

BOARD OF DIRECTORS

County Supervisors:

At-Large Dave Pine – **Chair**

District 3 Ray Mueller

City Representatives:

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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/89195659579>

or call 669-444-9171 (Meeting ID# 891 9565 9579)

AGENDA

May 20, 2024

4:00 PM

1. Roll Call

2. Public Comment Persons wishing to address the Board on District-related matters not on this Agenda may speak for up to two minutes; comments on Agenda items shall be heard during that item for up to two minutes.

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

- A. Adopt Resolution 2024-05-20-A adopting Fiscal Year 2024-25 Water Pollution Control Service Charges Reports for Flood Zone One - Countywide, and Resolution 2024-05-20-B adopting Fiscal Year 2024-25 Water Pollution Control Service Charges Reports for Flood Zone Two - City of Pacifica

4. Regular Business

- A. Brief presentation by three 8th graders at the Synapse School in Menlo Park on their research into, and impressions of, the impacts of sea level rise along the Pacific Ocean and S.F. Bay shorelines of San Mateo County *
- B. Authorize the CEO to execute Task Order Number 2 under the Master Service Agreement with Schaaf & Wheeler to work with state and federal regulatory agencies to determine the Least Environmentally Damaging Practicable Alternative (LEDPA) for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project
- C. Authorize the CEO to execute a contract with Civic Edge Consulting to develop and support the implementation of an outreach plan for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project
- D. Authorize the CEO to execute a contract with Stantec Consulting Engineers, Inc. to support the development of the *Planning Policy Guidance for Resilient Public Infrastructure in San Mateo County*
- E. Discuss the Fiscal Year 2023-24 Operating Budget, Flood Zones Budget, and Capital Projects Budget, as well as the Draft Fiscal Year 2024-25 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](https://oneshoreline.org). To receive these documents electronically, please email board@OneShoreline.org.

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

Date: May 20, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Adopt Resolution 2024-05-20-A adopting FY 2024-25 Water Pollution Control Service Charges Reports for Flood Zone One - Countywide, and Resolution 2024-05-20-B adopting FY 2024-25 Water Pollution Control Service Charges Reports for Flood Zone Two - City of Pacifica

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2024-05-20-A and Resolution 2024-05-20-B:

1. Adopting the Fiscal Year (“FY”) 2024-25 Water Pollution Control Service Charges Report (“Charges Report”) for Flood Control Zone One - Countywide (“Flood Zone One”) and Flood Control Zone Two - City of Pacifica (“Flood Zone Two”);
2. Directing staff to file the Charges Reports with the County Controller;
3. Authorizing the District Chief Executive Officer (“CEO”) to refund, and/or approve refunds of, any overcharges resulting from data, data entry, or computation errors; and
4. Authorizing the CEO to revise the Charges Reports as a result of any parcel changes received from the County Assessor and/or County Controller and to file the revised Charges Report with the County Controller.

Background

The District manages two areas: Flood Zone One, which applies countywide, and Flood Zone Two, which applies in the City of Pacifica. Assembly Bill 825 authorizes the District to place service charges for Flood Zones on the property tax rolls so the charges can be collected through property tax bills.

Flood Zone One is a countywide zone formed in 1993 for the purpose of carrying out pollution control requirements related to municipal stormwater management mandated through the National Pollutant Discharge Elimination System permitting program (“NPDES”) administered by the State’s San Francisco Bay Regional Water Quality Control Board (“Regional Water Board”). The San Mateo County Stormwater Management Plan (“Plan”) was adopted as a Flood Zone One project and the City/County Association of Governments of San Mateo County (“C/CAG”) was authorized to assume responsibility for countywide compliance with the NPDES requirements through the Plan.

In 1994, at the request of the City of Pacifica (“Pacifica”), Flood Zone Two was formed for the purpose of financing NPDES pollution control requirements within Pacifica’s city limits. The boundaries of Flood Zone Two are contiguous with those of Pacifica.

In 1995, the County Board of Supervisors, acting as the Governing Board of the County Flood Control District, set charge rates for stormwater pollution control services in both Flood Zone One and Flood Zone Two. In 2001, at the request of C/CAG, the Flood Control District imposed additional fees in Flood Zone One to comply with stormwater pollution control requirements mandated by the Regional Water Board.

Since 1995, the Flood Control District adopted annual resolutions (a) approving the Charges Reports based on the adopted rates for Flood Zone One and Flood Zone Two, and (b) authorizing the filing of the Charges Reports with the County Controller so that the charges could be placed on, and collected through, countywide property tax bills. On June 26, 2023, the District Board adopted Resolutions 2023-06-26-A and 2023-06-26-B, which adopted the FY 2022-23 Charges Reports for Flood Control Zones One and Two respectively, authorized the CEO to approve refunds for, or refund, any overcharges resulting from data errors and make resultant revisions, and directed staff to file those Charges Reports with the County Controller.

Discussion

A. Flood Zone One Charges

The Regional Water Board, through issuance and oversight of the Municipal Regional Permit (“MRP”), implements the municipal separate sewer system NPDES in the County. The current MRP mandates specific compliance activities for all co-permittees. The County, the 20 cities and towns within the County, and the District are all co-permittees under the MRP (collectively, “San Mateo County Co-Permittees”). Municipalities in Santa Clara County, Alameda County, and Contra Costa County, along with the Cities of Vallejo, Fairfield and Suisun and the Vallejo Flood and Wastewater District in Solano County, are also co-permittees.

NPDES permits, including the MRP, are issued for five-year terms. The current MRP (“MRP 3.0”), which went into effect on July 1, 2022, mandates specific load reductions in trash, mercury, and PCBs in stormwater runoff, and require agencies to continue implementing green infrastructure plans that gradually (over decades) shift current “gray infrastructure” to more sustainable drainage systems that capture, treat, infiltrate, and beneficially use stormwater utilizing landscape-based and natural systems. The proposed requirements under MRP 3.0 include additional regulated project types and reduced thresholds for new and redevelopment projects to include onsite stormwater controls, as well as increased monitoring requirements, new provisions to address the water quality impacts associated with unsheltered populations, asset management planning and tracking, cost reporting, and extensive new reporting requirements.

C/CAG, through the Countywide Water Pollution Prevention Program, supports its member agencies in meeting MRP requirements by:

- Performing compliance activities on behalf of member agencies when it makes sense to implement programs at the Countywide level, such as for Countywide water quality monitoring and public education and outreach;
- Contributing to regional compliance programs when it is more cost-effective to implement efforts in conjunction with other Countywide stormwater programs; and
- Providing technical support for member agencies in implementing local stormwater compliance programs.

In order to continue funding C/CAG’s San Mateo Countywide Water Pollution Prevention Program work, C/CAG requests that the District Board levy charges in Flood Zone One. The proposed charges would generate an estimated \$1.86 million in FY 2024-25, based on the following rates:

Parcel Description	Rate Established in 1995	Additional Fees (established in 2001)*	Total Combined (rounded to nearest cent)
Single Family Resident	\$3.44/Parcel	\$4.48/Parcel	\$7.92/Parcel
Condominium Units, Vacant Land, Agriculture, Misc.	\$1.72/Parcel	\$2.24/Parcel	\$3.96/Parcel
Commercial, Retail, Manufacturing, Industrial	\$3.44/Parcel plus 0.3127/1,000 s.f. for parcels over 11,000 s.f.	\$4.48/Parcel plus 0.4075/1,000 s.f. for parcels over 11,000 s.f.	\$7.92/Parcel plus 0.72/1,000 s.f. for parcels over 11,000 s.f.

* The additional fees have been adjusted by the change in the Consumer Price Index as provided for in the County Ordinance No. 04054.

The charges are imposed in the County’s unincorporated area and cities that have requested they be levied in their jurisdiction upon every parcel on the Assessor's roll, except for parcels owned by local, state and federal governments, tax-exempt entities, and public school districts. Separately taxed improvements, such as mobile homes and underground utility improvements, are also exempt.

All cities within the County, except Woodside, have passed resolutions endorsing the proposed program and the rates and charges to be imposed within their respective jurisdictions. Brisbane, Colma, and San Mateo are requesting that the District collect only the basic fees as originally approved in 1995, and not the additional fees approved in 2001. C/CAG will bill these three cities directly for the additional fee component. Woodside opted to not have either of the fees placed on the tax rolls. C/CAG will bill Woodside directly for both fees.

The Flood Zone One charges are ongoing charges that were previously imposed pursuant to an individually noticed public hearing prior to the enactment of Proposition 218 and, therefore, are not subject to the Proposition 218 requirement of sending a separate notice to each individual property owner.

B. Flood Zone Two Charges

Pacifica is again requesting that the following charges per parcel continue to be levied in Flood Zone Two:

Vacant	\$7.00
Single Family/Townhouse/Church/Condominium	\$14.00
All Other	\$28.00

The charges are imposed upon every parcel in Pacifica on the Assessor's roll, except for parcels owned by local, state and federal governments, and public school districts. Separately taxed improvements, such as mobile homes and underground utility improvements, are also exempt. The Flood Zone Two charges, which have been imposed since 1995, are an ongoing charge with no proposed increase and, therefore, are not subject to the Proposition 218 requirement of sending a separate notice to each individual property owner. The total amount to be generated is estimated to be \$172,000.

C. The Proposed Resolutions

The proposed resolutions adopt the FY 2024-25 Charges Reports for Flood Zone One and Flood Zone Two, and direct staff to file the Charges Reports with the County Controller.

The resolutions allow the CEO to refund, or authorize the refund of, any overcharge resulting from data, data entry, or computation errors. Additionally, as of the date that the Charges Reports were developed, the data for the relevant tax rate areas was still being finalized by the County. Thus, the proposed resolutions authorize the CEO to revise the Charges Reports as a result of any parcel changes received from the Assessor and/or Controller on or after May 20, 2024, as well as to refund, during the fiscal year, any overcharges resulting from any such errors in the Charges Reports.

C/CAG will be responsible for refunding any errors found with the submittal of proof of payment of the charges levied on the tax roll for Flood Zone One, and Pacifica will be responsible for similar errors in Flood Zone Two. District Counsel has reviewed and approved the resolutions as to form.

