



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

<https://oneshoreline-org.zoom.us/j/87368979667>

or call 669-444-9171 (Meeting ID 87368979667#)

Director Colson will participate in this meeting remotely from the Coworth Park Hotel lobby, Blacknest Road, Ascot, UK

AGENDA

August 28, 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 May 22, 2023 and June 26, 2023 District Board meetings
4. **Regular Business**
 - A. Adopt Resolution 2023-08-28-A approving an Amendment to the Employment Agreement with the CEO
 - B. Adopt Resolution 2023-08-28-B establishing a District Salary Schedule for Fiscal Year 2023-24
 - C. Authorize the CEO to execute an agreement with the San Mateo County for continued support of District management of the Colma Creek, San Bruno Creek, and San Francisquito Creek Flood Zones
5. **Chair’s Report ***
6. **CEO’s Report** Grant applications, State government issues, Stanford PhD Fellow *
7. **Board Member Reports and Items for a Future Agenda ***
8. **Closed Session** Conference with legal counsel: Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4) *One case **
9. **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
May 22, 2023
DRAFT - MINUTES

1. Roll Call

Chair Dave Pine called the meeting to order at 4:03 p.m. via Zoom video conference software. Acting 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)
Adam Rak, Representing Central San Mateo County Cities

Director(s) Absent: Ray Mueller, Representing Board of Supervisors, District 3
Debbie Ruddock, Representing Pacific Coastside San Mateo County Cities (Vice Chair)

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, Acting Clerk of the Board

2. Public Comment

Public Speakers: Carlyle Ann Young

Other Speakers: Chair Dave Pine, Len Materman

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

Public Speaker: None

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

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

Noes: None

Absent: Mueller and Ruddock

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, 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.

Len Materman spoke on this item and mentioned the following key points:

- The draft incorporated over 300 comments received from ten Bay shoreline cities, San Mateo County, BCDC, C/CAG, the San Francisco Estuary Institute, and two consulting firms as technical reviewers; and
- During public comment period, OneShoreline received comments from 20 organizations or individuals; and
- The feedback and input from the public and the Board at today's meeting will be incorporated into a final draft of the Planning Guidance Policy and brought to the Board for approval at its June 26, 2023 meeting.

Director Mueller joined the meeting virtually via Zoom at 4:40 p.m. to participate without voting on agenda items.

Public Speakers: Susan DesJardin, Samuel Casillas, Gita Dev – Sierra Club, Director Mueller, Eileen McLaughlin, and Carlyle Ann Young.

Other Speakers: Director Colson, Director Gauthier, Director Chuang, Chair Pine, Len Materman, Makena Wong

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

Len Materman spoke on this item.

Public Speaker: Gita Dev – Sierra Club

Other Speakers: Director Gauthier, Director Colson, and Chair Pine

Motion made by Director Rak and seconded by Director Chuang to authorize the CEO to execute a grant agreement with San Mateo County:

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

Noes: None

Absent: Mueller and Ruddock

Vote: 5-0-2

- 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

Len Materman spoke about this item and discussed the operating budget as well as the multi-year reserves balance. Mr. Materman also presented the Flood Zone Budget for FY22-23 approved and Estimates Year-End, and FY23-24 Draft. When addressing the Capital Projects Budget, Mr. Materman focused on the Bayfront Canal & Atherton Channel Project and Millbrae-Burlingame Project.

Public Speaker: Gita Dev – Sierra Club and Carlisle Ann Young

Other Speakers: Director Gauthier, Director Colson, Director Chuang, Chair Pine, and Len Materman

Director Rak left the meeting at 5:36pm.

5. **Chair's Report**

None

Public Speaker(s): None

6. **CEO's Report**

Len Materman discussed the Resilient Communities Workshop co-hosted by the Leadership Council's Community Acceleration Project Team and OneShoreline, as well as the State budget, potential climate resilience bond, and Assembly Bill 970. Mr. Materman concluded by listing several items that are expected to be on the agenda of the next Board meeting on June 26, including the Final Draft of the Planning Guidance Policy, the FY2023-204 Operating Budget, Flood Zones Budget, and Capital Projects Budget, and a consultant agreement to develop a 5-year maintenance permit for targeted areas of flood-prone creeks, among other items.

