

- A. Update on efforts since the October 24, 2021 flood to reduce flooding in San Bruno's Belle Air neighborhood

Len Materman, CEO, spoke on this item and provided the Board and the public with the following information:

1. In recognition of California's Flood Preparedness Week (October 22-29, 2022) and in advance of the coming winter, there are multiple ongoing efforts by OneShoreline and our partners to reduce flood risks and associated costs in San Bruno, including:
 - a. OneShoreline's Flood Early Warning System, which will continue to be a key part of the monitoring and emergency response in this flood-prone area and will inform the planning of climate resilience projects; and
 - b. Coordination with the Public Works departments of the City of San Bruno and San Mateo County to replace the pump and motor at the Walnut Pump Station, repair the San Bruno Creek Tide Gate, and install a backflow valve on Caltrans Storm Drain outfall.
 - c. Reducing flood insurance premiums in the Belle Air neighborhood, whose residents pay a disproportionately high percentage of their income for flood insurance.

Public Speakers: Michael Barber, Samuel Casillas, and Millbrae Councilmember Ann Schneider.

Other speakers: Chair Pine, Director Papan, Director Chuang, Makena Wong, Director Colson, Director Ruddock, and Director Gauthier.

- B. Presentation by Stanford PhD student June Choi on her OneShoreline fellowship regarding flood insurance

Len Materman mentioned that June Choi is researching how people's experience with flooding motivates insurance demand throughout the United States. For her summer 2022 fellowship with OneShoreline, she utilized federal data to understand flood insurance trends locally and identify communities where the cost burden of flood insurance is disproportionately high. June Choi continues to work with OneShoreline to explore whether neighborhoods within San Mateo County with a disproportionately high insurance burden and adjacent high-value insured assets may be candidates for an aggregated community-based flood insurance pilot project.

Public Speakers: Millbrae Councilmember Ann Schneider and Kimberly Williams.

Other speakers: Director Gauthier

5. **Chair's Report**

Council of Cities event will be held this Friday, October 28th in Burlingame and Len Materman will be the keynote speaker.

Public Speaker(s): None

6. **CEO's Report**

Mr. Len Materman provided updates on the following:

- Bayfront Canal & Atherton Channel Flood Protection and Ecosystem Restoration Project

- 2022 San Francisquito Creek Annual Pre-Winter Maintenance
- Colma Creek Citizens Advisory Committee Vacancy
- SFO's Shoreline Protection Program Draft EIR
- Welcoming OneShoreline's newest Stanford Haas Center Fellow – Elisa Boles

Public Speaker: Elisa Boles and Millbrae Councilmember Ann Schneider

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

None

8. **Adjournment**

The meeting adjourned at 5:18 p.m.

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
Board of Directors meeting held in person and remotely via Zoom
December 12, 2022
DRAFT - MINUTES

1. Roll Call

Chair Dave Pine called the meeting to order at 4:04 p.m. at the District offices, and via Zoom video conference software. Acting Clerk 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
 Dave Pine, Representing Board of Supervisors, At Large (Chair)

Director(s) Absent: Debbie Ruddock and Marie Chuang

Staff Present:

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

2. Public Comment

Ann Schneider – Millbrae City Councilmember and a written comment from Gail Barton, Redwood City.

Chair Pine and other Board Directors recognized outgoing members Don Horsley and Diane Papan. Diane Papan is no longer on this Board as she was sworn in as a new member of the California State Assembly on December 5, 2022.

