



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

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

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.** Participants attending the meeting remotely via Zoom should click on the following link:

<https://oneshoreline-org.zoom.us/j/82314444852>

or call 669-444-9171 (Meeting ID# 82314444852)

AGENDA

May 22, 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. Approve the Minutes of the January 30, 2023, February 27, 2023, and April 24, 2023 District Board meetings

4. Regular Business

A. Discuss the District’s draft *Planning Guidance Policy to Protect and Enhance Bay Shoreline Areas of San Mateo County*, available at OneShoreline.org, review public comments regarding the *Policy* received by the May 19 comment deadline, and receive input on it before it is finalized and considered for approval at the June 26 Board meeting

B. Authorize the CEO to execute a grant agreement with San Mateo County for \$300,000 through June 30, 2025

C. Discuss the Fiscal Year 2022-23 Operating Budget, Flood Zones Budget, and Capital Projects Budget, and the Draft Fiscal Year 2023-24 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. 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
Board of Directors meeting held in person and remotely via Zoom
January 30, 2023
DRAFT - MINUTES

Chair Dave Pine called the meeting to order at 4:04 p.m. via Zoom video conference software.

1. Swear in New Board Members San Mateo County Supervisor Ray Mueller and San Carlos Mayor Adam Rak*

Brian Kulich, Legal Counsel, swore in the two newest members.

2. Roll Call

Interim Clerk of the Board 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
Ray Mueller, Representing Board of Supervisors, District 3
Dave Pine, Representing Board of Supervisors, At Large (Chair)
Adam Rak, Representing Central San Mateo County Cities
Debbie Ruddock, Representing Pacific Coastside San Mateo County Cities (Vice 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, Interim Clerk of the Board

3. Public Comment

Debbie and Adelaide Nye

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

- A. Adopt Resolution 2023-01-30 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 an amendment to OneShoreline's office space lease agreement at 1700 S. El Camino Real in San Mateo to extend that agreement through February 29, 2024

Public Speaker: None

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

Ayes: Chuang, Colson, Gauthier, Mueller, Pine, Rak, and Ruddock

Noes: None

Absent: None

Vote: 7-0-0

5. Regular Business

- A. Discuss and take action to elect Board officers; confirm, establish, and appoint members to Board committees; and appoint Board members to outside agencies

Board Chair: Director Pine

Board Vice Chair: Director Ruddock

Finance (standing) Committee: Directors Colson, Gauthier, and Chuang

Personnel (ad hoc) Committee: Directors Colson, Chuang, and Pine

Strategic Planning (ad hoc) Committee: Directors Ruddock, Rak, and Pine

Government Affairs (ad hoc) Committee: Directors Ruddock, Gauthier, and Rak

Designation to the ACWA JPIA: Director Lisa Gauthier (Director) and Lucy Dong (Alternate Director)

Motion made by Director Chuang and seconded by Director Rak to approve the committee assignments and appoint ACWA JPIA Designations:

Ayes: Chuang, Colson, Gauthier, Mueller, Pine, Rak, and Ruddock

Noes: None

Absent: None

Vote: 7-0-0

- B. Receive an update on activities by OneShoreline and other jurisdictions during and after the major storms of December 2022 and January 2023

Len Materman spoke on this item. OneShoreline activities included Belmont Creek Dredging, Bayfront Canal and Atherton Channel Flood Protection, San Bruno Pump Stations, Mapping Flood Impacts, and Countywide Flood Early Warning System.

Azalea Mitch, Public Works Director, City of San Mateo spoke regarding the City's Winter Storms Response.

Lisa Petersen, Public Works Director, City of Pacifica spoke regarding the City's Winter Storms Response.

Public Speakers: Ann Schneider, Mayor of Millbrae; Debbie; and Sue Vaterlaus, Mayor Pro Tem of Pacifica.

Other Speakers: Directors Ruddock, Rak, Colson, Gauthier, Mueller, and Chair Pine

- C. Receive an update on the activities and agreements related to OneShoreline's Flood Early Warning System

Len Materman spoke on this item. New stations within the Pescadero and Butano Creek Watersheds are coming online this spring in coordination with the County and San Mateo Resource Conservation District.