Public Speaker(s): None

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

Next Scheduled Board meeting will be on June 26, 2023, at 4:00 p.m.

8. **Adjournment**

The meeting adjourned at 5:46 p.m.

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
Board of Directors meeting held in person and remotely via Zoom
June 26, 2023
DRAFT - MINUTES

1. Roll Call

Chair Dave Pine called the meeting to order at 4:06 p.m. via Zoom video conference software. Acting 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)
Debbie Ruddock, Representing Pacific Coastside San Mateo County Cities (Vice Chair)

Director(s) Absent: 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, Acting Clerk of the Board

2. Public Comment

Ann Schneider – Mayor of Millbrae, and Gita Dev – Sierra Club

Director Adam Rak arrived at the meeting in person at 4:07 PM.

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

- A) Authorize the CEO to execute an agreement with the San Mateo County Attorney's Office for continued legal services

Public Speaker: None

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

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

Noes: None

Absent: None

Vote: 7-0-0

4. **Regular Business**

- A. Discuss and potential adoption of the District’s Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County, available at OneShoreline.org/planning-guidance.

Len Materman spoke on this item.

Public Speakers: Jennifer Chang Hetterly – Sierra Club; Erin Pang – Save the Bay; Gita Dev – Sierra Club; and Ann Schneider – Mayor of Millbrae.

Other Speakers: Director Colson, Director Gauthier, Chair Pine, and Len Materman

Motion made by Director Colson and seconded by Director Rak to adopt the District’s Planning Policy Guidance:

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

Noes: None

Absent: None

Vote: 7-0-0

- B. Approve the Fiscal Year 2023-24 Operating Budget, Flood Zones Budget, and Capital Projects Budget

Len Materman spoke on this item.

Other Speaker: Director Colson, Director Gauthier, Director Mueller, Director Rak, Chair Pine, Brian Kulich, and Len Materman

Public Speaker: Ann Schneider, Mayor of Millbrae

Motion made by Director Rak and seconded by Director Ruddock to adopt the budget:

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

Noes: None

Absent: None

Vote: 7-0-0

Board Members Reports and Items for a Future Agenda*

Director Ruddock discussed State legislation currently under consideration.

Director Ruddock left the meeting at 5:28 PM.

4. **Regular Business: Items 4C, 4D, and 4E were discussed.**

- C. Approve the 2nd Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority

Len Materman spoke on this item.

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

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

Noes: None

Absent: Ruddock

Vote: 6-0-1

Director Rak left the meeting at 5:32 PM.

- D. Adopt Resolution 2023-06-26-A adopting FY 2023-24 Water Pollution Control Service Charges Reports for Flood Zone One - Countywide, and Resolution 2023-06-26-B adopting FY 2023-24 Water Pollution Control Service Charges Reports for Flood Zone Two - City of Pacifica

Len Materman spoke on this item.

Public Speakers: Carlyse Ann Young and Reid Bogert – C/CAG

Other Speakers: Director Mueller, Colin Martorana

Motion made by Chair Pine and seconded by Director Colson to adopt the resolution:

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

Noes: None

Absent: Rak and Ruddock

Vote: 5-0-2

- E. Authorize the CEO to execute an agreement with Montrose Environmental Solutions to develop environmental compliance documents and secure regulatory permits to maintain the portions of Bayside creeks that caused flooding this past winter

Len Materman spoke on this item.

Other Speaker: Director Gauthier

Motion made by Director Chuang and seconded by Director Colson to approve the agreement:

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

Noes: None

Absent: Rak and Ruddock

Vote: 5-0-2

5. **Chair's Report**

Chair Pine mentioned that President Biden was recently in Palo Alto and talked about Climate Resiliency package.

Public Speaker(s): None

6. **CEO's Report**

Len Materman mentioned the State bills OneShoreline is tracking.

Public Speaker(s): None

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

Director Gauthier announced that East Palo Alto is celebrating 40 years anniversary this week.