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

- A. Adopt Resolution 2022-12-12 to continue conducting meetings of the Board of Directors remotely due to public health concerns caused by the COVID-19 pandemic
- B. Authorize the Chief Executive Officer to execute the First Amendment to the Memorandum of Understanding for the Bay Area Flood Protection Agencies Association (“BAFPAA”) to enable the District to join BAFPAA

Public Speaker: None

Motion made by Director Colson and seconded by Director Gauthier to set the agenda and approve consent agenda items:

Ayes: Colson, Gauthier, Horsley, and Pine

Noes: None

Absent: Chuang and Ruddock

Vote: 4-0-2

4. **Regular Business**

A. Approve the 2023 Schedule of Regular meetings of the Board of Directors

Motion made by Director Pine and seconded by Director Gauthier to approve the calendar:

Ayes: Colson, Gauthier, Horsley, and Pine

Noes: None

Absent: Chuang and Ruddock

Vote: 4-0-2

B. Approve the appointment of a new at-large member to the Colma Creek Citizens Advisory Committee

Len Materman spoke on this item. OneShoreline staff interviewed three candidates and recommends the appointment of Lissette Morales.

Public Speaker: Lissette Morales

Motion made by Director Horsley and seconded by Director Gauthier to appoint Lissette Morales to the Colma Creek Citizens Advisory Committee:

Ayes: Colson, Gauthier, Horsley, and Pine

Noes: None

Absent: Chuang and Ruddock

Vote: 4-0-2

C. Accept the District's Audited Financial Statements for July 1, 2021 – June 30, 2022 and authorize the Chief Executive Officer, or Designee, to transmit the Audit to appropriate governmental agencies

Len Materman and Annie Louie, auditor managing partner, spoke on this item.

Public Speaker: Sue Digre

Motion made by Director Pine and seconded by Director Gauthier to accept the District's Audited Financial Statements and authorize the Chief Executive Officer, or Designee, to transmit the Audit to appropriate governmental agencies:

Ayes: Colson, Gauthier, Horsley, and Pine

Noes: None

Absent: Chuang and Ruddock

Vote: 4-0-2

D. Receive an update on the performance of District investments and consider amendments to the District's Investment Policy recommended by the Board Finance Committee

Len Materman and Monique Spyke, Managing Director, PFM Asset Management LLC spoke on this item.

Public Speaker: None

Other speakers: Director Colson and Director Horsley.

Motion made by Director Colson and seconded by Director Horsley to accept amendments to the District's Investment Policy recommended by the Board Finance Committee:

Ayes: Colson, Gauthier, Horsley, and Pine

Noes: None

Absent: Chuang and Ruddock

Vote: 4-0-2

5. **Chair's Report**

None

Public Speaker(s): None

6. **CEO's Report**

Len Materman and Colin Martorana provided updates on the following:

- Update on OneShoreline guidance policy for planning and development along the Bay Shoreline
- Grant application to protect portions of San Bruno and South San Francisco
- CalOES invited OneShoreline to apply for a FEMA-funded Flood Mitigation Assistance Grant
- Bayfront Canal & Atherton Channel Flood Protection and Ecosystem Restoration Project

Public Speaker: Michael Barber and Millbrae Councilmember Ann Schneider

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

Next Scheduled Board meeting will be on January 30, 2023 at 4 p.m.

8. **Adjournment**

The meeting adjourned at 5:40 p.m.

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

Date: February 27, 2023

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

From: Len Materman, CEO

Subject: Consider amending the approved schedule of 2023 Regular meetings of the Board of Directors to move the meeting start time to 2:30 PM for the remainder of this year

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) vote to amend the approved schedule of 2023 Regular Meetings for the remainder of the year by maintaining the previously approved dates but establishing a new – 2:30 PM – start time for those meetings.

Background and Discussion

At its meeting on December 12, 2022, the Board approved a schedule of Regular Meetings of the Board for 2023 that are “hybrid” – both in-person on the first floor of the building housing District offices at 1700 S. El Camino Real in the City of San Mateo and remote by video/phone over Zoom – subject to Brown Act requirements for such meetings. That schedule maintained the pattern of one Board meeting per month on the same day of the week (Monday) and start time (4:00 PM) as Board meetings the previous year. The following are the approved dates of Regular Meetings for 2023:

January 30	February 27	March 27
April 24	May 22	June 26
July 24	August 28	September 18
October 23	November 20	December 18

One of the Board members has indicated that they have a recurring conflict with the approved start time, and requests that the Regular Meeting dates listed above be maintained but that the start time of each meeting be moved up from 4:00 PM to 2:30 PM. This Board item is to consider and potentially approve this change, beginning with the next Board meeting on March 27, 2023.

