



San Mateo County Flood & Sea Level Rise Resiliency District

BOARD OF DIRECTORS

County Supervisors:

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

City Representatives:

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

HYBRID MEETING: IN-PERSON AND BY VIDEOCONFERENCE

This meeting will be held **in-person on the first floor of 1700 S. El Camino Real in San Mateo, and remotely** for public participation. Participants attending the meeting remotely via Zoom should click on the following link:

<https://oneshoreline-org.zoom.us/j/83461611438>

or call 669-444-9171 (Meeting ID# 83461611438)

Director Colson will participate remotely from the New Orleans Virgin Hotel business center, 550 Baronne St, New Orleans, LA

AGENDA

October 28, 2024

4:00 PM

- 1. Roll Call**
- 2. Public Comment** Persons wishing to address the Board on District-related matters not on this Agenda, as well as items listed under Action to Approve the Consent 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 ***
- 4. Regular Business**
 - A. Authorize the CEO to execute an agreement with San Mateo County to receive a grant of \$2,250,000
 - B. Adopt Resolution 2024-10-28 to designate Applicant’s Agents for Non-State Agencies for \$900,000 from the Flood Mitigation Assistance Grant Program administered by the Federal Emergency Management Agency (FEMA)
 - C. Receive a Millbrae and Burlingame Shoreline Resilience Project (MBSRP) update and discuss refined alternatives
 - D. Authorize the CEO to execute a Memorandum of Understanding with the City of Burlingame for \$300,000 in funding for the MBSRP from FEMA’s Building Resilient Infrastructure and Communities Grant Program
 - E. Authorize the CEO to execute Amendment 1 to Task Order 1 under the Master Services Agreement with Schaaf & Wheeler Consulting Civil Engineers to complete data collection, 30% design, and a Draft Environmental Impact Report for the MBSRP
 - F. Authorize the CEO to execute Amendment 1 to a contract with Civic Edge Consulting for services to develop and support the implementation of an outreach plan for the MBSRP
- 5. Chair’s Report ***
- 6. CEO’s Report ***
- 7. Board Member Reports and Items for a Future Agenda ***
- 8. Adjournment**

* There is no written staff report for this item

Meeting information, and public access and communications

- Verbal public comments will be accepted during the meeting in person or remotely. Remote comments can be submitted at the appropriate time by raising your hand via Zoom’s Chat or hand raising functions, or speaking if joining by phone. Written public comments can be submitted by email to board@OneShoreline.org by noon on the meeting day – indicate the agenda item to which your comment applies and it will be read or summarized at the meeting by the Board Clerk.
- If you require assistance to participate in the meeting or wish to submit written communication to all Board Members regarding the meeting, please contact the Clerk of the Board by 9:00 am on the day of the meeting.
- Public records relating to an open session item on the agenda are available at least 72 hours prior to a Regular Board meeting or at least 24 hours prior to a Special Board meeting, when these records are distributed to Board members. Public records are available at the District office at 1700 South El Camino Real, Suite 502, San Mateo, CA 94402 and at OneShoreline.org. To receive these documents electronically, please email board@OneShoreline.org.

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

Date: October 28, 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 an agreement with San Mateo County to receive a grant of \$2,250,000

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) authorize the CEO to execute the attached grant agreement (“Agreement”) with the County of San Mateo (“County”) for \$2,250,000 for a term of three fiscal years beginning July 1, 2025 through June 30, 2028, subject to minor modifications agreed to by OneShoreline CEO and legal counsel.

Background and Discussion

Measure K is a half-cent general sales tax approved by San Mateo County voters in November 2016 as an extension of a previously approved half-cent sales tax. Since OneShoreline was established, the County Board of Supervisors has approved three grants to OneShoreline for operating and consulting costs associated with specific projects, including the Bayfront Canal and Atherton Channel Project, the countywide Flood Early Warning System, multi-jurisdictional resilience projects, a resilience study for the Pillar Point Harbor area, Planning Policy Guidance and then Public Infrastructure Guidance for local jurisdiction land use documents and project reviews, a 5-year permit to periodically remove debris from specific flood prone reaches of Bayside creeks, and expanding the reach of FEMA’s Community Rating System.