This year, the District intends to develop Flood Emergency Action Plans for three Bayside watersheds that are prone to flooding – Colma & San Bruno Creeks, Belmont Creek, and Bayfront & Atherton Channel.

Public Speaker: Ann Schneider, Mayor of Millbrae

Other Speakers: Chair Pine, and Directors Rak, and Gauthier

6. **Chair's Report**

Report was provided by Chair Dave Pine, including updates on the District's storm response, outreach, and Director Gauthier's selection for a working group at BCDC. Vice Chair Ruddock also provided an update on funding for climate efforts in the State budget.

Public Speaker(s): None

7. **CEO's Report**

Planning Guidance Update was provided by Len Materman. OneShoreline staff are currently finalizing the administrative draft for feedback from staff of all Bayside cities in the county, the County, BCDC, and legal counsel. Plan is to incorporate input and, at a future Board Meeting, present a draft and open a public comment period (likely in April).

Len Materman also provided an update on Leadership Council Community Acceleration Project Team.

Public Speaker(s): Ann Schneider, Mayor of Millbrae.

Other Speaker: Chair Pine

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

Next Scheduled Board meeting will be on February 27, 2023, at 4:00 p.m.

9. **Adjournment**

The meeting adjourned at 5:47 p.m.

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
Board of Directors meeting held in person and remotely via Zoom
February 27, 2023
DRAFT - MINUTES

1. Roll Call

Chair Dave Pine called the meeting to order at 4:02 p.m. via Zoom video conference software. Interim Clerk of the Board Sukhmani Purewal took the roll call.

Directors Present:

Marie Chuang, Representing At Large
Donna Colson, Representing Northern San Mateo County Cities
Lisa Gauthier, Representing Southern San Mateo County Cities
Ray Mueller, Representing Board of Supervisors, District 3
Dave Pine, Representing Board of Supervisors, At Large (Chair)
Adam Rak, Representing Central San Mateo County Cities
Debbie Ruddock, Representing Pacific Coastside San Mateo County Cities (Vice Chair)

Director(s) Absent: None

Staff Present:

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

2. Public Comment

Ann Schneider, Mayor of Millbrae; and Samuel Casillas, City of Pacifica resident.

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

Public Speaker: None

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

Ayes: Chuang, Colson, Gauthier, Mueller, Pine, Rak and Ruddock

Noes: None

Absent: None

Vote: 7-0-0

- B. Approve the Minutes of the October 24, 2022, and December 12, 2022 District Board meetings

Public Speaker: None

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

Ayes: Chuang, Colson, Gauthier, Mueller, Pine, and Ruddock

Noes: None

Absent: None

Abstain: Rak

Vote: 6-0-0

Director Rak abstained on Item No. 3B

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

Len Materman spoke on this item and provided the Board with several options on dates and times.

After a discussion between the Directors, no changes to the schedule of 2023 Regular meetings were made.

Other Speakers: All Directors

- B. Authorize the CEO to execute a contract with Balance Hydrologics, Inc. for services expand, upgrade, and maintain the District's Flood Early Warning System

Len Materman spoke on this item, and responded to questions from Directors.

Public Speaker: Ann Schneider, Mayor of Millbrae

Other Speakers: Directors Chuang, Mueller, Rak, Gauthier, Pine, and Colson; Colin Martorana, Makena Wong

Motion made by Director Chuang and seconded by Director Gauthier for the CEO to execute a contract with Balance Hydrologics, Inc.:

Ayes: Chuang, Colson, Gauthier, Mueller, Pine, Rak, and Ruddock

Noes: None

Absent: None

Vote: 7-0-0

- C. Authorize the CEO to join the Institute for Local Government's (ILG) Beacon Program on behalf of the District

Len Materman, and Nikita Sinha, ILG Program Manager, spoke on this item. The ILG is the nonprofit training and education affiliate of the League of CA Cities, CA State Association of Counties, and CA Special Districts Association. ILG provides practical and easy-to-use resources so local agencies can effectively implement policies on the ground. Beacon Program provides a framework for local governments to share best management practices, share lessons learned, and be recognized for voluntary efforts to take climate action in ways that make sense for their communities.