8. **Closed Session** (pursuant to Government Code Section 54957(b)): Employee Evaluation and Contract, Title: CEO *

The board recessed into a closed session with no reportable action to follow, as informed by Brian Kulich, Legal Counsel.

9. **Adjournment**

The meeting adjourned at 5:52 p.m.

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

Date: August 28, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Board of Directors Chair Dave Pine
Subject: Second Amendment to the Employment Agreement with the Chief Executive Officer (“CEO”)

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2023-08-28-A approving a second amendment to the employment agreement between the District and the CEO (together, the “Parties”), extending the term of the agreement for an additional one year through June 30, 2027, and increasing the CEO’s annual salary effective July 1, 2023 by 4% from \$250,275 to \$260,286.

Background and Discussion:

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

Effective July 1, 2022, the Parties amended the Agreement to extend its term for an additional two years, through June 30, 2026, and increase the CEO’s annual salary by 6.5% from \$235,000 to \$250,275.

The Board now desires to further amend the Agreement, extending its term for an additional one year through June 30, 2027 and increasing the CEO’s annual salary, effective July 1, 2023, by 4% from \$250,275 to \$260,286 (“Second Amendment”). All other terms and conditions of the Agreement will remain in place.

Drafts of Resolution 2023-08-28-A and the Second Amendment have been reviewed and approved as to form by District counsel.

Impact on District Resources:

The fiscal impact on District resources associated with Second Amendment has been accounted for in the Fiscal Year 2023-24 Operating Budget.

Attachments:

Draft Resolution 2023-08-28-A and Draft Second Amendment to the Agreement with the CEO

DRAFT RESOLUTION NO. 2023-08-28-A

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT APPROVING SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN DISTRICT AND CHIEF EXECUTIVE OFFICER

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

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

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

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

WHEREAS, the Board desires to further amend the Agreement, extending its term for an additional one year through June 30, 2027 and increasing the CEO’s annual salary effective July 1, 2023 by 4% from \$250,275 to \$260,286 (“Second Amendment”), again with all other terms and conditions of the Agreement remaining in place.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Chair of the Board is authorized and directed to execute, on behalf of the District, the Second Amendment extending the term of the Agreement for an additional one year through June 30, 2027, and increasing the CEO’s annual salary effective July 1, 2023 by 4% from \$250,275 to \$260,286, with all other terms and conditions of the Agreement remaining in place.

* * * * *

PASSED AND ADOPTED this 28th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

Acting Clerk of the Board of Directors

Chair of the Board of Directors

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

This Second Amendment to Agreement is entered by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (the “**District**”) and its Chief Executive Officer LEN MATERMAN (“**CEO**”) (together, the “**Parties**”), effective July 1, 2023.

Recitals

WHEREAS, District hired CEO and the Parties entered into an agreement, commencing May 1, 2020, setting forth the CEO’s terms of employment with the District for a four-year term ending June 30, 2024 (“**Agreement**”); and

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

WHEREAS, the District conducted CEO’s 2023 annual performance review and, following that performance review, the Parties wish to further amend the Agreement to extend its term for an additional year through June 30, 2027 and to increase CEO’s annual salary, effective July 1, 2023, by 4% from \$250,275 to \$260,286 (“**Second Amendment**”).

Second Amendment

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

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

CEO is hereby employed as District’s Chief Executive Officer pursuant to this Agreement. The term of this Agreement is seven (7) years and two (2) months (or 86 months), commencing May 1, 2020 and ending June 30, 2027, but may be extended by mutual agreement of the Parties. The specification of a term indicates only the maximum length of this Agreement and is not a guarantee of employment for any period of time.

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

Effective July 1, 2023, CEO shall receive an annual salary of TWO HUNDRED SIXTY THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS (\$260,286.00), paid in bi-monthly installments. This salary will remain in effect for the remaining term of CEO’s employment with the District, subject to any salary increase(s). Any salary increase(s) will be made in conjunction with CEO’s annual performance reviews, which will take place on or about June 30th of each succeeding year. The determination of whether any salary adjustments are merited and the amount of the adjustments are within the sole discretion of the Board, whose decision shall be final.