Over the past month, the OneShoreline’s CEO and legal counsel have worked with County staff from the Sustainability Department and Supervisor Pine’s office to develop a new Agreement to provide funding at the same level (\$750,000/year) for the same duration (three years) that the County provided to OneShoreline during its start-up period in 2020, 2021, and 2022. This draft Agreement, which the County Board of Supervisors will consider in November, includes the following key provisions:

- The term of the Agreement would extend from July 1, 2025 through June 30, 2028.
- The grant funds are expected to be transferred to OneShoreline in six payments of \$375,000 each following receipt of OneShoreline invoices that include a 2-3 page report detailing OneShoreline’s ability to achieve milestones contained within an annual work plan for County-funded work and relating to the following efforts as described in Exhibit A of the attached draft Agreement:
 - Advance the incorporation of climate resilience and future conditions thinking into local jurisdiction land use documents and approvals of private and public developments.
 - Work with jurisdictions to advance and align the planning, funding, design, and permitting of projects that incorporate climate resilience for developed, natural, and recreational areas across jurisdictions.
 - Assist jurisdictions and partners with planning for, supporting early warning of, and reducing the impacts of extreme storms.
 - Collaborate with the County to provide support services related to grants, reports, policies, etc.

Impact on OneShoreline Resources: As a result of this Agreement, OneShoreline will receive \$2,250,000 for operating expenses, including but not limited to: contracted consulting services, staff salaries and benefits; rent; and administrative, financial, and information technology services.

Attachment: Draft Agreement with the County of San Mateo

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCE DISTRICT (AKA ONESHORELINE)

This Agreement is entered into this 12th day of November 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo County Flood and Sea Level Rise Resilience District (aka OneShoreline) herein after called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of addressing and helping protect against the impacts of sea level rise and provide for the control and comprehensive management of the floodwaters and stormwaters in the County of San Mateo.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO MILLION TWO HUNDRED AND FIFTY THOUSAND (\$2,250,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of

the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work 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 July 1, 2025, through June 30, 2028.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Sustainability Department or their designee 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 work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or 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 County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement 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:

(a) Comprehensive General Liability.....\$1,000,000

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately

declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to 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 State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds 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.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and

management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such 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.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being

asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor

acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. 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 County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, 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.

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail,

postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Kevin O'Brien/Management Analyst
Address: 455 County Center, 4th floor, Redwood City, CA 94063
Email: kobrien@smcgov.org

In the case of Contractor, to:

Name/Title: Lucy Dong/Finance Manager
Address: 1700 S. El Camino Real, Suite 502, San Mateo, CA 94402
Email: ldong@oneshoreline.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County.

Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

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

For Contractor: San Mateo County Flood and Sea Level Rise Resilience District

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

Contractor was created by state law (AB 825, 2019) to plan for and protect against the water-related impacts of climate change including sea level rise, atmospheric rivers, coastal erosion, and drought throughout the County of San Mateo. All Measure K funds provided to Contractor pursuant to this Agreement ("Funds") shall be used to further this purpose on the related tasks described below.

Contractor shall develop an annual work plan for County-funded work for each fiscal year (FY) covered by the term of this Agreement, i.e annual work plans for FY2025-26, FY2026-27, and FY2027-28. Contractor will seek and receive input and approval from the County on the scope of work and deliverables included in the annual work plan. The work plan for County-funded work shall include, but not be limited to: specific project objectives, scope, and schedule; key milestones, outcomes, and deliverables; and project partners. The scope of activities will align with the agreed upon task areas outlined below. The work plan will be approved by the OneShoreline's board and work will only commence after the OneShoreline board's approval. A copy of the final work plan will be provided to the County upon approval by the OneShoreline board.

Task 1. Advance the incorporation of climate resilience and future conditions thinking into local jurisdiction land use documents and approvals of private and public developments and projects to enhance the infrastructure that communities depend on, such as stormwater and wastewater/water recycling systems, roads, parks, and utilities, so these facilities can function for their intended lifespan and contribute to regional resilience.

Deliverables: Progress report that includes:

1. Descriptions of activities or documents that demonstrate Contractor efforts to incorporate climate resilience into land use documents and private development and public infrastructure projects.
2. Number and dates of related meetings and/or activities.