Public Speaker: None

Other Speaker: Director Gauthier

Motion made by Director Gauthier and seconded by Director Rak authorizing the CEO to join the Institute for Local Government's Beacon Program on behalf of the district:

Ayes: Chuang, Colson, Gauthier, Mueller, Pine, Rak, and Ruddock

Noes: None

Absent: None

Vote: 7-0-0

D. Receive an update regarding the Bayfront Canal and Atherton Channel Project

Len Materman spoke on this item. Construction was completed in early 2022, and during December and January storms, the project successfully diverted stormwater from Bayfront Canal into the U.S. Fish & Wildlife Service Ponds, which reduced flooding at mobile home parks.

Public Speakers: None

Other Speakers: All Directors, Colin Martorana

Director Mueller left the meeting at 5:03 p.m.

5. **Chair's Report**

Chair Pine recommended that the Personnel Committee reconvene soon.

Public Speaker(s): None

6. **CEO's Report**

Len Materman provided updates on the following:

- Administrative draft of the District's Planning Guidance Policy was distributed for comments to staff at the County and all 12 Bayside Cities in the County
- On April 19, OneShoreline is planning to release the draft Policy for a 30-day public comment period, and discuss it in detail at the April 24 Board meeting.
- Stanford Fellowships in 2023
- FEMA BRIC Grant for the Millbrae-Burlingame Shoreline Project

Public Speaker: Ann Schneider, Mayor of Millbrae

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

Director Rak discussed his meeting with Rep. Mullin's office in Washington D.C.

Director Gauthier requested further discussion regarding flooding experienced by mobile home parks in Redwood City during recent storms.

Directors Colson and Ruddock briefly addressed a message from Sam Casillas, City of Pacifica resident.

Director Ruddock provided updates on State Legislation related to climate change.

Next Board meeting is scheduled to take place on March 27, 2023, at 4:00 p.m.

8. **Adjournment**

The meeting adjourned at 5:22 p.m.

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
Board of Directors meeting held in person and remotely via Zoom
April 24, 2023
DRAFT - MINUTES

1. Roll Call

Chair Dave Pine called the meeting to order at 4:02 p.m. via Zoom video conference software. Interim Clerk of the Board Sukhmani Purewal took the roll call.

Directors Present:

Marie Chuang, Representing At Large
Donna Colson, Representing Northern San Mateo County Cities
Lisa Gauthier, Representing Southern San Mateo County Cities
Dave Pine, Representing Board of Supervisors, At Large (Chair)
Debbie Ruddock, Representing Pacific Coastside San Mateo County Cities (Vice Chair)

Directors Absent: Ray Mueller, Representing Board of Supervisors, District 3
Adam Rak, 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, Project Manager
Sukhmani Purewal, Interim Clerk of the Board

2. Public Comment

Gita Dev, Sierra Club Loma Prieta Chapter; Carlisle Ann Young; and brief response by Len Materman.

3. Action to Set the Agenda

Public Speaker: None

Motion made by Director Ruddock and seconded by Director Gauthier to set the agenda:
Ayes: Chuang, Colson, Gauthier, Pine, and Ruddock
Noes: None
Absent: Mueller and Rak
Vote: 5-0-2

4. Regular Business

- A. Discuss the District's Draft Planning Guidance Policy to Protect and Enhance Bay Shoreline Areas of San Mateo County, available at OneShoreline.org for public comments through May 19, 2023

Len Materman and Makena Wong spoke on this item.
Supervisor Mueller joined the meeting at 4:11 p.m.
Director Rak joined the meeting at 4:25 p.m.

Other Speakers: Kelly Beggs, Senior Planner with Good City Company;
Directors Colson and Ruddock

Public Speakers: Margaret Bruce, Executive Director at San Francisquito
Creek Joint Powers Authority; Carlyse Ann Young, Moss Beach resident; Gita
Dev, Sierra Club Loma Prieta; and Samuel Casillas, City of Pacifica resident.