Impact on District Resources

There is no fiscal impact associated with the approval of the proposed resolutions, as all District costs associated with levying the charges in both Flood Zone One and Flood Zone Two will be reimbursed from the rates collected.

Specifically, the proposed Flood Zone One rates are estimated to generate \$1.86 million in revenue in FY 2024-25 that will be used to finance the Countywide Water Pollution Prevention Program and reimburse the District for all costs associated with levying the charges, including the per parcel charges levied by the County Controller, assumed to be 5% of the total assessment, as approved by the County of San Mateo Board of Supervisors.

Further, the proposed Flood Zone Two rates are estimated to generate \$172,000 in revenue in FY 2024-25 that will be used to finance the Pacifica's Community Program for NPDES and reimburse the District for all costs associated with levying the charges, including the per parcel charge levied by the County Controller.

Attachments

Draft Resolution 2024-05-20-A adopting FY 2024-25 Water Pollution Control Service Charges Reports for Flood Zone One - Countywide, and Draft Resolution 2024-05-20-B adopting FY 2024-25 Water Pollution Control Service Charges Reports for Flood Zone Two - City of Pacifica.

DRAFT RESOLUTION NO. 2024-05-20-A

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**

A. ADOPTING THE FISCAL YEAR 2024-25 WATER POLLUTION CONTROL SERVICE CHARGES REPORT (“CHARGES REPORT”) FOR FLOOD CONTROL ZONE ONE - COUNTYWIDE (“FLOOD ZONE ONE”); AND

B. DIRECTING STAFF TO FILE THE CHARGES REPORT WITH THE COUNTY CONTROLLER; AND

C. AUTHORIZING THE CEO OF THE DISTRICT TO REFUND, AND/OR APPROVE REFUNDS OF, ANY OVERCHARGES RESULTING FROM DATA, DATA ENTRY, OR COMPUTATION ERRORS; AND

D. AUTHORIZING THE CEO OF THE DISTRICT TO REVISE THE CHARGES REPORT AS A RESULT OF ANY PARCEL CHANGES RECEIVED FROM THE COUNTY ASSESSOR AND/OR COUNTY CONTROLLER AND TO FILE THE REVISED CHARGES REPORT WITH THE COUNTY CONTROLLER

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

Assembly Bill 825 allows the District to collect fees and charges through the property tax roll;

Flood Zone One is contiguous with the boundaries of the County of San Mateo (“County”), and rates have been established for Flood Zone One that are used to calculate specific charges for real property located in Flood Zone One; and

The District Chief Executive Officer (“CEO”) has prepared a written staff report for this Board meeting relating to the collection of service charges on the tax roll for Flood Zone One (“Charges Report”); and

The Charges Report contains the description of the properties and charges to said properties within Flood Zone One; and

As of the date the Charges Report was developed, data for the relevant tax rate areas were still being finalized by the County.

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

- A. This Board does hereby confirm and adopt the Charges Report and declares the charges set forth therein to be, and the same are hereby, established and set for Fiscal Year 2024-25.
- B. Staff is directed to file with the County Controller (“Controller”) an electronic copy of the Charges Report and a statement endorsed thereon that the charges as set forth in said electronic copy are the charges as adopted by this Board, and the Controller is hereby authorized to place the charges on the County’s property tax roll.
- C. The CEO is authorized to refund or approve the refunds of any overcharge contained in the Charges Report to the owner of an overcharged parcel if the overcharge resulted from data, data entry, or computation errors as determined by the CEO.
- D. The CEO is authorized to revise the Charges Report to reflect any parcel changes received from the County Assessor and/or Controller on or after May 20, 2024, and such revisions shall be certified and filed by the CEO with the Controller consistent with the processes set forth above.

PASSED AND ADOPTED by the District Board on the 20th day of May, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

Acting Clerk of the Board of Directors

Chair of the Board of Directors

DRAFT RESOLUTION NO. 2024-05-20-B

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**

- A. ADOPTING THE FISCAL YEAR 2024-25 WATER POLLUTION CONTROL SERVICE CHARGES REPORT (“CHARGES REPORT”) FOR FLOOD CONTROL ZONE TWO - CITY OF PACIFICA (“FLOOD ZONE TWO”); AND**
- B. DIRECTING STAFF TO FILE THE CHARGES REPORT WITH THE COUNTY CONTROLLER; AND**
- C. AUTHORIZING THE CEO OF THE DISTRICT TO REFUND, AND/OR AUTHORIZE REFUND OF, ANY OVERCHARGES RESULTING FROM DATA, DATA ENTRY, OR COMPUTATION ERRORS; AND**
- D. AUTHORIZING THE CEO OF THE DISTRICT TO REVISE THE CHARGES REPORT AS A RESULT OF ANY PARCEL CHANGES RECEIVED FROM THE COUNTY ASSESSOR AND/OR COUNTY CONTROLLER AND TO FILE THE REVISED CHARGES REPORT WITH THE COUNTY CONTROLLER**

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

Assembly Bill 825 allows the District to collect fees and charges through the property tax roll;

District Flood Zone Two is contiguous with the boundaries of the City of Pacifica, and rates have been established for Flood Zone Two which are used to calculate specific charges for real property located in Flood Zone Two; and

The District Chief Executive Officer (“CEO”) has prepared a written staff report for this Board meeting relating to the collection of service charges on the tax roll for Flood Zone Two (“Charges Report”); and

The staff report contains the description of the properties and charges to said properties within Flood Zone Two; and

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

- A. This Board does hereby confirm and adopt the Charges Report and declares the charges set forth therein to be, and the same are hereby, established and set for Fiscal Year 2024-25.
- B. Staff is directed to file with the County Controller (“Controller”) an electronic copy of the Charges Report and a statement endorsed thereon that the charges as set forth in said electronic copy are the charges as adopted by this Board, and the Controller is hereby authorized to place the charges on the County’s property tax roll.
- C. The CEO is authorized to refund, and/or authorize the refund of, as appropriate, any overcharge contained in the Charges Report to the owner of the parcel so overcharged when the overcharge resulted from data, data entry, or computation errors as determined by the CEO.
- D. The CEO is authorized to revise the Charges Report to reflect any parcel changes received from the City of Pacifica on or after May 20, 2024, and such revisions shall be certified and filed by the CEO with the Controller consistent with the processes set forth above.

PASSED AND ADOPTED by the District Board on the 20th day of May, 2024, 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: May 20, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the CEO to execute Task Order Number 2 under the Master Services Agreement with Schaaf & Wheeler Consulting Civil Engineers to complete the Section 404(b)(1) Alternatives Analysis to determine the Least Environmentally Damaging Practicable Alternative for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project.

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the Chief Executive Officer (“CEO”) to execute Task Order Number 2 under the Master Services Agreement (“MSA”) with Schaaf & Wheeler Consulting Civil Engineers (“S&W”) to complete an alternatives analysis required by Section 404(b)(1) of the federal Clean Water Act to determine the Least Environmentally Damaging Practicable Alternative (“LEDPA”) for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project (“Project”).

Background and Discussion

At its March 28, 2022 meeting, the Board authorized the CEO to execute a [Master Services Agreement](#) (“MSA”) with Schaaf & Wheeler Consulting Civil Engineers (“S&W”) to complete data collection, 100% design, environmental compliance, and permitting for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project. Project work conducted under the MSA with S&W is undertaken through Task Orders, and at that same meeting the Board authorized the CEO to execute [Task Order Number 1](#) to complete 30% design and the California Environmental Quality Act (“CEQA”) Draft Environmental Impact Report (EIR) for the Project for a not-to-exceed amount of \$3,665,000. A typical project process, as envisioned in the MSA and authorized by Task Order Number 1, follows the steps as outlined below:

1. Identify a proposed project and prepare a Project Description.
2. Prepare 30% project plans based on the Project Description.
3. Conduct technical studies to assess the environmental impact of the project.
4. Initiate drafting CEQA EIR, complete Draft EIR, and certify a Final EIR.
5. Apply for permits and demonstrate that the proposed project is the LEDPA through the Section 404(b)(1) analysis, which is required for permits issued by the U.S. Army Corps of Engineers and State Water Resources Control Board.

Given the complexity of this Project and based on public and regulatory agency comments received in response to the October 2023 Notice of Preparation of a Draft EIR for the Project, the District now plans to complete the 404(b)(1) Alternatives Analysis to determine the LEDPA before beginning the EIR rather than waiting until applying for permits. This alternatives analysis will help us meet the following key objectives at this stage of Project development:

- Further develop the two fundamental alternatives for the Project (onshore and offshore) and any variations of these two fundamental alternatives;
- Collaborate early and often with regulatory agencies throughout the alternatives analysis process;
- Identify the Project alternative that will avoid environmental impacts to the maximum practical extent while also achieving the Project objective of long-term climate resilience against sea level rise and extreme storms for developed, natural, and public access areas; and
- Maximize the likelihood that District efforts advance a Project that is established as the LEDPA.

Through Task Order Number 2, S&W's team will support the District in finalizing the feasible alternatives for the 404(b)(1) analysis, provide descriptions of alternatives considered but rejected, evaluate the feasible alternatives according to cost, logistics, technologies, and environmental impact criteria defined by U.S. Army Corps of Engineers and State Water Resources Control Board permit requirements, and provide final determinations in the 404(b)(1) Alternatives Analysis Report.

At this Board meeting, we will review the Project budget and discuss our current thinking on the Project's alternatives, which has evolved somewhat following our receipt of comments on the October 2023 Notice of Preparation of a Draft EIR. At future Board meetings, the District CEO will provide updates on work completed under Task Order Number 2 and will return to the Board for authorization to execute subsequent Task Orders.

Impact on District Resources

The Task Order Number 2 not-to-exceed amount of \$150,000, when added to the Task Order Number 1 not-to-exceed amount of \$3,665,000, totals \$3,815,000 and remains within the \$4 million allocated for the Project from the State Coastal Conservancy grant that the Board authorized at its January 24, 2022 meeting. In addition to costs associated with Project consultants, the Project has and will continue to demand substantial District staff time. The financial costs associated with consultant support and District staff time are accounted for in the approved FY 2023-24 Budget and will be included in the FY 2024-25 Budget that will be discussed at this Board meeting and will be presented to the Board for approval at the next Board meeting on June 24, 2024.