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

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment effective July 1, 2023.

Dated _____

SAN MATEO COUNTY FLOOD AND SEA
LEVEL RISE RESILIENCY DISTRICT

By _____
Dave Pine
Chair, District Board of Directors

Dated _____

By _____
Len Materman
District Chief Executive Officer

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

Date: August 28, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer (CEO)
Subject: Adopt Resolution 2023-08-28-B establishing a District Salary Schedule for Fiscal Year 2023-24

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2023-08-28-B establishing the District salary schedule for Fiscal Year 2023-24 (“Salary Schedule Resolution”).

Background and Discussion:

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

On June 27, 2022, the Board adopted Resolution 2022-06-27-C approving the salary schedule for the recently concluded Fiscal Year 2022-23. The CEO recommends that the Board now adopt the Salary Resolution for the current fiscal year to reflect a proposed increase in the salary of the CEO from \$250,275 to \$260,286, in accordance with the Second Amendment to the CEO’s Employment Agreement (Board meeting Agenda item 4A). The salaries of District staff for Fiscal Year 2023-24 will remain within the previously approved range for each position on the enclosed Salary Schedule Resolution, which has been reviewed and approved as to form by District legal counsel.

Impact on District Resources:

The fiscal impact associated with this Salary Schedule Resolution has been reflected in the FY 2023-24 Operating Budget, which was approved by the Board on June 26, 2023.

Attachment:

Draft Salary Schedule Resolution 2023-08-28-B

DRAFT RESOLUTION NO. 2023-08-28-B

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
ESTABLISHING SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
SALARY SCHEDULE FOR FISCAL YEAR 2023-2024**

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

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

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

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

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

WHEREAS, on February 24, 2020, the Board adopted by resolution a salary schedule for the Fiscal Year 2019-2020, which included the classifications and number of positions, as well as compensation and benefits other than retirement/deferred compensation benefits, and updated that salary schedule resolution on June 8, 2020, March 22, 2021, and June 27, 2022 for the Fiscal Years 2020-21, 2021-22, and 2022-23.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District has determined and directs that the following shall constitute the classifications, as well as compensation and benefits, including retirement/deferred compensation benefits, for District employees effective July 1, 2023 and through the end of the 2023-24 fiscal year on June 30, 2024:

SECTION 1. SCHEDULE OF SALARIES

Job Classification	Position Count	Salary Range	
		Low	High
Chief Executive Officer	1		\$260,286
Clerk to the Board of Directors	0	\$75,000	\$115,000
Senior Project Manager or Senior Engineer	0	\$135,000	\$185,000
Project Manager or Engineer	2	\$100,000	\$145,000
Associate Project Manager	0	\$75,000	\$115,000
Finance Manager	1	\$115,000	\$175,000
Senior Accountant or Accountant	0	\$75,000	\$120,000

SECTION 2. ANNUAL SALARY ADJUSTMENTS

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

SECTION 3. VACATION & LEAVE POLICY

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

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

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

SECTION 4. RETIREMENT/DEFERRED COMPENSATION BENEFITS

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

SECTION 5. TRAVEL AND EXPENSE REIMBURSEMENT

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

SECTION 6. HEALTH, VISION, DENTAL BENEFITS

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

SECTION 6. SEVERABILITY

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

PASSED AND ADOPTED this 28th day of August, 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
Agenda Report

Date: August 28, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer (“CEO”)
Subject: Authorize the CEO to execute an agreement with San Mateo County for continued support of District management of the Colma Creek, San Bruno Creek, and San Francisquito Creek Flood Zones

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (also known as “OneShoreline”) Board of Directors (“Board”) authorize the CEO to enter into an Agreement with the County of San Mateo (“County”) for continued support of OneShoreline’s management of the Colma Creek, San Bruno Creek, and San Francisquito Creek Flood Zones, subject to minor modifications agreed to by OneShoreline’s CEO and legal counsel.