B. Approve the Second Amended and Restated Joint Powers Agreement for the
San Francisquito Creek Joint Powers Authority

Len Materman spoke on this item along with Margaret Bruce, Executive
Director at San Francisquito Creek Joint Powers Authority.

In May 1999, the cities of East Palo Alto, Menlo Park, Palo Alto, the Santa
Clara Valley Water District; and San Mateo County Flood Control District
formed the San Francisquito Creek Joint Powers Authority (SFCJPA) through
an Agreement.

This agreement was first amended effective January 1, 2020, to reflect the
establishment of OneShoreline, while additional necessary changes to the
Agreement were recognized by all parties, to reflect the current nature of
SFCJPA activities.

Revisions in the Second Amended SFCJPA Agreement include:

- secures and administers funds for its operations and projects rather than
relies on Member Entity funds,
- develops and maintains projects rather than simply plans them,
- creates recreational opportunities in addition to restoring the
environment, and
- enhances the ability of emergency response agencies to respond to
flooding.

Other Speaker: Brian Kulich, Legal Counsel; Directors Mueller and Gauthier

Public Speaker: None

Motion made by Director Colson and seconded by Director Mueller to
postpone this item to the May 22, 2023, Board meeting until other JPA
agencies hear and take action on this agreement first:

Ayes: Chuang, Colson, Gauthier, Mueller, Pine, Rak, and Ruddock

Noes: None

Absent: None

Vote: 7-0-0

5. **Chair's Report**

Chair Pine mentioned that Director Lisa Gauthier was appointed to the San
Francisco Bay Restoration Authority's Governing Board and highlighted a recent
study on the cost of adapting to sea level rise in the Bay Area.

Director Ruddock provided updates on a few State bills that may provide climate-
related funding.

Public Speaker(s): None

6. **CEO's Report**

Len Materman provided an update on Assembly Bill 970, which calls out OneShoreline for a pilot project related to climate resilience insurance.

OneShoreline draft FY2023-24 budgets will be brought forward for discussion at the next Board meeting on May 22, 2023.

San Francisco International Airport has indicated that it is available to update this Board with a presentation on their shoreline protection efforts at the next Board meeting on May 22, 2023.

Director Rak left the meeting at 5:33 p.m.

Public Speaker(s): None

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

Next Scheduled Board meeting will be on May 22, 2023, at 4:00 p.m.

8. **Adjournment**

The meeting adjourned at 5:37 p.m.

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

Date: May 22, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Discuss the District’s draft *Planning Guidance Policy to Protect and Enhance Bay Shoreline Areas of San Mateo County*, available at OneShoreline.org, review public comments regarding the *Policy* received by the May 19 comment deadline, and receive input on it before it is finalized and considered for approval at the June 26 Board meeting

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) discuss the District’s draft *Planning Guidance Policy to Protect and Enhance Bay Shoreline Areas of San Mateo County*, review public comments regarding the *Policy* received by the May 19 comment deadline, and provide input on the *Policy* before it is finalized and considered for approval at the June 26 Board meeting.

Background and Discussion:

At every Board meeting since June 2022, either through a Regular Business item or the CEO’s Report, the Board has received an update and discussed the District’s work to develop guidance for the twelve cities within San Mateo County and the County itself that are directly impacted by the Bay to account for anticipated increases in flooding, sea level rise, and shallow groundwater rise due to climate change.

Beginning late last year, and with the significant assistance of consultants with expertise in land use planning and engineering, as well as the District’s Stanford PhD fellow Elisa Boles, we have developed a standardized, yet evolving, voluntary resource titled *Planning Guidance Policy to Protect and Enhance Bay Shoreline Areas of San Mateo County*. This document provides template text for key local planning documents (a general plan, specific plan, and zoning ordinance) and recommendations for reviewing private development proposals with an eye towards resilience.