Impact on District Resources

There is no fiscal impact associated with amending the Board’s 2023 Regular meeting schedule.

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

Date: February 27, 2023
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 contract with Balance Hydrologics, Inc. for services to expand, upgrade, and maintain the District's Flood Early Warning System

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District ("District") Board of Directors ("Board") authorize the Chief Executive Officer to execute an agreement with Balance Hydrologics, Inc. ("Balance") to expand and upgrade the District's Flood Early Warning System for a term of January 1, 2023 through June 30, 2024 in an amount not to exceed \$81,643.00.

Background and Discussion

The District is managing a Flood Emergency Response Grant received from the California Department of Water Resources ("DWR") to augment San Mateo County's flood emergency response and establish its early warning capacity. This work includes the upgrade and expansion of the flood early warning system for emergency responders and the general public ("Flood Early Warning System"), public outreach and emergency response personnel coordination throughout several flood-prone watersheds, and the creation of a publicly-accessible flood monitoring webpage. Currently, the Flood Early Warning System includes 12 precipitation stations, 4 stream flow stations, 4 stations that monitor both precipitation amounts and stream flow, and 2 tide gauges.

Balance is a full-service hydrology consulting firm with a focus on hydrology, groundwater resources, watershed planning, and in-stream monitoring. Balance currently maintains active contracts within all nine Bay Area counties related to such work and, since November 2017, has provided essential services in support of San Mateo County's former Flood Resilience Program as a subconsultant to BKF Engineers. In May 2020, following the formation of the District, we assumed this contract, which expired December 31, 2022. Under that agreement, BKF Engineers charged a subconsultant mark-up fee of 10% for Balance's services.

As mentioned at the January 30, 2023 Board meeting, the District intends to enter into a new agreement directly with Balance for their continued support of our Flood Early Warning System. Partnering directly with Balance as a prime contractor (rather than a subconsultant) is preferable to DWR, saves the District from paying a mark-up fee, and allows the District to have more direct and effective project administration and communication.

At the January 30, 2023 meeting during an agenda item related to the major storms and flooding in December and early January, Board members expressed a desire to expand the Flood Early Warning System. In response, District staff has revised Balance's proposed scope of work to include assisting District staff in the selection and implementation of three additional monitoring locations in San Mateo County. If this is approved by the Board, I will soon reach out to cities to locate and plan for the implementation of these additional stations.

The agreement will include a term beginning, retroactively, on January 1, 2023 and conclude June 30, 2024, and a maximum fiscal obligation not to exceed \$81,643.00. Balance's services under the Agreement include continued support in coordinating field operations, ongoing refinement of flood and rainfall warning thresholds, flood data management, and the added support in selecting and implementing the three new monitoring stations.

Impact on District Resources: The majority of funding for the efforts outlined in this report are provided by DWR's Flood Emergency Response Grant. The District is seeking DWR funding for the additional monitoring stations; if that is not approved, this funding would come out of District Operating funds and/or city funds.

Attachment: Draft Agreement 2023-02-27-BHI

**DRAFT AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND BALANCE HYDROLOGICS, INC.**

This Agreement is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“District”), and Balance Hydrologics, Inc. (“Contractor”) (together, the “Parties”) effective January 1, 2023.

Recitals

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; and it is necessary and desirable that Contractor be retained for the purpose of coordinating field operations, the ongoing refinement of flood and rainfall warning thresholds, flood data management, and the added support in the siting and installation logistics of three monitoring stations.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference:

- Exhibit A—Scope of Services
- Exhibit B—Payments and Rates
- Exhibit C—Schedule

2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement 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.

3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District’s total fiscal obligation under this Agreement exceed Eighty-One Thousand Six Hundred Forty-Three Dollars (\$81,643.00). 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 Agreement.

4. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2023 through June 30, 2024.