Attachment

Draft Task Order Number 2 under the Master Service Agreement with Schaaf & Wheeler Consulting Civil Engineers for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project

**TASK ORDER NO. 2
TO MASTER SERVICE AGREEMENT FOR THE
MILLBRAE AND BURLINGAME SHORELINE AREA
PROTECTION AND ENHANCEMENT PROJECT**

This Task Order No. 2 ("Task Order") is made and entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district ("District"), and Schaaf & Wheeler Consulting Civil Engineers, Inc. ("Consultant") (together, the "Parties") on May 20, 2024.

Recital

- A. On April 1, 2022, the Parties entered into an agreement entitled Master Service Agreement for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project ("MSA"), by which the Consultant agreed to perform services in accordance with Task Orders issued by the District.
- B. On April 1, 2022, Task Order No. 1 to the MSA was executed to complete 30% design and a Draft Environmental Impact Report for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project ("Project"), which has a not-to-exceed amount of \$3,665,000.
- C. The Parties wish to execute Task Order No. 2 to complete the Section 404(b)(1) Alternatives Analysis to determine the Least Environmentally Damaging Practicable Alternative (LEDPA), in compliance with U.S. Army Corps of Engineers and State Water Resources Control Board permit requirements.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **Exhibits.** The following exhibits are attached to this Task Order and incorporated by reference:
Exhibit A—Task Order No. 2 Scope of Services
Exhibit B—Payments and Rates
Exhibit C—Schedule
- 2. **Incorporation by Reference.** This Task Order hereby incorporates by reference all terms and conditions set forth in the MSA.
- 3. **Scope of Task Order.** Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the MSA.
- 4. **Payment.** For services performed by Consultant in accordance with the fee schedule, Exhibit B, attached hereto and incorporated herein by reference, District will compensate Consultant in accordance with the terms and conditions of the MSA, in an amount not to exceed one hundred fifty thousand dollars (\$150,000).
- 5. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the District.

In witness whereof, the Parties, by their duly authorized representatives, affix their respective signatures:

DISTRICT

CONSULTANT

By: Len Materman

By: Charles D. Anderson, P.E.

Title: CEO

Title: President

Date:

Date:

Exhibit A – Task Order No. 2 Scope of Services

In consideration of the payments set forth in Exhibit B, Consultant shall provide the services described below:

Additional services outside of those described herein must be authorized by the District's representative in writing prior to the commencement of that work.

Intent of Task Order No. 2

The U.S. Environmental Protection Agency (USEPA), under its Clean Water Act (CWA) Section 404 congressionally-authorized authority, developed Section 404(b)(1) Guidelines for Specification of Disposal Sites for Dredged or Fill Material (404(b)(1) Guidelines) (40 CFR Part 230), in conjunction with the U.S. Army Corps of Engineers (USACE). Section 404(b)(1) Guidelines give the USACE its authority to issue permits for the discharge of dredged or fill material into waters of the US (WOTUS) under its CWA Section 404 Regulatory Program. The State Water Resources Control Board (State Water Board) and the Regional Water Quality Control Boards (Regional Water Boards) (collectively Water Boards) have the authority to regulate these discharges into both WOTUS and waters of the State (WOTS) as delegated by the USEPA under Section 401 of the CWA and the Porter-Cologne Water Quality Control Act (Porter-Cologne).

A typical project authorization process, and the one initially envisioned in the Master Services Agreement (MSA) and subsequently authorized Task Order No. 1, utilizes linearly sequential steps as generally outlined below:

1. Identify a project. (Project Description and NOP previously completed.)
2. Prepare 30% project plans based on the Project Description.
3. Conduct technical studies to assess the impact of the project on the environment.
4. Complete the Draft EIR.

After the EIR is finalized, the District would apply for permits and demonstrate that the proposed project is the least environmentally damaging practicable alternative (LEDPA) through the Section 404(b)(1) analysis. (Permits cannot be granted without accepted CEQA documents.) This approach works if some adjustments can be made in the middle of the detailed design process; that is, adjustments that do not affect environmental disclosure.

In response to public and regulatory agency comments to the Notice of Preparation, a different approach is now proposed for this project where LEDPA identification is recommended to precede the completion of the Draft EIR in parallel with the continuation of Task Order No. 1. Task Order No. 2 therefore covers the tasks required for LEDPA identification that may be part of the MSA but are not already included in Task Order No. 1.

Task Order No. 2 Scope of Services (or “Scope of Work”)

Consultant will conduct a Section 404(b)(1) Alternatives Analysis that evaluates Project alternatives in consideration of the Project's “Overall Project Purpose” against the required Section 404(b)(1) regulatory presumption that alternatives are available which either avoid or minimize, where avoidance is not practicable, fill impacts to WOTUS and WOTS. This analysis will identify the Least Environmentally Damaging Practicable Alternative (LEDPA) to achieve the Overall Project Purpose.

According to the USEPA guidelines and *Water Board State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State*, the agencies (USACE and Water Board) can only approve the LEDPA.

Under guidance from the District and its invited Project stakeholders, Consultant shall prepare a draft Section 404(b)(1) Alternatives Analysis report for review and comment. Once comments are received, Consultant shall finalize the Section 404(b)(1) Alternatives Analysis report, which may be used by the District to guide further Project development and ultimately submit to the USACE and Water Board as required during the Project authorization process after CEQA documents are completed under Task Order No. 1.

The following listed tasks will be completed as part of this Task Order.

Task 1: Project Management

Consultant will provide project management services during the term of Task Order No. 2. This task includes managing the Consultant team, monitoring project budgets and schedules, and maintaining a document tracking system to the satisfaction of the District. Key project staff will be available for telephone consultation and team meetings (including virtual, in person, or field review meetings) throughout the duration of Task Order No. 2 on significant issues (or potential deviations) related to the project schedule, work plan, or fees.

Task 1.1: Project Management Meetings

Consultant will attend periodic project management meetings with District. Consultant will prepare the meeting agendas and action items in consultation with the District Project Manager. These meetings may be constructed remotely or in-person at the District office in San Mateo. This task also includes internal design and environmental team meetings and coordination.

Deliverables

1. Project Management Meeting preparation materials
2. Project Management Meeting agendas
3. Summary of meeting action items

Task 1.2: Prepare Invoices, Progress Reports and Scheduling Revisions

Consultant will submit monthly invoices with activities and milestones, progress reports, and project schedule reports. These documents and their content will be prepared in an agreed-upon format between Consultant and District.

Task 1.3: Meetings with Regulatory Agencies

Consultant will participate in up to two meetings with the USACE and Water Board to discuss the content and level of analysis required for the Section 404(b)(1) Alternatives Analysis report. (An effort will be made to conduct joint meetings, although the budget assumes separate meeting.)

Task 2: Finalize Feasible Alternatives for Analysis

Based on work completed to date under Task Order No. 1, Consultant will finalize two feasible alternatives that meet Project's "Overall Project Purpose," and the no action alternative, for the Section 404(b)(1) Alternatives Analysis report. Consultant will provide alternative footprints, typical profiles, and typical sections that describe the work in sufficient detail for the analysis.

Task 3: Alternatives Considered but Rejected

Consultant will prepare descriptions of two alternatives considered but rejected for reasons of cost, logistics, feasible technologies, or environmental impact. Descriptions will include rationale for why these alternatives were rejected. These alternatives are not subject to 404(b)(1) analysis, but alternative descriptions and rationale for why these alternatives were rejected will be included in the Section 404(b)(1) Alternatives Analysis report.

Task 4: Evaluation of Feasible Alternatives

Consultant will evaluate the two alternatives identified in Task 2 and the no action alternative relative to the Project objectives and additional screening criteria that are consistent with Section 404(b)(1) Guidelines:

Task 4.1: Cost Evaluation

Consultant will estimate the cost to implement feasible alternatives.

Task 4.2: Logistics Evaluation

Consultant will evaluate the logistics involved in the implementation of each alternative, including schedule, constructability, necessary property acquisition, necessary utility relocation, and ancillary infrastructure improvements required for Project implementation.

Task 4.3: Technologies Evaluation

Consultant will evaluate whether the technologies necessary to meet Project objectives are feasible and currently available.

Task 4.4: Environmental Impact Evaluation

Consultant will evaluate the environmental impact of each feasible alternative and the no action alternative to San Francisco Bay waters, wetlands, streams, riparian habitat and buffers. Alternative evaluation relative to the identified screening criterion will focus on hydrologic and hydraulic analysis, water quality impacts including nearshore San Francisco Bay circulation, sediment transport, shoreline erosion, quantitative wetland and buffer impacts based on jurisdictional delineations completed as part of Task Order No. 1, and a qualitative evaluation of potential impacts and improvements to fish habitat and special-status species. The analysis will also evaluate potential impacts to the designated beneficial uses of the San Francisco Bay Basin Plan including amendments adopted through March 7, 2023. The impact analysis will evaluate whether the “no action” alternative can be demonstrably worse than either or both of the feasible Project alternatives in terms of significant degradation. If so, the project selected as the LEDPA under Task 5 could be considered self-mitigating to some degree.

Task 5: LEDPA Identification and Section 404(b)(1) Alternatives Analysis Report

Consultant will provide factual determinations and identify the LEDPA. The Section 404(b)(1) Alternatives Analysis report will include a summary of results from Tasks 2, 3, and 4 that clarifies the relative impacts and practicability of the two feasible Project alternatives. In conformance with 40CFR §230.10, direct and indirect impacts of each practicable alternative will be examined with respect to the physical, chemical, and biological components of the affected aquatic ecosystem. These determinations could introduce additional avoidance and impact minimization measures so that one of the practicable alternatives becomes the LEDPA.

Deliverables

1. Draft Table of Alternatives and Screening Criteria
2. Final Table of Alternatives and Screening Criteria
3. Draft Section 404(b)(1) Alternatives Analysis Report
4. Final Section 404(b)(1) Alternatives Analysis Report in a format compatible with USACE and Water Board requirements for public noticing (the noticing itself is not included with Task Order No. 2.)

Exhibit B – Payments and Rates

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the MSA, District shall pay Consultant based on the following fee schedule and terms.