At the last Board Meeting on April 24, OneShoreline introduced the Public Draft of the *Planning Guidance Policy* document, which was released broadly on April 19 for a 30-day public comment period that closed on Friday, May 19. After its release, the document was featured in radio and online news coverage from multiple outlets, available at OneShoreline.org/news. OneShoreline also hosted a virtual Public Information and Feedback Session on May 9, a recording of which is available at OneShoreline.org/Planning-Guidance. Questions at the May 9 Session ranged from seeking clarification on whether the document was voluntary or mandatory, how members of the public can request OneShoreline’s input on private development proposals, and how to synchronize resilience measures among private developments and with large-scale regional shoreline projects.

At the May 22 Board meeting, District staff will discuss the comments and questions received and seek additional Board and public input. Following this meeting, staff plans to develop a final draft of the *Planning Guidance Policy* and bring it to the Board for approval at its June 26, 2023 meeting.

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

Attachments: None. To view the draft *Planning Guidance Policy* and Map of Future Conditions online, visit the District planning guidance webpage, OneShoreline.org/Planning-Guidance.

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

Date: May 22, 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 grant agreement with San Mateo County for \$300,000 through June 30, 2025

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the CEO to execute a grant agreement with the County of San Mateo for \$300,000 for a term through June 30, 2025.

Background and Discussion

Measure K is the half-cent general sales tax initially approved by San Mateo County (“County”) voters in November 2012. Dave Pine, chair of the District Board and current president of the County Board of Supervisors, recently proposed to use Measure K funds to support three distinct efforts led by the District.

- Complete the District’s *Planning Guidance Policy* for the San Francisco Bay shoreline area. With Measure K funds, District staff and consultants will complete this effort, which is described in greater detail in the staff report for Agenda Item 4A of this Board meeting.
- Expand the reach of the District’s countywide Flood Early Warning System by evaluating potential sites to install new creek flow and precipitation stations in upstream areas of at least two creeks that experienced flooding this past winter. This System provides advance warning of potential flooding to public agencies, emergency responders, and the public. With Measure K funds, District staff and consultants will complete technical evaluations of potential sites, secure site access rights, install and maintain the new stations, and integrate these stations into the System.
- Apply for and secure a 5-year maintenance permit to periodically remove debris from specific reaches of at least three Bayside creeks that caused flooding this past winter. With Measure K funds, the District will hire and manage an environmental permitting consultant to develop permit applications and secure the permits necessary to perform this work, which may include approvals from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, and Bay Conservation and Development Commission. The implementation of the maintenance activities covered under this permit will be performed by the benefitting local jurisdictions.

Chair Pine’s proposal took the form of the attached agreement between the District and County, which was approved by the Board of Supervisors on May 9, 2023. The term of this agreement is through June 30, 2025, during which time funds would be disbursed to the District in two payments upon submission of an invoice and required supporting documentation: Payment 1 for up to 50% of the grant (\$150,000) and Payment 2 for the remainder of the grant funds.

Impact on District Resources: As a result of this agreement, the District will receive \$300,000 and thus substantially reduce the amount of District funds needed to carry out these important efforts.

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

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

This Agreement is entered into this 9th day of May, 2023 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the San Mateo Flood and Sea Level Rise Resiliency District, hereinafter called "Grantee."

* * *

WHEREAS, the Grantee has applied to the County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant");

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

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

1. Exhibits and Attachments

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

Exhibit A—Project Description
Exhibit B—Reporting and Invoicing

2. Grant

County hereby grants to Grantee a sum not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

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

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is as follows:

- **Payment 1-** Invoice for up to 50% of the grant (\$150,000), upon submission of receipts/invoices showing expenditures on items funded by the grant.
- **Payment 2-** Invoice for remainder of the grant (\$150,000), upon submission of receipts/invoices showing expenditures on items funded by the grant, including photographs and use of Measure K logo as approved by the County.

INVOICES: Requests for grant disbursement should be (1) on the organization's official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

County Executive's Office
Cristal Pepin, Accountant II
400 County Center, 1st Floor
Redwood City, CA 94063
Email: CEO_AP_Inbox@smcgov.org
Phone: (650) 363-4170

3. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin May 9, 2023 and continue through June 30, 2025. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

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

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

4. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

5. Project Administration

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written reports to the County's authorized representative in accordance with Exhibit B.