5. **Time of Performance.** The services shall be performed on a timely, regular basis in accordance with the Schedule set forth in Exhibit C.

6. **Standard of Care.** As a material inducement to District to enter into this Agreement, Contractor hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, 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 under this Agreement to all recognized applicable professional standards and pursuant to the above stated Standard of Care. Contractor hereby represents and covenants that it shall follow the professional standards used by a competent practitioner in performing all services required hereunder.

8. **Termination.**

(a) This Agreement 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 Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the services actually completed to the services required by the Agreement.

(b) District may terminate this Agreement or a portion of the services referenced in the Exhibits 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 Agreement 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 Agreement 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 Agreement 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 Agreement for the convenience of District or for work stoppages beyond the control of District or Contractor. Subject to the provisions of this Agreement relating to termination, a suspension of the work does not void this Agreement. 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 Agreement, all finished or unfinished work products, documents, data, studies, maps, photographs, and other materials and efforts conducted by Contractor under this Agreement 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 Agreement 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 Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement 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 Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

13. Assignability and Subcontracting. Contractor shall not assign this Agreement nor any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement 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 Agreement 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 Agreement 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 Agreement.

15. Insurance.

(a) Contractor shall not commence work under this Agreement 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 Agreement. 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 Agreement, 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 Agreement, 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 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 Contractor's operations under this Agreement, 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 Agreement to the contrary, District may immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

16. Compliance With Laws.

(a) All services to be performed by Contractor pursuant to this Agreement 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 Agreement 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 Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

(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 Agreement. Contractor shall also report to District Chief Executive Officer (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 Agreement, subjecting the Agreement 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 Agreement 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 Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

18. Merger Clause; Amendments. This Agreement, including all Exhibits and other attachments incorporated by reference, constitutes the sole Agreement 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 Agreement 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 Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments of the Agreement shall be in writing and signed by the Parties.

19. Controlling Law; Venue. The validity of this Agreement and of its terms, the rights and duties of the Parties, 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.

20. Notices. Any notice, request, demand, or other communication required or permitted under this Agreement 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: Len Materman, Chief Executive Officer
Address: 1700 South El Camino Real, Suite 502, San Mateo, CA 94402
Telephone: 650-844-8310
Email: info@OneShoreline.org

In the case of Contractor, to:

Name/Title: Colleen Haraden
Address: 800 Bancroft Way, Suite 101, Berkeley, CA 94710
Telephone: 510-704-1000, x212
Email: charaden@balancehydro.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 Agreement 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 Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- 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 Agreement;
- 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 Agreement shall not be a waiver of any other condition of performance under this Agreement. 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 Agreement, 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 Agreement and future documents relating to this Agreement 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 Agreement 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 Agreement.

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

For Contractor, Balance Hydrologics, Inc.:

Contractor Signature

Contractor Name (Print)

Date

For District:

Len Materman
Chief Executive Officer

Date

Exhibit A – Scope of Services

In consideration of the payments set forth in Exhibit B, Contractor shall perform the services described below for District in accordance with the terms, conditions, and specifications set forth in this Agreement.

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

SUMMARY

Balance Hydrologics is pleased to submit the following proposal for continued work related to the rehabilitation, optimization, and set-up of a Flood Early Warning System for the San Mateo County Flood and Sea Level Rise Resiliency District ('District'). The following scope is intended to cover work completed starting at the beginning of Calendar Year 2023 ('CY23'), and continuing through the end of Fiscal Year 2024 ('FY24'; June 30, 2024). Our primary goals for this workplan are to: 1) coordinate annual site maintenance of existing ALERT and ALERT2 stations; 2) coordinate the installation of three additional ALERT2 monitoring stations in the Pescadero watershed and the upgrade of the repeater at La Honda; 3) assess locations, plan for, and support the installation of three additional monitoring stations at currently unidentified locations within the County; 4) continued monitoring of supplemental stream stations on the Bay side; 5) continue the refinement and establishment of flood and rainfall thresholds for the planned and existing monitoring stations; and 6) general coordination, project management, and qa/qc of data coming into the Contrail software. Descriptions of the tasks required for this work are included below.