Background and Discussion:

Effective January 1, 2020, California Assembly Bill 825 (Mullin, 2019) created OneShoreline by fundamentally changing the programmatic and geographic scope, governance structure, and name of the long-standing San Mateo County Flood Control District. As of that date, OneShoreline inherited from the County Flood Control District the funding, land rights, facilities, responsibilities, and obligations of the property tax-generating Colma Creek, San Bruno Creek, San Francisquito Creek, and the (non-active) Ravenswood Slough Flood Zones.

Many of the activities carried out by OneShoreline within these Flood Zones – including maintenance of the Colma Creek and San Bruno Creek Channels and of the pump stations and tide gate along San Bruno Creek – continue to be conducted on our behalf by the County Department of Public Works (“County DPW”) through a “Master Services Agreement” between the two agencies executed in January 2020 with a term from January 1, 2020 to September 30, 2023. This Master Services Agreement authorized the District to reimburse the County DPW a total of up to \$2.202 million per year for these activities, plus \$500,000 in one-time costs for emergency response. That Master Services Agreement also authorized OneShoreline reimbursement of the County DPW and the County Controller’s Office for financial and administrative services, and the County Office of Sustainability for communication and outreach services.

Given the County DPW's existing staff resources and their extensive experience with the Flood Zones, OneShoreline wishes to execute a new Agreement to enable that department to continue to provide and get reimbursed for operations and maintenance activities on behalf of OneShoreline within the Flood Zones. The enclosed new Agreement includes an estimated maximum expenditure per fiscal year by the County DPW (to be reimbursed by OneShoreline) of \$2.185 million, plus \$500,000 in total costs for emergency response. The term of the new Agreement is from October 1, 2023 through June 30, 2024 (with an option to extend through June 30, 2025, upon mutual consent and without additional Board approval).

Impact on District Resources:

The total not-to-exceed amount over the life of the Agreement (including a potential one-year term extension) is \$4.87 million. Costs to reimburse the County, as well as costs associated with District staff time related to these efforts, will be covered by Flood Zone funds and, for activities anticipated in the current fiscal year, have been included in OneShoreline’s Flood Zones Budget for Fiscal Year 2023-24.

Attachment:

Draft Agreement No. 2023-10-01-SMC between the San Mateo County Flood and Sea Level Rise Resiliency District and the County of San Mateo

Agreement No. 2023-10-01-SMC

**DRAFT AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND THE COUNTY OF SAN MATEO**

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 the County of San Mateo, a political subdivision of the State, hereinafter referred to as "County" or "Contractor" (together, the "Parties"), effective October 1, 2023.

Recitals

- A. WHEREAS, the County Board of Supervisors previously acted as the governing board, and the County's Department of Public Works Director and staff served as *ex officio* staff, of the San Mateo County Flood Control District; and
- B. WHEREAS, the San Mateo County Flood Control District and the Enhanced Flood Program had undertaken a number of flood-related projects and works in various flood control zones ("Flood Zones"), several of which are still in progress or otherwise ongoing; and
- C. WHEREAS, pursuant to the San Mateo County Flood and Sea Level Rise Resiliency District Act (2019) ("Act"), effective January 1, 2020, the San Mateo County Flood Control District has been renamed the San Mateo County Flood and Sea Level Rise Resiliency District; its purpose has been revised to include, *inter alia*, addressing the impacts of sea level rise; and the governing board of the District is a board of directors appointed pursuant to the Act; and
- D. WHEREAS, the District desires to contract with the County to continue the management and operations of the Flood Zones and to support the District's long-term operations by providing engineering services for the management and operations of the Flood Zones and flood-related projects in the Flood Zones; and
- E. WHEREAS, the County desires to enter into an agreement with the District to provide the necessary staffing, advice, and expertise to perform said work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

Exhibit A—County Department of Public Works Scope of Services

Exhibit B—Payment Terms

2. **Services to be performed by County.** In consideration of the payments set forth herein in Exhibit B and the services and rates set forth in Exhibit A, County shall perform services for District in accordance with the terms, conditions, and specifications set forth herein.

3. **Payments to County.** In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and described in Exhibit A, District shall make payment to County based on the rates outlined herein 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 four million, eight hundred and seventy thousand dollars and zero cents (\$4,870,000.00).

4. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2023 through June 30, 2024, with an option to extend through June 30, 2025, upon mutual consent.

5. **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.

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

7. **Termination.**

(a) This Agreement may be terminated by Contractor or by District at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party. Contractor shall be entitled to receive payment for services provided prior to termination of 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) This Agreement may be terminated by Contractor or by District for cause, which is separate from the ability to terminate without cause as described above. In order to terminate for cause, the terminating party must first give the other party notice of the alleged breach. The receiving party shall then have 10 calendar days after receipt of such notice to cure the alleged breach. If the receiving party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

8. **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. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

9. **Relationship of Parties.** Contractor agrees and understands that the work and 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.

10. **Mutual Hold Harmless.** Pursuant to Government Code section 895.4, each party agrees to fully indemnify, defend, and hold the other party (including its appointed and elected officials, officers, employees, and agents) harmless from any damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any appointed or elected official, officer, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such other party under this Agreement.

In the event of concurrent negligence of County, its officers, contractors, agents, and/or employees, and District, its officers, contractors, agents, and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property, which arise out of terms and conditions of this Agreement, shall be apportioned according to the California theory of comparative negligence.

11. 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.

12. 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. Contractor's costs associated with obtaining such licenses, permits or approvals from agencies, including but not limited to Contractor staff time and fees charged by such agencies, are eligible for reimbursement through the invoicing process set forth in Exhibit B. Costs associated with professional licenses obtained by Contractor staff that are required by law in order to perform the services under this Agreement to all recognized applicable professional standards and pursuant to the above stated Standard of Care are not eligible for reimbursement.

13. 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) County shall have the right to self-insure with respect to any of the insurance requirements required under this Agreement, to the extent permitted by applicable law. If County elects to self-insure, County shall give District prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, County is also responsible for causing any permitted contractors, subcontractors, and/or agents to maintain commercially reasonable insurance coverages and coverage limits as required under this Agreement.

(e) 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.

14. Compliance With Laws. All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations. Such services shall be performed in accordance with 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. County will timely and accurately complete, sign, and submit all necessary documentation of compliance.

15. Prevailing Wage. When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter I, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

16. Non-Discrimination. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

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: Chief Executive Officer
Address: 1700 South El Camino Real, Suite 502, San Mateo, CA 94402
Email: info@OneShoreline.org

In the case of Contractor, to:

Name/Title: Director of Public Works
Address: 555 County Center, 5th Floor, Redwood City, CA 94063
Email: astillman@smcgov.org

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.

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 County of San Mateo:

Ann M. Stillman
Director of Public Works

Date

For District:

Len Materman
Chief Executive Officer

Date

Exhibit A – County Department of Public Works Scope of Services

The following is a description of engineering services provided by the Department of Public Works for the San Mateo County Flood and Sea Level Rise Resiliency District (District) on a time and materials basis. Activities listed below are anticipated for the continued maintenance and operations of the Flood Zones' constructed or funded infrastructure while previously governed by the County of San Mateo Board of Supervisors, but may not include all activities required or requested to maintain operations.

General Work for all District-managed Flood Zones

Activities:

- Assist with preparation of budgets related to the anticipated costs and expenditures to be incurred by County
- Assist with budget monitoring
- Assist with establishing project number budgets
- Assist with the Municipal Regional Permit (MRP) reporting for all District-managed Flood Zones
- Attend City/County Association of Governments (C/CAG) stormwater meetings as required and necessary for MRP compliance and reporting purposes
- Attend or participate in Bay Area Integrated Regional Water Management Plan (BAIRWMP) activities and meetings as appropriate
- Obtain any permitting, licenses or approvals from regulatory agencies for Flood Zone work as provided in Paragraph 13 of Agreement.
- Provide comments on behalf of the District on environmental documents for projects within all District-managed Flood Zones as necessary and appropriate
- Respond to illicit discharge reports within all District-managed Flood Zones if spill reaches a District-maintained segment of flood channel
- Review Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) updates, Letter of Map Amendment/Conditional Letter of Map Amendment (LOMA/CLOMA), Letter of Map Revision/Conditional Letter of Map Revision (LOMR/CLOMR) for properties within all District-managed Flood Zone boundaries as requested from County Planning & Building Department for properties in unincorporated areas
- Respond to data and information requests as appropriate
- Respond to inquiries (phone calls, emails, etc.) from property owners/public on FEMA FIRM designations, creek ownership, drainage issues