6. Hold Harmless

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

- (A) injuries to or death of any person, including Grantee or its employees/officers/agents/volunteers;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply with any applicable federal, state, or local laws or regulations; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However,

Grantee’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

7. Insurance

a. General Requirements

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County’s Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee’s coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

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

c. Liability Insurance

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

- X Comprehensive General Liability... \$1,000,000
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000
(To be checked if Grantee is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of

liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

8. Assignability and Subcontracting

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

9. Compliance With Laws

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

10. Merger Clause; Amendments

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

11. Controlling Law; Venue

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

12. Notices

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

In the case of County, to:	In the case of Grantee, to:
County Executive's Office Molly Villagomez, Administrative Assistant II 400 County Center, 1st Floor Redwood City, CA 94063 Email: mevillagomez@smcgov.org Phone: (650) 363-1810	San Mateo County Flood and Sea Level Rise Resiliency District Attn: Lucy Dong, Finance Manager 1700 S. El Camino #502 San Mateo, CA 94402 Email: LDong@OneShoreline.org

13. Electronic Signature

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

Agreement No. _____

Board Resolution No. _____

* * *

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.

For Grantee:

San Mateo County Flood and Sea Level Rise Resiliency District (FSLRRD)

(signature)
Authorized Representative
Grantee

Date

Name of Grantee

(please print name)
Authorized Representative
Grantee

For County:

CHIEF FINANCIAL OFFICER

(Signature)
Authorized Designee
County of San Mateo

Date

Job Title (please print)

80125-6265

ROBERTO MANCHIA

Budget Unit

(please print name)
Authorized Designee
County of San Mateo

BOSD1

Measure K JL Code

Exhibit A

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the May 9, 2023 Board transmittal and resolution, incorporated herein by reference:

Grantee shall apply the grant toward the following three projects. It should be noted that Grantee is also commonly known as OneShoreline and that invoices and documentation may occasionally bear the OneShoreline name.

1. Develop a Bay shoreline Planning Guidance Policy

Support the development of a Planning Guidance Policy, which will serve as a standardized, evolving resource for jurisdictions along the Bay shoreline to account for climate-driven future conditions in a general plan, specific plan, and/or zoning ordinance, and the review of public and private developments.

2. Install additional stream/creek gauges as part of its Countywide flood early warning system.

Improve the early warning system and expand this network to two additional creeks that have experienced recent winter season flooding, by analyzing appropriate sites, installing, and maintaining at least two additional stream gauges in those areas.

3. Apply for and secure a 5-year maintenance permit for flood prevention debris removal in at least three flood-prone Bayside creeks

Establish a five-year maintenance program for debris removal from at least three flood-prone Bayside creeks in order to alleviate flooding. Grantee's proposed permits will protect all assets in unincorporated and city areas impacted by the selected creeks. The permitting application process will take place from July 1, 2023 to June 2025. Grantee will hire a consulting firm to secure maintenance permits for flood-prone streams/creeks. Grantee will manage the permit acquisition and reporting over the grant term.

In no event shall the County's fiscal obligation under this Agreement exceed \$300,000.

Exhibit B

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than June 30, 2025. In addition, Grantee agrees to provide descriptive information about the Project funded by the Measure K grant upon reasonable request of the County, including, but not limited to, the County Executive’s Office, the County Communications Officer, or the Supervisorial District Office.

<u>Performance Measure</u>	<u>Target</u>
Preparation, publication, and distribution of San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) Planning Guidance Policy following approval of policy by its Board of Directors, by October 2023	Complete
Installation of at least two additional stream/creek gauges (flood early warning system) by June 2025	Complete
Application for and securing of a 5-year maintenance permit for flood prevention debris removal in at least three flood-prone Bayside creeks through June 2025	Complete

Payment will be made within 30 days of receipt of an adequate invoice by the County Executive’s Office, Accounting Unit. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

Grantee shall provide County with a written itemized invoice that allows the County to reconcile the work performed. Grantee shall provide a description of monthly expenses, evidence of work performed, or of costs incurred, including, but not limited to, performance measures, timesheets, activity logs, copies of bills, and/or packing slips.