PROJECT TASKS AND WORK PLAN

TASK DESCRIPTIONS:

TASK 1. WORK PLANNED FOR THE REMAINDER OF FISCAL YEAR 2023

Balance will work with the District to optimize, upgrade, and monitor the Flood Warning monitoring network. Key subtasks for the remainder of FY2023 include:

- a. The Balance team will support the installation of two new ALERT2 monitoring stations in the Pescadero and Butano Creek watershed, one on Pescadero Creek at Stage Road and the other on Butano Creek at the existing re-occupied USGS gaging station. Current plans for these stations would be to install a telemetry cabinet (mounted to the side of the bridge) at the Stage Road location, and a smaller pole-mounted cabinet near the existing station at the Butano Creek site. A third monitoring station is planned to transmit the status of the existing road sign flasher located on Pescadero Road at the Butano Creek crossing. We will also continue coordination and planning for the upgrade of the La Honda repeater to ALERT2.
- b. Data management: Balance will monitor data feeds to the system in order to identify potential transmission and equipment malfunction problems or other potential data quality errors (drifting water level sensors or clogged tipping buckets, for example), and otherwise monitor the performance of the District's data collection system. This task also includes time for updates to the flood warning thresholds for the various stations, as needed.
- c. Download and process data from the supplemental monitoring loggers in four Bayside watersheds (Belmont, San Mateo, San Bruno, and Atherton) and in the Butano Creek watershed.
- d. Assist in the selection of three additional monitoring locations, in coordination with District staff and local member agencies. This work would involve site assessment and assistance in assembling appropriate permitting documentation (site plans; monitoring rationale; etc.), and coordination with AEM to refine equipment needs at the sites.
- e. Project management of day-to-day project operations, as well as managerial communication and coordination with the District and other project team members in order to keep the project running smoothly, as well as preparation of monthly invoices, project summaries, and budget updates. This work also includes coordination related to and review of permitting documentation for the new monitoring locations.



ASSUMPTIONS:

- Balance will continue to coordinate with AEM (formerly High Sierra) on the installation of new monitoring stations. Final payments on orders placed in 2022 will be paid through Balance's contract, but for orders placed in CY23 (including those for maintenance tasks on existing stations and the three additional stations not yet ordered), AEM invoices will be sent directly to the District, and associated costs are not included in this estimate.
- We have not included time for emergency maintenance of the equipment in the case of malfunction. Should such services be required, we will seek additional authorization, hope to recover time through efficiencies gained elsewhere in the budget, or cover through work directly billed to the District from AEM.

TASK 2. OPERATION AND DATA MANAGEMENT FOR FISCAL YEAR 2024

Balance will work with the District to continue operation, optimization, management, and monitoring of the Flood Warning network. Key subtasks for work in FY2024 include:

- a. Data management: Balance will monitor data feeds to the system in order to identify potential transmission and equipment malfunction problems or other potential data quality errors (drifting water level sensors or clogged tipping buckets, for example), and otherwise monitor the performance of the District's data collection system. Coordination and planning for annual maintenance prior to the beginning of water year 2024. Establish/refine rainfall thresholds based on data from prior years (especially WY2023 data).
- b. Deploy, download and process data from the supplemental monitoring loggers in up to four watersheds (Belmont, San Mateo, San Bruno, and Atherton; or other locations as requested by the District) and in the Butano Creek watershed.
- c. Continued coordination and planning for potential additions/upgrades to the District's flood warning system. We expect that an additional three stations will be installed in FY2024; Balance would coordinate with AEM to guide the installation of these stations.
- d. Project management of day-to-day project operations, as well as managerial communication and coordination with the District and other project team members in order to keep the project running smoothly, as well as preparation of monthly invoices, project summaries, and budget updates. This work also includes coordination related to and review of permitting documentation for the new monitoring locations.