Colma Creek Flood Zone (CCFZ)

Activities:

- Work in compliance with and as required by the maintenance permit for Colma Creek Flood Channel (Channel), including preparing relevant agency notifications and reporting
- Perform plan review and provide comments on proposed projects, which may include review of hydraulic modeling results
- Construction observation and inspection of work in CCFZ right-of-way/easements and repair/replacement of flood protection facilities
- Perform quarterly inspections of the Channel with City of South San Francisco (SSF) and Town of Colma (Colma) and document identified items of work
- Inspections after major storm events
- Coordinate as necessary regarding homeless encampments

- Facilitate the maintenance, monitoring, clean-up, and planting at the five existing mitigation sites required by regulatory agencies to mitigate for impacts from previous construction projects completed by the CCFZ, and prepare any required annual reporting
- Facilitate required maintenance dredging as needed
- Coordinate maintenance to be performed within SSF and Colma
- Respond to illicit discharge reports within watersheds that reach Colma Creek
- Provide information to be included in documents presented to the Colma Creek Citizens Advisory Committee at their quarterly meetings
- Facilitate the hydrologic and hydraulic modeling of the watershed and creek when necessary
- Coordinate and facilitate inspections and recommendations for work for the various concrete box culverts along the Channel
- Manage the planning, design, environmental, permitting, and construction of capital improvement projects or emergency work
- Assist with existing or proposed easements, CCFZ owned property, and CCFZ lease agreements
- Participate as necessary in legal proceedings/lawsuits
- Evaluate existing and proposed design standard(s) for CCFZ as needed
- Coordinate and staff the Colma Creek mitigation site trash cleanup/volunteer/outreach events as needed
- Coordinate or participate in field meetings with various individuals to provide access to Channel for surveys, monitoring, sampling, etc.
- Perform work to support the Culvert Repair and Replacement Project from Highway 101 to Utah Ave such that construction can commence and be completed

San Bruno Creek Flood Zone (SBCFZ)

Activities:

- Perform plan reviews and provide comments for proposed projects
- Perform channel and tide gates inspections
- Facilitate maintenance, monitoring, and repairs for the SBCFZ pump stations (Angus and Walnut Pump Stations) (collectively, Pump Stations)
- Ensure continued utility service to Pump Stations (PG&E, propane) and cellular service for alarm
- Facilitate and coordinate vegetation management on Cupid Row Channel and proximate to Pump Stations facilities
- Assist with work required pursuant to the Memorandum of Understanding (MOU) with San Francisco International Airport (SFIA) for West of Bayshore Property and San Francisco Garter Snake (SFGS) Recovery Action Plan
- Coordination with Caltrans as required for access or channel work
- Provide information as needed for the coordination and communication regarding property owner issues/complaints
- Facilitate work for Pump Stations replacement projects as needed
- Facilitate or perform Pump Stations monitoring for MRP compliance
- Coordination with City of San Bruno (San Bruno) and others on projects within the SBCFZ
- Assist with applying for grant funding, if needed
- Facilitate hot spot cleanup, per MRP compliance
- Provide information as necessary regarding homeless encampments and cleanup coordination

San Francisquito Creek Flood Zone (SFCFZ)

Activities:

- Participate in annual maintenance walk organized by SFCJPA Staff (Annual Maintenance Walk)
- Perform maintenance as identified in Annual Maintenance Walk
- Review of SFCJPA sponsored documents (Environmental documents, PS&E)
- Respond to data requests related to the SFCFZ

Ravenswood Slough Flood Zone (RSFZ) - An Inactive Zone

Activities:

- Work as needed or assigned

National Pollutant Discharge Elimination System (NPDES) Countywide and Pacifica Fees - Levied on the Property Tax Bill

Activities:

- Work associated with confirming accuracy of NPDES fees from Controller's Office prior to being levied on the tax roll (annually)
- Coordination with C/CAG and their contractor for property owner status (e.g. tax exempt status particularly when properties change hands)
- Respond to inquiries (phone calls, emails, etc.) from property owners on amount and purpose of NPDES fees

The District acknowledges that it is responsible for all work performed at the direction of or under the terms of this Exhibit including all costs, claims and future obligations.