Fee Schedule

Task	Description	Huffman-Broadway	Rincon	Schaaf & Wheeler	Total
1	Project Management				
1.1	Project Management Meetings	\$8,000	\$7,000	\$1,500	\$16,500
1.2	Invoices, Progress Reports	\$1,500	\$1,500	\$1,500	\$4,500
1.3	Meetings with Regulatory Agencies	\$6,000		\$2,000	\$8,000
2	Finalize Feasible Alternatives for Analysis	\$4,600		\$3,000	\$7,600
3	Alternatives Considered but Rejected	\$2,000		\$2,000	\$4,000
4	Evaluation of Feasible Alternatives				
4.1	Cost Evaluation	\$2,000		\$1,500	\$3,500
4.2	Logistics Evaluation	\$2,000		\$1,500	\$3,500
4.3	Technologies Evaluation	\$2,000		\$1,000	\$3,000
4.4	Environmental Impact Evaluation	\$4,000	\$35,000	\$10,500	\$49,500
5	LEDPA Identification and Section 404(b)(1) Alternatives Analysis Report	\$49,900			\$49,900
	Total	\$82,000	\$43,500	\$24,500	\$150,000

Under no circumstances shall the amount paid by District to Consultant exceed \$150,000. Consultant shall provide District with a written itemized invoice that allows the District to reconcile the work performed. All invoices shall include the MSA number, project location, dates of services, and specified work completed.

Remit Invoices to:

San Mateo County Flood and Sea Level Rise Resiliency District

1700 South El Camino Real, Suite 502

San Mateo, CA 94402

Email: LDong@OneShoreline.org

Payment will be made within 45 days of invoice receipt.

Exhibit C – Schedule

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

Deliverable	Time to Complete	Cumulative Schedule
Draft Table of Alternatives and Screening Criteria	2 weeks	2 weeks
District Review of Alternatives and Screening Criteria	2 weeks	4 weeks
Final Table of Alternatives and Screening Criteria	1 week	5 weeks
Allowance for first scoping meeting with USACE/Water Board	(4 weeks)	6 weeks
Draft 404(b)(1) Alternatives Analysis Report	8 weeks	14 weeks
Allowance for USACE/Water Board comments	8 weeks	22 weeks
Final 404(b)(1) Alternatives Analysis Report	4 weeks	26 weeks

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

Date: May 20, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the CEO to execute a contract with Civic Edge Consulting for services to develop and support the implementation of an outreach plan for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the Chief Executive Officer to execute a contract with Civic Edge Consulting for services to develop and support the implementation of an outreach plan for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project.

Background and Discussion

The Millbrae and Burlingame Shoreline Area Protection and Enhancement Project (“Project”) is a complicated and constrained climate adaptation project that requires meaningful collaboration with many stakeholders. Before and since formal Project kickoff in March 2022, District staff and consultants held over fifty meetings with partners and stakeholders, including staff and elected officials at the cities of Millbrae, Burlingame, and San Mateo, landowners and developers along the shoreline, San Francisco International Airport, the San Mateo County Parks Department, and more recently, environmental advocates. Even with these efforts, comments in response to the District’s October 2023 Notice of Preparation of a Draft Environmental Impact Report (“EIR”) made it clear that we would benefit from a more strategic and substantive outreach plan that we can begin to implement at this early stage of Project development.

As a result, in April 2024 OneShoreline conducted an informal solicitation seeking a consultant to develop and support implementation of a Project outreach plan. In accordance with District procurement and contracting policies, District staff attempted to secure at least three responses. After reaching out to four qualified firms, we received two complete and competitive proposals and at this time recommend contracting with Civic Edge Consulting based on the strength of its proposal and experience of the staff assigned to the Project. Of particular note is their experience for the past seven years leading the public education and outreach strategy for the Port of San Francisco Waterfront Resilience Program – a sea level rise adaptation effort that is similarly complex and constrained as the District Project.

Through this contract, Civic Edge will support the District on this Project with two primary tasks:

1. **Develop an outreach plan** with the District and its consultant team, with input from staff at the cities of Millbrae and Burlingame, the State Coastal Conservancy (the granting agency for this Project), and the District Board, and identify and refine the plan’s target audiences.
2. **Implement the outreach plan** for residents of, and visitors to the shoreline areas of, Millbrae, Burlingame, and San Mateo; and for advocacy and community-based organizations. Implementation tasks could include organizing, developing materials for, and facilitating three community workshops before and after the Project EIR is developed (in addition to outreach required by state and federal environmental reviews). In parallel, OneShoreline and its design and environmental consultant team will lead implementation of outreach plan components focused on elected officials and staff from cities, environmental regulators, and adjacent landowners.

As part of regular Project updates to the Board, the District CEO will provide updates on outreach efforts under this contract and present a draft outreach plan for and public feedback.

Impact on District Resources

This proposed contract's not-to-exceed amount of \$100,880, combined with the not-to-exceed amounts for Task Order Number 1 (\$3,665,000) and Task Order Number 2 that is the subject of Agenda Item 4B (\$150,000), remains below the \$4 million allocated for the Project from the State Coastal Conservancy grant that the Board authorized at its January 24, 2022 meeting. The status of the Project budget will be discussed at this Board meeting as part of Agenda Item 4B.

In addition to costs associated with Project consultants, the Project has and will continue to demand substantial District staff time. The financial costs associated with consultant support and District staff time are accounted for in the approved FY 2023-24 Budget and will be included in the FY 2024-25 Budget that will be presented to the Board at the next Board meeting on June 24, 2024.

Attachment

Draft Agreement with Civic Edge Consulting (Agreement 2024-05-20-CEC)

**AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND CIVIC EDGE CONSULTING**

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 Civic Edge Consulting (“Contractor”) (together, the “Parties”) effective May 20, 2024.

Recitals

Pursuant to the San Mateo County Flood Control District Act, as amended in 2019 by Assembly Bill 825, District may contract with independent contractors for the furnishing of services to or for District; and it is necessary and desirable that Contractor be retained for the purpose of developing and supporting the implementation of a thoughtful and strategic outreach plan for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference:
 - Exhibit A—Scope of Services
 - Exhibit B—Payments and Rates
 - Exhibit C—State Coastal Conservancy Requirements
2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. No work for any task within Exhibit A by Contractor shall commence or be billable to District without prior written authorization by District.
3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District’s total fiscal obligation under this Agreement exceed one hundred thousand, eight hundred and eighty dollars (\$100,880). In the event that District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by District at the time of contract termination or expiration. Contractor is not entitled to payment for services not performed as required by this Agreement.
4. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 20, 2024 - March 31, 2026.
5. **Time of Performance.** The services shall be performed on a timely, regular basis.
6. **State Coastal Conservancy Requirements.** Since the Project is funded in part by an allocation to District administered by the State Coastal Conservancy (Conservancy), Contractor shall comply with all applicable Conservancy grant requirements, including any future grant agreement(s) with the Conservancy for the Project and any amendments thereto. Such current requirements are set forth in Exhibit C, which may be updated to comply with any changes to Conservancy grant requirements. In the event of a conflict between the terms of this Agreement and the terms of Exhibit C, the terms of Exhibit C shall prevail.

7. **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.

8. **Standard of Performance.** Contractor shall perform all work under this Agreement to all recognized applicable professional standards and pursuant to the above stated Standard of Care. Contractor hereby represents and covenants that it shall follow the professional standards used by a competent practitioner in performing all services required hereunder.

9. **Termination.**

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

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

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

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

11. **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.

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

13. **Hold Harmless.** Contractor shall indemnify and hold harmless District and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for or on account of: (a) injuries to or death of any person, including Contractor or its employees/officers/agents; (b) damage to

any property of any kind whatsoever and to whomsoever belonging; and/or (c) any other loss or cost, including, without limitation, that caused by the concurrent active or passive negligence of District and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and hold harmless under this section shall not apply to injuries or damage for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and hold harmless as set forth by this section shall continue after termination of the Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

14. 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.

15. 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.

16. Insurance.

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

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

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

Comprehensive General Liability..... \$2,000,000

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

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

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

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

17. Compliance With Laws.

(a) All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable laws, ordinances, and regulations, including, without limitation: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder; the Americans with Disabilities Act of 1990, as amended, and the nondiscrimination requirements of 41 C.F.R. 60-741.5(a); if applicable, Section 504 of the Rehabilitation Act of 1973; and all other applicable Federal, State, and/or local laws prohibiting discrimination on the basis of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information; all applicable equal opportunity laws and requirements; and all applicable equal benefits laws and requirements, including, without limitation, laws prohibiting discrimination in the provision of equal benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

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

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

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

18. 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.

19. 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.

20. 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.

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

In the case of Contractor, to:

Name/Title: Amber Shipley, Managing Partner
Address: 101A Clay Street #267, Embarcadero 3, San Francisco, CA 94111
Telephone: 415-915-0511
Email: shipley@thecivicedge.com

22. 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.

23. 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.

24. 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.