ASSUMPTIONS:

- Balance will continue to coordinate with AEM (formerly High Sierra) on annual maintenance items and new station equipment needs, but all AEM invoices will be sent directly to the District, and associated AEM costs are not included in this estimate.
- We have not included time for emergency maintenance of the equipment in the case of malfunction. Should such services be required, we will seek additional authorization, hope to recover time through efficiencies gained elsewhere in the budget, or cover through work directly billed to the District from AEM.



BUDGET:

The attached Table 1 shows the anticipated costs (labor and expenses) for each of the tasks described above. We provide an estimate of projected costs under the assumptions listed within each task.

SCHEDULE:

The workplan proposed above covers monitoring, data management, and project coordination for the period between January 1, 2023 and June 30, 2024. Annual maintenance was conducted in September 2022, and is anticipated to be conducted again (by AEM) prior to the WY2024 season. Completion of the installation of the three Pescadero watershed stations (along with the upgrade to the La Honda repeater) is expected in the spring of 2023. Installation of the other three monitoring stations (locations not yet determined) is expected during Fiscal Year 2024.

Exhibit B – Payments and Rates

In consideration of the Scope of Services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, District shall pay Contractor based on the following fee schedule and terms:

Under no circumstances shall the amount paid by District to Contractor exceed \$81,643.00. Contractor shall provide District with a written itemized invoice that allows the District to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services, and specified work completed.

Remit Invoices to:

San Mateo County Flood and Sea Level Rise Resiliency District

1700 South El Camino Real, Suite 502

San Mateo, CA 94402

Email: LDong@OneShoreline.org

Payment will be made within 45 days of invoice receipt.

**Table 1. Anticipated on-going costs including labor, equipment, and expenses
222213 San Mateo County Flood Warning System: FY23-FY24.**

Task Number and Description	Balance Hydrologics														Direct Expenses estimate (mileage, equipment rental, etc.)	Total Cost (Balance Hydrologics)	OneRain/High Sierra			Total subcontractor cost + markup	Total Cost				
	Principal	Senior Professional	Project Professional	Sr. Staff Professional	Staff Professional	Assistant Professional	Junior Professional	GIS Sr Analyst	IT/GIS Specialist	GIS/CADD Assist. Analyst	Sr. Proj Admin	Sr. Report Specialist	Report specialist	Hydrologic Tech			Labor Costs For Task	Labor (hrs)	Direct expenses			Cost (OneRain)			
	\$237	\$201	\$194	\$184	\$158	\$145	\$135	\$150	\$135	\$120	\$135	\$105	\$95	\$95		\$151			1.05						
Task 1. Remaining FY2023 work																									
1a. Coordination of Pescadero Stations (and repeater) installation	6			8	4						2				\$3,796	\$1,300	mileage; supplies	\$5,096	\$26,447	Remaining items on existing orders (repeater; Pescadero/Butano stations)	\$26,447	\$27,769	\$32,865		
1b. In-season monitoring of data feeds	4			10	6										\$3,736			\$3,736					\$3,736		
1c. Retrieval of supplemental dataloggers; data workup	4			22											\$4,996	\$1,530	mileage; logger rental; misc. supplies	\$6,526						\$6,526	
1d. Planning and coordination for 3 additional monitoring stations (site selection; field visits)	12			20	6						2				\$7,742	\$800	mileage	\$8,542						\$8,542	
1e. Project management	2			6							6				\$2,388			\$2,388						\$2,388	
Task 2. FY2024 work																									
2a. In-season monitoring of data feeds	6			28	20										\$9,734			\$9,734							\$9,734
2b. Deployment and retrieval of supplemental dataloggers; data workup	4			24	8										\$6,628	\$2,200	mileage; logger rental; misc. supplies	\$8,828						\$8,828	
2c. Coordinating installation of 3 new stations	6			18	8										\$5,998			\$5,998						\$5,998	
2d. Project management	2			8							8				\$3,026			\$3,026						\$3,026	
Subtotal Hours	46			144	52						18							\$53,874			\$26,447			\$81,643	

Notes:

mileage billed at \$0.625 per mile

equipment costs provided are estimates; equipment will be billed at cost + 5%.