Task 2. Work with jurisdictions to advance and align the planning, funding, design, and permitting of projects that incorporate climate resilience for developed, natural, and recreational areas across jurisdictions.

Deliverables: Progress report that includes:

1. Description of project(s) or effort(s) that illustrates resilience being planned, designed, or permitted.
2. Number and dates of related meetings and/or activities.

Task 3. Assist jurisdictions and partners with planning for, supporting early warning of, and reducing the impacts of extreme storms. Maintain OneShoreline's field infrastructure of rain, stream, and tidal gauges. Make a good faith effort to work with partners on the aspects of the early warning systems that are owned and maintained by others.

Deliverables: Progress report that includes:

1. Descriptions of activities or effort(s) that demonstrate providing assistance related to extreme storms.
2. Number and dates of related meetings and/or activities.

Task 4. Collaborate with County to provide support services including, but not limited to, review of grant applications and planning documents, providing technical consulting services, supporting policy development, and conducting regional flood risk assessments.

Deliverables: Progress report that includes:

1. Descriptions of collaboration and services provided to the County.

Task 5. Provide other related services and tasks, as required, for water-related impacts of climate change including sea level rise, atmospheric rivers, coastal erosion, and drought with prior written approval from the County.

Deliverables: Progress report that includes:

1. Description of the services and tasks performed to progress flood, ground water rise, extreme precipitation, and sea level rise resilience across jurisdictions in San Mateo County.

On an annual basis at the end of the County's fiscal year, as part of invoice submissions 2, 4, and 6 as listed in Exhibit B, Contractor shall describe how it has met the performance measures outlined in the table below.

<u>Measure</u>	<u>FY 2025-2026 Target</u>	<u>FY 2026-2027 Target</u>	<u>FY 2027-2028 Target</u>
<u>Advance the incorporation of future conditions thinking into at least two decisions or planning processes.</u>	<u>Complete</u>	<u>Complete</u>	<u>Complete</u>
<u>Work with at least two jurisdictions to plan and design climate resilience projects for developed, natural, and recreation areas.</u>	<u>Complete</u>	<u>Complete</u>	<u>Complete</u>
<u>Provide technical assistance to at least two jurisdictions, partners, or stakeholders to reduce the impacts of extreme storms.</u>	<u>Complete</u>	<u>Complete</u>	<u>Complete</u>

Exhibit B

In consideration of the services provided by Contractor, as described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor on a semi-annual basis upon receipt of an approved invoice and a progress report detailing work completed relative to the tasks listed in Exhibit A.

Pursuant to section 2. Payments, in no event shall the County's fiscal obligation under this Agreement exceed TWO MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000).

Subject to the terms, conditions and limitations of this Agreement and submission of sufficient supporting documentation as set forth herein, Contractor may invoice the County for its reasonable and necessary operating expenses incurred during the term of the Agreement and determined under generally accepted accounting principles, including but not limited to: expenses incurred for contracted consulting services, staff salaries and benefits; rent; and administrative, financial, and information technology services, insurance, utilities costs and such other expenses necessarily incurred for the purpose of operating and maintaining Contractor's operations. Contractor will submit a two- to three-page progress report at time of invoicing based on the schedule outlined in this Exhibit B. Contractor activities described in progress reports to County shall relate to the work plan and tasks outlined in Exhibit A.

All invoices must include:

- A. Contractor letterhead
- B. Current remittance address
- C. Agreement/Contract #
- D. Invoice #
- E. Invoice date
- F. Total cost or billing of current invoice
- G. Amount owing
- H. Amount previously billed
- I. Amount remaining on agreement

Contractor shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms and such other documentation acceptable to the County. The types of supporting documents required to verify information on invoices depend on the specified contracted services and, if applicable, costs to be reimbursed. The County reserves the right to withhold payment on invoices until Contractor provides adequate supporting documents. The adequacy of supporting documentation is at the sole discretion of the County.

Timesheets must include, at a minimum, employee name, job title, date of hours worked, tasks the hours are applied to, hourly billing rate, number of hours worked per date, and dollar value per day per employee.

The invoice submission schedule is as follows:

1. **Invoice 1** - On or around 12/31/2025 - Invoice for up to \$375,000, upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.
2. **Invoice 2** - On or around 06/30/2026 - Invoice for up to \$375,000, upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.