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

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

For Contractor, Civic Edge Consulting:

Contractor Signature Contractor Name (Print) Date

For District:

Len Materman Date
Chief Executive Officer

Exhibit A – Scope of Services

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

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

The scope of services includes:

1. Project Management

- Kick-off meeting
- Client meetings including agendas, notes, followup
- Internal planning and collaboration meetings
- Assumes client meetings and internal meeting for 22 months

2. Outreach & Engagement Plan

- Refine Target Audiences - assumes collaboration with OneShoreline staff building off of identified parties in the RFP
Develop Outreach and Engagement Plan - assumes two rounds of revisions and presentation at Board Meeting

3. Implementation of Outreach and Engagement Plan to General Public and Focused Organizations

- Community Workshop #1 - in-person and online option (webinar). ODC's include venue rental, promotion, printing needs, snacks at events
- Community Workshop #2 - in-person and online option (webinar). ODC's include venue rental, promotion, printing needs, snacks at events
- Community Workshop #3 - After beginning EIR - in-person and online option (webinar). ODC's include venue rental, promotion, printing needs, snacks at events
- Content Creation - Email Campaigns - quarterly newsletters and email blasts announcing workshops. Assumes 1 round of revisions
- Content Creation - Project Webpage - needs assessment and improvements, project updates, added functionality (i.e. timeline)
- Content Creation - Social Media Assessment and Management - needs assessment and improvements, posts to accounts, boosted posts for workshop promotion, additional platforms as needed

Exhibit B – Payments and Rates

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

BUDGET	Assumptions	Amber Shipley <i>Managing Partner</i>	Violetta Muselli <i>Director</i>	Cristina Ancheta <i>Outreach Manager</i>	Other Direct Costs	Totals
Rates		\$275.00	\$215.00	\$135.00		
1. Project Management						
	Kick-off meeting. Client meetings including agendas, notes, followup. Internal planning and collaboration meetings.	Assumes client meetings and internal meeting for 22 months.	15	25	5	\$10,175.00
Hour		15	25	5		45
Budget		\$4,125.00	\$5,375.00	\$675.00	\$0.00	\$10,175.00
2. Outreach & Engagement Plan						
	Refine Target Audiences	Assumes collaboration with OneShoreline staff building off of identified parties in the RFP.	3	8	0	\$2,545.00
	Develop Outreach and Engagement Plan	Assumes two rounds of revisions and presentation at Board Meeting.	8	25	2	\$7,845.00
Hour		11	33	2		46
Budget		\$3,025.00	\$7,095.00	\$270.00	\$0.00	\$10,390.00
3. Implementation of Outreach and Engagement Plan to General Public and Focused Organizations						
	Community Workshop #1	In-person and online option (webinar). ODC's include venue rental, promotion, printing needs, snacks at events.	12	43	30	\$4,500.00 \$21,095.00
	Community Workshop #2	In-person and online option (webinar). ODC's include venue rental, promotion, printing needs, snacks at events.	12	43	30	\$4,500.00 \$21,095.00
	Community Workshop #3 (After beginning EIR)	In-person and online option (webinar). ODC's include venue rental, promotion, printing needs, snacks at events.	12	43	30	\$4,500.00 \$21,095.00
	Content Creation - Email Campaigns	Quarterly newsletters and email blasts announcing workshops. Assumes 1 round of revisions.	4	22	0	\$5,830.00
	Content Creation - Project Webpage	Needs assessment and improvements, project updates, added functionality (i.e. timeline)	2	20	0	\$4,850.00
	Content Creation - Social Media Assessment and Management	Needs assessment and improvements, posts to accounts, boosted posts for workshop promotion, additional platforms as needed.	2	20	0	\$1,500.00 \$6,350.00
Hour		44	191	90		325
Budget		\$12,100.00	\$41,065.00	\$12,150.00	\$15,000.00	\$80,315.00
TOTALS Tasks 1-3						\$100,880.00

Under no circumstances shall the amount paid by District to Contractor exceed \$100,880. Contractor shall provide District with a written itemized invoice that allows the District to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services, and specified work completed.

Remit Invoices to:

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

Payment will be made within 45 days of invoice receipt.

Exhibit C – State Coastal Conservancy Addendum

Since the Project is funded in part by an allocation to District administered by the Conservancy, Contractor shall comply with the following terms and conditions. In the event of a conflict between the terms of this Agreement, the terms of this Exhibit shall prevail.

1. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities associated with the Project undertaken pursuant to this Agreement.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- i. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
- ii. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- iii. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
- iv. Watercraft Liability: If the project will utilize private watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.
- v. Course-of-construction (also known as “Builder’s Risk”) insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this Agreement.)
- vi. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this Agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this Agreement.)

b. Minimum Limits of Insurance. Contractor shall maintain coverage limits no less than:

a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage.
c. Worker’s Compensation	As required by law with Employer’s Liability of no less than \$1,000,000
d. Watercraft Liability (for private vessel) coverage, if required under 1.d., above	In the following amounts: a. Vessels under 30 ft.: \$1,000,000 combined single limit.

	b. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
e. Course of Construction:	Completed value of the project with no coinsurance penalty provisions.
f. Property Insurance	90 percent of full replacement cost of the facilities or structures.

c. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Conservancy Executive Officer.

d. *Required Provisions Concerning the Conservancy and the State of California.*

- i. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. Contractor shall notify District and Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, Contractor shall provide District and Conservancy with evidence of renewal or replacement of the policy.
- ii. Contractor hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the Contractor may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Contractor has received a waiver of subrogation endorsement from the insurer.
- iii. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - a) The State of California, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - c) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this Agreement.
- iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

- e. **Acceptability of Insurers.** Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Conservancy Executive Officer.
- f. **Verification of Coverage.** Contractor shall furnish District and Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Conservancy Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- g. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
- h. **Premiums and Assessments.** The Conservancy is not responsible for premiums and assessments on any insurance policy.

2. **Work Products and Acknowledgement of Conservancy Support.** All material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. In order to acknowledge the Conservancy's support of the project, the Conservancy's name and logo shall be included in the final report in a prominent location. Contractor and District shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

3. **Early Termination and Suspension.** Before Project is complete, the Conservancy may terminate or suspend its funding agreement with the District for any reason by providing District with seven days notice in writing. On or before the date of termination, Contractor shall provide the District and Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form. Contractor, District and Conservancy expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

4. **Nondiscrimination.** During the performance of this Agreement, Contractor shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall also comply with the

provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

5. Prevailing Wage. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, Sections 1720-1861. If required by law to do so, Contractor shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Contractor is responsible for determining whether the Project is subject to prevailing wage laws, and for complying with all labor laws applicable to the Project. Contractor may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request; provided, that this publication is for Contractor's informational purposes only, and shall not be construed as legal advice to Contractor on whether the Project is subject to prevailing wage laws.

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

Date: May 20, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the CEO to execute a contract with Stantec Consulting Engineers, Inc. for services to support development of the *Planning Policy Guidance for Resilient Public Infrastructure in San Mateo County*

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the Chief Executive Officer to execute a contract with Stantec Consulting Engineers, Inc. (“Stantec”) for services to support development of the *Planning Policy Guidance for Resilient Public Infrastructure in San Mateo County*.

Background and Discussion

As discussed at the January 29, 2024 Board meeting, the District aims to build upon its *Planning Policy Guidance* focused on private development (adopted by the Board in June 2023) by developing countywide guidance for the critical task of integrating climate risks into the planning and design of public infrastructure. This new document is tentatively titled *Planning Policy Guidance for Resilient Public Infrastructure in San Mateo County* (“Public Infrastructure Guidance”).

Like private development, the public infrastructure our communities rely upon must also be resilient to future conditions associated with extreme precipitation, coastal erosion, sea level rise, and shallow groundwater rise. The District’s new Public Infrastructure Guidance will provide reasonable, clear, and specific advice for San Mateo County, all twenty cities and towns within it, and asset owners and service providers, so they may account for these climate hazards in the policies and processes used to plan, design, site, and approve critical infrastructure.

An essential step to ensuring that the Guidance is implementable will be to identify the existing processes and documents that public agencies and other project proponents rely upon to make decisions, such as:

- Resolutions of Governing Bodies: County Board of Supervisors, City Councils
- Jurisdiction-Wide Plans and Programs: General and Specific Plans, Local Coastal Plan Updates, Capital Improvement Programs, Storm Drain Master Plans, Local Hazard Mitigation Plans, Sanitary Sewer and Stormwater Master Plans, Green Infrastructure and Streetscape Plans
- Ordinances and Codes: Building and Municipal Code Sections, Zoning Ordinances
- Technical Manuals: Design Manuals, Standard Engineering Details and Specifications, Operations & Maintenance Manuals

Based on feedback from intended users of the Guidance, Stantec will develop workable templates for the processes and documents from the list above that will be most helpful and meaningful to users.

In January of this year, the District released a Request for Proposals (“RFP”) to develop Public Infrastructure Guidance for the following asset types: buildings and facilities, stormwater conveyance and retention systems, wastewater and water recycling systems, roadways, communications and electric/gas utilities, and parks and natural infrastructure.

In early April, we interviewed three consultant teams. Proposed fees exceeded the District’s budget for the scope of the RFP, which forced the District to focus on asset types that are interconnected, where guidance is most urgently needed and prospective consultants have the greatest strengths. In the future, we may develop guidance for additional asset types by amending the contract proposed for approval today or through other similar contracts.

The interview panel, which included staff from the District and San Mateo County Department of Sustainability, found Stantec offered strong experience on water-related assets and had a deep understanding of the local context.

Through this contract, Stantec would focus on the following types of infrastructure:

- Stormwater Conveyance and Retention Systems – identified as a high-priority asset type based on the widespread significant flooding in recent winters caused by local stormwater drainage constraints.
- Roadways – identified as a high-priority asset type since roadways are critical to public safety yet frequently flood during extreme storms and tides, in part because they intersect with stormwater conveyance systems and sometimes even serve as part of these systems when communities rely on curb-to-curb stormwater conveyance. Developing specific guidance for local roads that incorporates future climate change will also provide an opportunity to partner with Caltrans where local and state roadways intersect.
- Wastewater and Water Recycling – identified as a high-priority asset type given that six wastewater treatments plants in San Mateo County are extremely vulnerable to climate impacts, the uninterrupted functioning of these assets is critical to public health and the environment, and these treatment plants play a key role in water reuse and supply.

Starting in November 2023, the District convened a Technical Advisory Group consisting of staff leaders from City public works departments, County planning and sustainability departments, and asset operators to provide expert input into, and champion local implementation of, the Public Infrastructure Guidance. The District now plans to focus the expertise of these advisors based on asset types focused on stormwater, roads, and wastewater.

The District CEO will periodically update the Board on the progress of this work, which will apply the latest science to inform actionable guidance for agencies in San Mateo County and beyond.

Fiscal Impact on District Resources

This proposed contract’s not-to-exceed amount is \$200,000. The financial costs associated with this consultant support and District staff time will be primarily covered by a Measure K grant from San Mateo County and supplemented by funds from a State grant to the District administered by the State Coastal Conservancy. These costs are accounted for in the approved FY 2023-24 Budget and will be included in the FY 2024-25 Budget that will be discussed today during Agenda Item 4E and be presented to the Board for approval at its next meeting on June 24, 2024.

Attachment

Draft Agreement with Stantec Consulting Engineers, Inc. (Agreement 2024-05-20-STA)

**AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND STANTEC CONSULTING ENGINEERS, INC.**

This Agreement is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“District”), and Stantec Consulting Engineers, Inc. (“Contractor”) (together, the “Parties”) effective May 20, 2024.