Exhibit C – Schedule

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, Contractor shall perform services in accordance with the schedule described in Exhibit A.

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

Date: February 27, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the CEO to join the Institute for Local Government’s Beacon Program on behalf of the District

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize Chief Executive Officer to submit an application to join the Institute for Local Government’s Beacon Program on behalf of the District.

Background and Discussion

The Institute for Local Government (ILG) is the nonprofit training and education affiliate of the League of California Cities, California State Association of Counties, and California Special Districts Association. An established effort of the ILG is its Beacon Program, which provides a framework for cities, counties, and special districts to implement and share best practices that create more vibrant and resilient communities. The program honors voluntary efforts by local governments to save energy, reduce greenhouse gas emissions and adopt policies and programs that promote sustainability and resilience.

Beacon Program participants receive support and encouragement from ILG and other local government agencies to understand and apply resilience best practices, and collect and organize data to advance participants’ achievements within the program’s five areas of accomplishment. Four of the program areas relate to the “offense” side of addressing climate change – energy and carbon reduction – and one relates to District efforts on the “defense” side – adaptation and resilience. Within each area, the participant can receive awards and gain recognition for their efforts based on the level of achievement. In addition to award recognition, participants receive monthly communications about innovative practices, funding opportunities, access to peer-to-peer networking opportunities and invitations to highlight sustainability leadership.

In order to participate in the Beacon Program, a local government agency must complete an application and, in the case of a special district like ours, submit a letter of support from the CEO to participate in the program and designate a lead staff person as a point of contact.

Additional detailed information about the program can be found at ca-ilg.org/beacon-program.

Impact on District Resources

The program is designed to complement existing efforts, so participation in it is not anticipated to impact District resources, and may increase our competitiveness for future grant funding.

Attachments

None

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

Date: February 27, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Receive an update regarding the Bayfront Canal and Atherton Channel Project

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) receive an update on the Bayfront Canal and Atherton Channel Flood Protection Project (“Project”), including change orders to the construction contract approved by the Chief Executive Officer (“CEO”).

Background and Discussion

The construction of this important flood mitigation project was completed in early 2022 and since that time I have provided periodic updates to the Board on the status of close-out activities. At last month’s Board meeting, I reported that the new facility successfully diverted stormwater from Bayfront Canal into the U.S. Fish & Wildlife Service Ravenswood Ponds, and in the process reduced flooding at the mobile home parks in Redwood City and Unincorporated San Mateo County during the major storms in the late December and early January.

Previously, I described an issue that has prevented us from closing out the project – the rate of infiltration of groundwater into the underground culverts connecting the Bayfront Canal and Ravenswood Ponds. These culverts largely lie below the surrounding groundwater elevation and are not intended to be water-tight and thus a small amount of groundwater infiltration is expected. However, the high rate of infiltration is concerning because it compromises our ability to operate, maintain, and safely service the system.

In November 2022, in collaboration with the Project design engineer, construction management firm, and construction contractor, the system was dewatered so that a closed-circuit television (CCTV) inspection could identify the points of infiltration that may warrant corrective action. The District then secured a proposal from a qualified firm to repair the issue, and on February 7, 2023, the District’s construction management firm issued a letter to our contractor requesting corrective action that reduces the high rate of infiltration.

This project’s Memorandum of Understanding (“MOU”) was approved by the Board on November 9, 2020. Among other items, it secured \$8,590,000 in funding to complete Project design, secure land easements and environmental permits, construct and mitigate the impacts of the Project, and operate and maintain it for five years. After accounting for the cost of these activities, plus legal representation, outreach, and District staff time, we anticipate having sufficient funding to operate and maintain the Project as contemplated in the MOU.

Impact on District Resources

There is no impact on District resources associated with this item. The funds provided by the MOU between the Project funding agencies remain sufficient to cover Project-related costs.

Attachments

None