Grantee shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete.

All invoices shall include the agreement number, project location, dates of service and specified work completed.

Pursuant to Section 2 of the Grant Agreement, County’s total fiscal obligation shall not exceed \$300,000. Remit invoices to:

County Executive’s Office
 Cristal Pepin, Accountant II
 400 County Center, 1st Floor
 Redwood City, CA 94063

Email: CEO_AP_Inbox@smcgov.org
 Phone: (650) 363-4170

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

Date: May 22, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Discuss the current Fiscal Year 2022-23 Operating Budget, Flood Zones Budget, and Capital Projects Budget, and the draft of these budgets for the upcoming Fiscal Year 2023-24

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) receive a report on and discuss the Fiscal Year (“FY”) 2022-23 Operating Budget, Capital Projects Budget, and Flood Zones Budget, and the Draft FY 2023-24 Operating Budget, Capital Projects Budget, and Flood Zones Budget. No action by the Board is recommended at this time.

Background and Discussion:

Each year by June 30, the Board must adopt an annual budget of revenues and expenses for the next fiscal year beginning July 1 that reflects our staffing and priorities. The District’s first full-year budget (FY2020-21) was comprised of an Operating Budget, which included project-related activities outside of the three long-standing active flood zones along Colma, San Bruno, and San Francisquito creeks, as well as a Flood Zones Budget to cover activities within those zones.

Starting with the District’s second full-year budget (FY2021-22), we added a Capital Projects Budget in addition to the Operating Budget and Flood Zones Budget. For our fourth full fiscal year (FY2023-24), we propose to maintain those three budgets and within the Capital Projects Budget include revenue and expenses related to the construction of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project, and planning and design of the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project. At this Board meeting, we will:

- compare the approved FY2022-23 Operating, Flood Zones, and Capital Projects Budgets with the estimated fiscal year-end expenses,
- discuss the draft FY2023-24 Operating Budget, Flood Zones Budget, and Capital Projects Budget, and
- summarize the Operating Budget year-end balance (reserves) as of June 30, 2023, and the projected reserves at the conclusion of each of the next four fiscal years.

Based on the input received at the May 22, 2023 Board meeting, we will develop detailed FY2023-24 budgets for consideration and potential approval at the next Board meeting on June 26.

Fiscal Impact on District Resources:

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

Attachment:

Fiscal Year 2022-23 Operating, Flood Zones, and Capital Projects Budgets approved by the Board on June 27, 2022

San Mateo County Flood and Sea Level Rise Resiliency District

Fiscal Year 2022-23

Operating Budget

Flood Zones Budget

Capital Projects Budget

Approved by the Board of Directors on June 27, 2022

San Mateo County Flood & Sea Level Rise Resiliency District

Operating Budget for Fiscal Year 2022-23

Approved June 27, 2022

Budget Item	Proposed Amount
REVENUE	
County Contributions	600,000
State Grants	1,490,500
Interest Earned	9,760
Total Revenue	2,100,260
EXPENSES	
<i>Personnel</i>	
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)
Net Personnel Costs	975,402
<i>Operations & Support</i>	
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)
Net Operations and Support	659,042
Total Expenses	1,634,444
Total Revenue minus Total Expenses	465,816
Estimated carryover of prior FY fund balance	2,844,855
Estimated reserves at conclusion of FY 2022-23	3,310,671

San Mateo County Flood & Sea Level Rise Resiliency District

Flood Zones Budget for Fiscal Year 2022-23

Approved June 27, 2022

Budget Item	Colma Creek	San Bruno Creek	San Francisquito Creek
REVENUE			
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
Total Revenue	4,287,533	355,442	411,693
EXPENSES			
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
Total Expenses	3,503,860	702,134	448,316
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
Estimated Reserves at end of FY2022-23	31,138,216	2,427,236	1,226,611

San Mateo County Flood & Sea Level Rise Resiliency District

Capital Projects Budget for Fiscal Year 2022-23

Approved June 27, 2022

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

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