Recitals

Pursuant to the San Mateo County Flood Control District Act, as amended in 2019 by Assembly Bill 825, District may contract with independent contractors for the furnishing of services to or for District; and it is necessary and desirable that Contractor be retained for the purpose of supporting the development of the *Planning Policy Guidance for Resilient Public Infrastructure in San Mateo County*.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference:
 - Exhibit A—Scope of Services
 - Exhibit B—Payments and Rates
 - Exhibit C—Schedule
2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. No work for any task within Exhibit A by Contractor shall commence or be billable to District without prior written authorization by District.
3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on time and materials billing in accordance with the rates and in the manner specified in Exhibit B. In no event shall District’s total fiscal obligation under this Agreement exceed two hundred thousand dollars (\$200,000). In the event that District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by District at the time of contract termination or expiration. Contractor is not entitled to payment for services not performed as required by this Agreement.
4. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 20, 2024 – December 31, 2025.
5. **Time of Performance.** The services shall be performed in accordance with the Schedule set forth in Exhibit C.
6. **Standard of Care.** As a material inducement to District to enter into this Agreement, Contractor hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, and will perform the services to a standard of reasonable professional care, for similar services on similar projects of like size and nature performed.
7. **Standard of Performance.** Contractor shall perform all work under this Agreement to all recognized applicable professional standards and pursuant to the above stated Standard of Care. Contractor hereby

represents and covenants that it shall follow the professional standards used by a competent practitioner in performing all services required hereunder.

8. Termination.

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

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

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

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

10. Contract Materials. Upon expiration or termination of this Agreement, all finished or unfinished work products, documents, data, studies, maps, photographs, and other materials and efforts conducted by Contractor under this Agreement shall become the property of District and shall be promptly delivered to District provided, however, that the Contractor may retain (a) one copy of any Confidential Information solely to the extent required to defend or maintain any litigation relating to this Agreement, or to comply with applicable laws and regulations, subject to the same confidentiality conditions described herein, and (b) copies of Confidential Information contained in routine archived back-ups created as part of the Contractor's information technology system back-up and disaster recovery protocols, where such backups are used only for such purposes and are not accessible in the ordinary course of business.

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

12. Hold Harmless. Contractor shall indemnify and hold harmless District and its officers, agents, employees, and servants from and against any and all damages, losses, or actions resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for or on account of: (a) injuries to or death of any person, including Contractor or its employees/officers/agents/servants; and/or (b) damage to any property. However, Contractor's duty to indemnify and hold harmless under this section shall not apply to

injuries or damage for which District has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and hold harmless as set forth by this section shall continue after termination of the Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

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

14. Payment of Permits/Licenses. Contractor shall assist the District in obtaining any licenses, permits, or approvals required from any agency for services to be performed under this Agreement prior to commencement of said services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

15. Insurance.

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

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

(c) During the term of this Agreement, Contractor shall take out and maintain such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence, except Professional Liability which is per claim, 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 (except Workers Compensation and Professional Liability), which shall also contain a provision that 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.

(d) In the event of the breach of any provision of this section, including receipt of a notice indicating required insurance coverage will be diminished or cancelled, notwithstanding any other

provision of this Agreement to the contrary, District may immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

16. Compliance With Laws.

(a) All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable laws, ordinances, and regulations, including, without limitation: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder; the Americans with Disabilities Act of 1990, as amended, and the nondiscrimination requirements of 41 C.F.R. 60-741.5(a); if applicable, Section 504 of the Rehabilitation Act of 1973; and all other applicable Federal, State, and/or local laws prohibiting discrimination on the basis of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information; all applicable equal opportunity laws and requirements; and all applicable equal benefits laws and requirements, including, without limitation, laws prohibiting discrimination in the provision of equal benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

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

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

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

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

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

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

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

18. Merger Clause; Amendments. This Agreement, including all Exhibits and other attachments incorporated by reference, constitutes the sole Agreement of the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or other attachment, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments of the Agreement shall be in writing and signed by the Parties.

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

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

In the case of District, to:

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

In the case of Contractor, to:

Name/Title: Summer Bundy, Regional Sector Leader, Coastal Resiliency
& Climate Change Adaptation
Address: 2999 Oak Street, Suite 800 Walnut Creek, CA 94597
Telephone: 415-894-2242
Email: summer.bundy@stantec.com

21. Confidentiality. Contractor, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of District. Contractor covenants that all such confidential data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement shall not be disclosed by Contractor without written authorization by District. District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to District upon the termination of this Agreement provided, however, that the Contractor may retain (a) one copy of any Confidential Information solely to the extent required to defend or maintain any litigation relating to this Agreement, or to comply with applicable laws and regulations, subject to the same confidentiality conditions described herein, and (b) copies of Confidential Information contained in routine archived back-ups created as part of the Contractor's information technology system back-up and disaster recovery protocols, where such

backups are used only for such purposes and are not accessible in the ordinary course of business. 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 Contractor, Stantec Consulting Engineers, Inc.:

Contractor Signature

Contractor Name (Print)

Date

For District:

Len Materman
Chief Executive Officer

Date

Exhibit A – Scope of Services

In consideration of the payments set forth in Exhibit B, Contractor shall perform the services described below for the District in accordance with the terms, conditions, and specifications set forth in this Agreement. No work for any task within Exhibit A by Contractor shall commence or be billable to the District without prior written authorization by the District. Additional services outside of those described herein must be authorized by the District's representative in writing prior to the commencement of that work.

Project Understanding

The District's *Planning Policy Guidance for Resilient Public Infrastructure* seeks to glean and distill relevant information from precedent documents and synthesize climate science and policy guidance into actionable direction for use by the County's jurisdictions, service providers, and asset owners. Development of the Guidance will be overseen by the District and supported by the Contractor. Major milestones include a Technical Memorandum documenting and synthesizing existing information, and Administrative Draft, Public Draft, and Final Draft Guidance Documents. Three Asset Advisory Groups (AAG) will be engaged throughout the project to support the development and review of the Guidance.

Scope of Work

TASK 1.0 —PROJECT MANAGEMENT AND INTERNAL COMMUNICATIONS

1.1 – Prepare Work Plan, Schedule and Progress Reporting Template

In collaboration with the District's Project Manager, Contractor will develop a draft Workplan/ Project Management Plan (PMP) for submittal at the project kick-off meeting. The PMP will clearly define project scope of work, roles and responsibilities, file management, QA/ QC procedures, the project schedule, general timing and intent of AAG meetings, and a progress reporting template. This meeting will also be used to confirm specific Project goals and objectives, lines of communication, stakeholder partnerships, and outreach strategy.

1.2 – Prepare Invoices, Progress Reports, and Scheduling Revisions

Contractor will prepare monthly invoices and progress reports using earned value methods. Progress will be formally reported to District's Project Manager monthly and updated with frequent communication.

1.3 – Facilitate and Attend Monthly Project Management Meetings

Contractor will hold participate in monthly progress meetings with the District for the 18-month duration of the project. These meetings provide an opportunity to coordinate among the various team members, discuss and resolve issues, make decisions, set project direction, and track project status. After each meeting, Contractor will provide meeting notes, decision logs, and identify action items. Action items from past meetings will be discussed at each meeting to verify progress. Throughout the course of the project, Contractor will maintain an up-to-date decision log and action item log.

1.4 – Asset Advisory Groups

The purpose of this subtask is to prepare for and facilitate Asset Advisory Group (AAG) meetings. Contractor will work with the District to plan and facilitate 7 total working sessions with the AAGs, which can include:

- 1 joint kickoff meeting with all AAGs
- 2 follow-up working sessions with the Stormwater AAG
- 2 follow-up working sessions with the Wastewater AAG
- 2 follow-up working sessions with the Roadways AAG

The selection of AAG members will be done in collaboration with the District. The District will recruit, form, and coordinate the AAGs. This subtask includes developing agendas, PowerPoint presentations, working meetings to review/refine draft content, and facilitation plans. Contractor will work with the District to design the working session format, including goals and objectives, agendas, content, length, format, level of interactivity, etc. Contractor will provide meeting notes within five (5) working days of each working session. For budgeting purposes, AAG meeting participation by up to three key team members is assumed.

1.5 – Quality Control

Contractor will conduct quality control to avoid conflicts and address gaps and overlaps.

Task 1 Deliverables:

- Project Management Plan (Draft and Final)
- Monthly invoices and progress reports
- Monthly Project Management Meetings
- Planning, materials, and attendance at 7 total working sessions with the AAGs

TASK 2.0 — EXISTING DOCUMENT, POLICY, AND PROCESS REVIEW

The purpose of this task is to provide an efficient and effective review of industry-wide resilience best practices; existing AAG agency guidelines, standards, policies, and processes; and State of California policy guidance. Contractor will prepare a matrix of existing data sources, reports, and other documents for the District's review. This task will culminate in a database of resources and a brief technical memorandum (TM) describing takeaways from literature reviewed, AAG feedback, and identification of opportunity areas where template language focused on resilience could be developed in Task 3. AAG feedback received through a request for information (RFI) is assumed to focus on: 1) identifying and providing resources for local guidelines, standards, policies, and processes; and 2) identifying the priority resources that the Guidance should focus on.

2.1 – Resilient Design and Best Practices

The District has developed a robust library of precedent documents. Contractor will screen identify relevant design guidance worldwide, with an in-depth review of three to five documents found to be most applicable to San Mateo County and flood hazard resilience. The documents to be screened include but are not limited to:

- Documents included in the District's document library
- Adapting Infrastructure and Civil Engineering Practice to a Changing Climate (ASCE 2015)
- Climate Resilient Infrastructure (American Society of Civil Engineers (ASCE) 2018)
- Flood Design for Changing Climate (ASCE 2019, webinar slides)
- American Water Works Association (AWWA) J100-21, Risk And Resilience Management of Water and Wastewater Systems
- AWWA M71, Climate Action Plans, Adaptive Management Strategies for Utilities

2.2 – Local Guidelines, Standards, Policies, and Processes

Under this subtask, Contractor will collect, catalogue, and synthesize existing AAG member agency guidelines, standards, policies, and processes related to capital project planning and design. A desktop assessment will be performed to determine the current state of practice, followed by a gap analysis and preparation of an RFI for AAG member agencies.