If the District requests engineering services not outlined in this Exhibit, the County will consider all requests based on staff availability and expertise. Additional services must be agreed upon in writing by both parties.

Rate: Engineering services will be billed based on the standard hourly rate in place at the time of service. District understands that rates are adjusted a minimum of annually and agrees to pay the current standard hourly rate at the time of service which may differ from the below.

At time of execution of this Agreement, standard hourly rates for engineering services are as follows*:

B229 Director of Public Works	\$270.64
D038 Deputy Director of Public Works	\$209.48
D151 Financial Services Mgr. II	\$157.71
D060 Financial Services Mgr. I	\$137.98
D181 Management Analyst	\$114.29
E009 Senior Accountant-E	\$109.50
E007 Senior Accountant	\$109.50
E011 Accountant II	\$ 74.51
E351 FOS Supervisor	\$ 74.66
E350 Fiscal Office Specialist	\$ 70.33
E029 Administrative Assistant	\$ 85.67

D058 Principal Civil Engineer	\$239.61
D064 Senior Civil Engineer	\$215.73
J084 Natural Resources Specialist I	\$122.87
J085 Resource Conservation Specialist II	\$143.04
J087 Senior Resource Conservation Specialist	\$173.49
N018 Associate Engineer	\$165.63
N020 Associate Civil Engineer	\$181.02

*Additional classifications may apply and shall be billed at the current standard hourly rate at the time of service.

Exhibit B – Payment Terms

In consideration of the services provided by Contractor described in attached Exhibit A herein, and subject to the terms of this Agreement, the San Mateo County Flood and Sea Level Rise Resiliency District (District) shall pay Contractor based on the following fee schedule and terms:

Monthly invoices will be submitted to the District for the services provided as described in attached Exhibit A on a time and materials basis, and/or for the reimbursement of fees, or pass-through costs for services provided or paid for on behalf of the District as described in Exhibit A.

Invoices shall be submitted to the District by the County Department of Public Works on a monthly basis and include an itemized statement that describes the work performed during the period and summarizing progress on major work tasks, date (or dates) of service, complete scope of work, specific work completed, location of work, and breakdown of hours and costs. Payment shall be made by District within forty-five (45) days of receipt of the invoice. In instances where a dispute arises regarding a billing, the District agrees to pay the full amount of the invoice. The District and the Department of Public Works agree to enter into mediation if the billing dispute cannot be resolved within 45 days from the date of service. Total payment to Contractor shall not exceed a total not-to-exceed amount of \$4,870,000.

Authorization of Emergency Work - Included in this Agreement total not-to-exceed amount is \$500,000 as a minimum budget that is set aside for possible emergency repairs and response work. Contractor and District agree to work together to expedite the approval for and the payment of emergency work performed under Exhibit A. Both parties will work collaboratively to determine a minimum budget amount for possible emergency repairs as recommended by the Department of Public Works. The District shall adopt procedures that allow the District CEO to authorize timely emergency repairs.

Additional services outside of those described in attached Exhibit A must be authorized by the District's and County Department of Public Works' authorized representative(s) in writing prior to commencing work.

Invoices shall be remitted to:

San Mateo County Flood and Sea Level Rise Resiliency District
1700 S. El Camino Real, Suite 502
San Mateo, CA 94402
Email: LDong@OneShoreline.org

Contractor acknowledges that any sub-contractor listed on a bid proposal and/or assigned to perform public works project work under the terms of this Agreement shall be registered as a Public Works Contractor on the www.dir.ca.gov website pursuant to Labor Code Section 1725.5 and that all such projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.