This could include:

- Resolutions for Governing Bodies: County Board of Supervisors, City Councils
- Jurisdiction-Wide Plans and Programs: General and Specific Plans, Local Coastal Plan Updates, Capital Improvement Programs (including staff reports and other documentation that summarizes planning processes), Storm Drain Master Plans, Local Hazard Mitigation Plans, Sanitary Sewer and Stormwater Master Plans, Green Infrastructure and Streetscape Plans
- Ordinances and Codes: Building and Municipal Code Sections, Zoning Ordinances
- Technical Manuals: Drainage design manuals and design standards/datums (e.g. precipitation design event, tailwater criteria, etc.), Level of service goals for stormwater system performance, Standard Engineering Details and Specifications, Operations & Maintenance Manuals

Other San Mateo County Climate Change Related References and Policies: San Mateo County Sea Level Rise Policy for County-Owned Assets, San Mateo County Sea Level Rise Vulnerability Assessment, South Coast Sea Level Rise Risk and Solutions Study

After receiving feedback from the AAGs on priority guidelines, standards, policies, and processes, Contractor will select examples of the high-priority resources to review in greater detail.

2.3 – State Policy Guidance

State policy guidance is rapidly evolving as climate science is updated and policy gaps are identified. Our team has a deep understanding of the status and application of State Policy guidance through our work on related task forces (i.e., OPC's SLR Practitioners Advisory Panel), application to California-based planning projects (i.e., Port of San Francisco, City and County of San Francisco, City of San Diego). The following key state policy guidance will be summarized:

- Ocean Protection Council SLR Guidance (2018, 2024)
- California Coastal Commission (2018, 2021)
- CCC Sea Level Rise Policy Guidance
- Update to California Climate Adaptation Strategy (ongoing, 2024)
- Bay Conservation and Development Commission Adapting to Rising Tides, Regional Shoreline Adaptation Planning
- Senate Bill (SB) 272, Laird. Sea level rise: planning and adaptation
- San Francisco Bay Regional Water Quality Control Board (e.g., Waste Discharge Requirement and National Pollutant Discharge Elimination System (NPDES) permit renewal requirements for completion of climate change vulnerability assessments and adaptation plans, green infrastructure requirements for incorporating climate change)
- Department of Toxic Substances Control Sea Level Rise Guidance for Project Managers (2023)

Task 2 Deliverables:

- Request for information to AAG members.
- Excel database of literature reviewed.
- TM describing takeaways from literature reviewed, AAG feedback, and identification of opportunity areas where template language focused on resilience could be developed in Task 3.

TASK 3.0 — GUIDANCE DOCUMENT PREPARATION

This task includes preparation of the Guidance Document, including the Administrative Draft, Public Draft, and Final Draft.

3.1 – Administrative Draft

3.1.1 – Refine and confirm project sectors and types

It is assumed that the Guidance Document will be focused on the following asset types:

- Stormwater Conveyance and Retention Systems (collection systems and green infrastructure)
- Roadways
- Wastewater and Water Resources Recovery (wastewater collection systems, wastewater treatment and water resources recovery facilities, and sewer/septic systems)

During this task, we will refine and confirm the project sectors and types to be addressed.

3.1.2 – Annotated Outline

Contractor will develop the draft and final annotated outline of the Guidance, including anticipated graphics that will be included in each report section. We anticipate a flexible approach to this task, based on Task 2 findings and project discussions. Review and finalize the outline with the District in up to two working meetings.

3.1.3 – Develop Report Template

Develop draft and final InDesign template for the Guidance Report. Key decisions include layout orientation, colors, fonts, cover, reference format, etc.

3.1.4 – Hazard Definition

Develop administrative draft, public draft, and final draft Climate Related Flood Hazards Chapter. Provide concise and de-jargonized information on the flood-related hazards that are addressed by the Guidance, including the technical and policy basis and provide links to key technical resources for use by capital project teams during their planning and design phases.

Coastal Hazards

Contractor will:

- Monitor OPC Sea Level Rise Guidance public process and final guidance development to ensure draft template policy guidance language reflects current state recommendations.
- Provide easy-to-understand graphics and narratives reflecting climate science and policy Guidance.
- Develop a risk-based approach that recommends appropriate SLR projections for different project and asset types.
- Develop replicable and transparent process to incorporate risk from short- term flood exposure from 100-year coastal events, long-term inundation from sea level rise, and groundwater table risk across different asset types.
- Develop methodology to coordinate between SLR-driven flood risk and extreme precipitation risk to reduce the risks of mis-alignment among recommendations

Precipitation Hazards

To develop precipitation hazard definition, Contractor will:

- Review existing design storm related criteria across agencies.
- Develop clear summaries of the local trends and the underlying science for future protections.
- Review, recommend and establish process to use scaling factors in assessing future condition precipitation vulnerability.
- Provide tables and graphs reflecting recommended design storms for use during planning and design.

3.1.5 – Guidance Template Language

Administrative draft guidance language and supporting graphics will be developed. While the scope and organization of the guidance will be defined in Task 3.1.2 based on feedback from the AAGs, the guidance may include:

- **Glossary:** Glossary of key terms reflecting State policy guidance and other locally relevant climate resilience and capital planning terminology.
- **Climate Adaptative Capital Planning and Design:** Description of resilience planning and design processes relevant to all project types. This section will describe how climate change considerations should be incorporated into the capital project design process and workflow.
- **Non-structural approaches:** Guidance for non-structural approaches to climate adaptation.
- **Asset-Specific Guidance:** Contractor will develop guidance focused on the following asset types:
 - Stormwater Conveyance and Retention Systems (collection systems and green infrastructure)
 - Roadways
 - Wastewater and Water Resources Recovery (wastewater collection systems, wastewater treatment and water resources recovery facilities, and sewer/septic systems)
- Depending on feedback from the AAGs, Consultant may also write template language for the following resources:
 - **General Plans/Specific Plans:** Contractor will develop draft guidance for general and specific plans that incorporates: (1) Assembly Bill (AB) 162 and Senate Bill (SB) 1241 requirements for consideration of flood and fire protection, respectively; (2) requirements of SB 379, which calls for including adaptation and resilience in safety elements; and (c) SB 1000 requirements for incorporation of an environmental justice.
 - **Local Coastal Program:** Contractor will use the existing template LCP language in the OneShoreline SLR Planning Guidance to assess how this language could be modified and/or updated to reflect differences for public assets infrastructure.
 - **Local Hazard Mitigation Plans:** Contractor will prepare template language relative to the flood hazards covered by the Guidance. It will also include template actions relative to the Guidance and other best practices.
- **Design Criteria:** Based on the outcomes of Task 2, the climate hazard definition step, discussions with the AAGs, and our experience designing public infrastructure in California and across the country, Contractor will develop climate change-adjusted design criteria. Examples of such criteria include:
 - Design storms adjusted in consideration of climate change projections. These can be applied to analyze onsite flooding, pluvial hazards, storm drain capacity, green infrastructure facility sizing, and watershed contributions to receiving water bodies (e.g., creeks).
 - Base Flood Elevations (BFEs). These will consider project location, sea level rise projections, potential fluvial and pluvial contributions, and design year. BFEs will rely upon existing hazard mapping.
 - Recommended ranges of design freeboard. These will vary in consideration of infrastructure type and consequences of inundation, proximity to the shoreline and potential exposure to wave runup, and whether the asset is located within a known floodway.
 - Tailwater elevation criteria. Near the shoreline, this will be based on current BFE + 6 ft. Higher in the watershed, this will be based on BFE of the receiving water body adjusted

for extreme precipitation forecasts for the design year. Additional guidance will be proffered on how to account for pump stations and hydraulic structures (e.g., flood gates) if located within their zone of influence.

- Approach to developing the optimal combination of green and gray infrastructure to achieve project-specific objectives.
- Consideration of groundwater rise, such as groundwater table offsets for buried pipe systems.
- Recommended setbacks from the Bay shoreline and other water bodies. It will be important to assure consistency with Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County. To that end, the Stantec Team may suggest certain criteria be revised for application in both guidance documents.

3.1.6 – Issue Administrative Draft

The content identified above will be formatted in the endorsed report template. A PDF version of the deliverable will be developed and circulated for review. Consultant will revise the Administrative Draft based on District comments.

Task 3.1 Deliverables:

- Outline of the Guidance
- Draft #1 - Administrative Draft of the Guidance (Word or PDF document)
- Draft #2 - Revised Administrative Draft (in response to District comments) (Word or PDF document)

3.2 – Public Draft

Contractor will revise the Administrative Draft based on AAG comments. This includes:

- Synthesize comments in a matrix.
- Identify comments requiring additional coordination. Based on a review, identify comments that are easily addressed and those that require additional coordination and decision-making.
- Comment resolution working meeting (one meeting assumed).
- Revise report and issue PDF of Public Draft. Based on the endorsed approach to comment resolution, Contractor will revise the report and issue an updated PDF for the District's public release.

A budgetary amount of 50 hours is assumed for this subtask.

Task 3.2 Deliverables:

- AAG Comments Matrix (Excel file)
- Draft #3 - Public Draft (in response to AAG comments) (Word or PDF document)

3.3 – Final Draft

After the close of the public comment period, the following efforts are anticipated to complete the Final Draft:

- Synthesize comments in a matrix.
- Identify and summarize key themes.
- Identify comments requiring additional coordination.
- Comment resolution working meeting (one meeting assumed).
- Revise and finalize report.

A budgetary amount of 36 hours is assumed for this subtask.

Task 3.3 Deliverables:

- Public Comments Matrix (Excel file)
- Draft #4 - Final Draft (in response to public comments) (Word or PDF document)

TASK 4 — POST-PUBLICATION COMMUNICATIONS (OPTIONAL)

4.1 – Support on Presentations and Capacity Building Program, Phase 1

This task includes up to 24 hours to develop and deliver presentations to socialize the guidance and support capacity building. A brief workplan will be developed to define the allocation of budget across capacity building efforts. Examples efforts may include:

- **Office Hours.** Provide office hours to support project teams with the application of the Guidance. Our staffing of office hours can be flexible, depending upon the project type and the nature of the project team's questions.
- **Training Materials.** Develop training materials such as PowerPoint presentations, videos, and handbooks.
- **Training Working.** Conduct training workshops, in person or remotely.
- **Pilot projects.** Support project teams with extended technical assistance during project planning and/or pre-design.

Exhibit B – Payments and Rates

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

Task		Total							
		STANTEC HOURS	PATHWAYS HOURS	LOTUS HOURS	TOTAL HOURS	STANTEC ESTIMATED BUDGET	PATHWAYS ESTIMATED BUDGET	LOTUS ESTIMATED BUDGET	TOTAL BUDGET
1	Project Management and Internal Communications	106	97	98	301	\$ 25,913	\$ 21,535	\$ 22,780	\$ 70,228
1.1, 1.2, 1.3	Prepare Work Plan, Prepare Invoices, Project Management Meetings	69	41	40		\$ 16,340	\$ 8,405	\$ 9,200	
1.4	Asset Advisory Groups					\$ -	\$ -	\$ -	
1.4.1	Stormwater Advisory Group	18	13	36		\$ 4,380	\$ 3,050	\$ 8,040	
1.4.2	Roadways AAG	6	24	12		\$ 1,740	\$ 5,580	\$ 2,940	
1.4.3	Wastewater AAG	4	11			\$ 1,020	\$ 2,420		
1.5	QA/QC	9	8	10		\$ 2,433	\$ 2,080	\$ 2,600	
2	Existing Document, Policy, and Process Review	39	16	22	77	\$ 8,908	\$ 2,680	\$ 4,740	\$ 16,328
3	Guidance Document Preparation	111	171	226	508	\$ 25,667	\$ 29,475	\$ 49,220	\$ 104,362
3.1	Administrative Draft	81	163	178		\$ 18,529	\$ 27,615	\$ 38,940	
3.2	Public Draft	18	4	28		\$ 4,272	\$ 930	\$ 5,960	
3.3	Final Draft	12	4	20		\$ 2,866	\$ 930	\$ 4,320	
4	Post-Publication Communications (Optional)		10	14	24	\$ -	\$ 2,600	\$ 3,640	\$ 6,240
4.1	Presentations		2	4		\$ -	\$ 520	\$ 1,040	
4.2	Capacity Building		8	10		\$ -	\$ 2,080	\$ 2,600	
Estimated Budget (before markup)						60,488	56,290	80,380	197,158
Estimated Budget (2% markup on subs)						60,488	57,416	81,988	199,891

SCHEDULE OF BILLING RATES – 2024 (USD)

Billing Level	Hourly Rate	Description
3	\$128	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience
4	\$135	
5	\$152	
6	\$158	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience
7	\$172	
8	\$179	
9	\$187	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience
10	\$196	
11	\$210	
12	\$222	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience
13	\$231	
14	\$250	
15	\$263	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience
16	\$280	
17	\$289	
18	\$290	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience
19	\$300	
20	\$311	
21	\$330	

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase

Pathways Hourly Rates	
Principal	\$ 300
Director	\$ 195
Senior Associate	\$ 165
Associate	\$ 135
Senior Technician	\$ 125
Technician	\$ 155
Intern	\$ 80

Lotus Hourly Rates	
Principal	\$ 271
Senior Engineer / Senior PM	\$ 233
Project Manager / Engineer IV	\$ 209
Project Engineer / Engineer III	\$ 190
Design Engineer / Engineer II	\$ 180
Staff Engineer / Engineer I	\$ 158
Senior Planner	\$ 222
Watershed Planner III	\$ 172
Watershed Planner II	\$ 164
Watershed Planner I	\$ 146
CADD / Graphics	\$ 140
Project Assistant	\$ 135


Under no circumstances shall the amount paid by District to Contractor exceed \$200,000. Contractor shall provide District with a written itemized invoice that allows the District to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services, and specified work completed.

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

Payment will be made within 45 days of invoice receipt.

Exhibit C – Schedule

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

 Planning Policy Guidance for Resilient Public Infrastructure in San Mateo County Preliminary Schedule		JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV
1	Project Management and Internal Communications																		
1.1, 1.2, 1.3	Prepare Work Plan, Prepare Invoices, Project Management Meetings		▲ PMP																
1.4	Asset Advisory Groups																		
1.4.1	Stormwater Advisory Group						▲		▲										
1.4.2	Roadways AAG			▲			▲		▲										
1.4.3	Wastewater AAG						▲		▲										
1.5	QA/QC																		
2	Existing Document, Policy, and Process Review																		
						▲													
3	Guidance Document Preparation																		
3.1	Administrative Draft										▲								
3.2	Public Draft												▲						
3.3	Final Draft													▲					
4	Post-Publication Communications (Optional)																		
4.1	Presentations																		
4.2	Capacity Building																		

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

Date: May 20, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Discuss the Fiscal Year 2023-24 Budgets, and the Fiscal Year 2024-25 Draft Budgets

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”) 2023-24 Operating Budget, Capital Projects Budget, and Flood Zones Budget, and the Draft FY 2024-25 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 (FY 2020-21) comprised of an Operating Budget, which included project-related activities outside 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.

Since the District’s second budget (FY 2021-22), in addition to the Operating Budget and Flood Zones Budget, we added a Capital Projects Budget to include revenue and expenses related to the construction of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project, and planning of the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project. For our fifth full fiscal year (FY 2024-25), we propose to maintain these three budgets and add the Flood Early Warning System Project to the Capital Projects Budget to capture the revenue and expenses associated with our work throughout the county to continue to plan, build, and maintain infrastructure for this system.

At this Board meeting, we will discuss:

- the approved FY 2023-24 Operating, Flood Zones, and Capital Projects Budgets with the estimated fiscal year-end expenses,
- high-level draft FY 2024-25 Operating Budget,
- high-level draft FY 2024-25 Flood Zones Budget,
- high-level draft FY 2024-25 Capital Projects Budget, and
- summary of the Operating Budget year-end balance (reserves) as of June 30, 2024, and the projected reserves at the conclusion of each of the next four fiscal years.

Based on the input received on these budgets at the May 20 Board meeting, we will develop detailed FY 2024-25 budgets for approval at the next Board meeting, which is scheduled for June 24.

Fiscal Impact on District Resources

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

Attachment

Fiscal Year 2023-24 Operating, Flood Zones, and Capital Projects Budgets approved by the Board June 26, 2023

San Mateo County Flood and Sea Level Rise Resiliency District

Fiscal Year 2023-24

Operating Budget

Flood Zones Budget

Capital Projects Budget

Approved by the Board of Directors on June 26, 2023

San Mateo County Flood & Sea Level Rise Resiliency District

Operating Budget for Fiscal Year 2023-24

Approved June 26, 2023

Budget Item	Proposed Amount
REVENUE	
County Contributions *	2,091,605
State Grants	1,180,000
Interest Earned	25,200
Total Revenue	3,296,805
EXPENSES	
Personnel	
Salary and Related Costs	824,884
Medicare and Social Security	53,303
Retirement Benefits	122,861
Medical, Dental, Vision Benefits	86,181
Workers' Comp., Unemployment, and Disability Ins.	7,741
Personnel Expenses	1,094,969
Portion of Personnel costs reallocated to Flood Zones and capital projects	(140,000)
Net Personnel Expenses	954,969
Operations & Support	
Office Lease and Supplies	135,600
Computers and Software	15,265
Advertising and Legal Notices	1,000
Meetings, Memberships, and Prof. Development	34,848
Contract - Legal Services	70,000
Contract - Audit Services	63,550
Contract - Admin and Financial Services	70,100
Contract - Projects	547,500
Outreach	50,000
Liability and Property Ins.	9,000
Misc. Expenditures	7,000
Total Operations and Support Expenses	1,003,863
Portion of Operations & Support costs reallocated to Flood Zones	(98,780)
Net Operations and Support Expenses	905,083
Total Expenses	1,860,052
Total Revenue minus Total Expenses	1,436,753
Estimated carryover of prior FY fund balance	3,144,234
Estimated reserves at conclusion of FY2023-24	4,580,987

San Mateo County Flood & Sea Level Rise Resiliency District

Flood Zones Budget for Fiscal Year 2023-24

Approved June 26, 2023

Budget Item	Colma Creek	San Bruno Creek	San Francisquito Creek
REVENUE			
Taxes (Secured Property)	5,075,653	406,114	468,590
Rent and Interest Income	196,550	22,400	6,154
Inter-governmental Revenue	97,375	961	941
Total Revenue	5,369,578	429,475	475,685
EXPENSES			
General Administration of Flood Zones	150,450	85,749	24,650
Operations Costs Reallocated to Flood Zones	48,200	41,000	14,300
Maintenance Planning, Design & Construction	2,194,500	353,700	20,500
Capital Projects Planning, Design & Construction	0	75,000	0
Debt Service on a Bond	1,498,875	0	0
Annual Contribution to SFCJPA	0	0	422,773
Liability and Property Insurance	9,000	13,000	0
Total Expenses	3,901,025	568,449	482,223
Total Revenue minus Total Expenses	1,468,553	(138,974)	(6,538)
Reserves from prior fiscal year	32,766,399	3,537,707	1,139,546
Estimated Reserves at end of FY2023-24	34,234,952	3,398,733	1,133,008

San Mateo County Flood & Sea Level Rise Resiliency District

Capital Projects Budget for Fiscal Year 2023-24

Approved June 26, 2023

PROJECT	REVENUE			EXPENSES
	Local governments	State or Federal (through local partners)	Total	
Bayfront Canal & Atherton Channel (BCACP) *		218,066	218,066	
Consultant Contracts				89,160
Construction Contracts				231,000
District Staff Time				35,000
Total	0	218,066	218,066	355,160
Burlingame-Millbrae-SFO Shoreline		2,161,748	2,161,748	
Consultant Contracts				2,064,548
District Staff Time				97,200
Total	0	2,161,748	2,161,748	2,161,748
Total of Capital Projects	0	2,379,814	2,379,814	2,516,908

* Estimated reserves of \$205,766 available for continued BCACP maintenance and mitigation monitoring after July 1, 2024