3. **Invoice 3** - On or around 12/31/2026 - Invoice for up to \$375,000, upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.
4. **Invoice 4** - On or around 06/30/2027 - Invoice for up to \$375,000 upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.
5. **Invoice 5** - On or around 12/31/2027 - Invoice for up to \$375,000 upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.
6. **Invoice 6** - On or around 06/30/2028 - Invoice for remaining amount on Agreement upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.

Hourly rates will be invoiced in accordance with the table below.

Job Title	FY25-26 Hourly Rate	FY26-27 Hourly Rate (assume 5% increase)	FY27-28 Hourly Rate (assume 5% increase)
Chief Executive Officer	\$137.96	\$144.86	\$152.10
Director of Finance and Administration	\$90.41	\$94.93	\$99.67
Project Manager	\$67.73	\$71.11	\$74.67
Project Manager	\$67.28	\$70.65	\$74.18
Director of Project Management	\$98.44	\$103.36	\$108.53
Flood Assets Manager	\$70.57	\$74.10	\$77.81
Grant and Communications Advisor	\$39.38	\$41.34	\$43.41

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

Date: October 28, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Adopt Resolution 2024-10-28 to designate Applicant's Agents for Non-State Agencies for \$900,000 from the Flood Mitigation Assistance Grant Program administered by the Federal Emergency Management Agency

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) Board of Directors (Board) adopt Resolution 2024-10-28 to approve the Designation of Applicant's Agents for Non-State Agencies for \$900,000 in funding from the FY22 Flood Mitigation Assistance (FMA) Grant Program administered by the Federal Emergency Management Agency (FEMA).

Background and Discussion

In December 2022, OneShoreline submitted a so-called subapplication to the California Governor's Office of Emergency Services (Cal OES) for grant funding from the FMA Grant Program administered by FEMA. The subapplication was titled "FMA 2022: OneShoreline San Bruno Creek Flood and Sea Level Rise Resilience Project Scoping" and proposed to complete a 30% design and Draft Environmental Impact Report (EIR) to achieve protection against sea level rise and extreme storms in the in the San Bruno Creek watershed and floodplain and a portion of the Colma Creek watershed and floodplain, located in the Cities of San Bruno and South San Francisco. More specifically, the proposed project footprint extends along shoreline from the mouth of Colma Creek (where the U.S. Army Corps of Engineers has a project to protect the South San Francisco-San Bruno Water Quality Control Plant) along the Bay shoreline to the mouth of San Bruno Creek adjacent to the San Francisco International Airport (SFO) to the south, and follows San Bruno Creek over a mile upstream up to the Caltrain tracks.

On August 22, 2024, OneShoreline received notice that FEMA had approved the subapplication in the amount of for \$900,000 of FMA funding, including \$877,500 for project expenses and \$22,500 for management expenses. This grant requires a \$605,000 local match, which OneShoreline will source from the San Bruno Flood Zone and potentially the Colma Creek Flood Zone, which are funded by property taxes.

To be eligible to receive financial assistance from this program, OneShoreline must complete and submit Cal OES Form 130, a Designation of Applicant's Agent Resolution for Non-State Agencies, which is required to be adopted in the form of a governing body resolution. The Cal OES Form 130 will be valid for three years from the last date of approval, which will allow OneShoreline to seek addition federal financial assistance during this three-year period.

Impact on OneShoreline Resources:

The \$900,000 from this FEMA FMA grant award was not accounted for in the approved FY 2024-25 Budget as it was not yet awarded (we expect it to be included as a project in OneShoreline's FY 2025-26 Budget. Approving the Designation of Applicant's Agent Resolution for Non-State Agencies will enable OneShoreline to secure this federal funding and to be reimbursed by the San Bruno Creek Flood Zone and potentially the Colma Creek Flood Zone.

Attachment: Draft Resolution No. 2024-10-28

DRAFT RESOLUTION NO. 2024-10-28

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
APPROVING DESIGNATION OF APPLICANT’S AGENTS FOR NON-STATE AGENCIES**

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

WHEREAS, in December 2022, OneShoreline submitted a subapplication to the California Governor’s Office of Emergency Services (Cal OES) for grant funding from the Flood Mitigation Assistance (FMA) Grant Program Administered by the Federal Emergency Management Agency (FEMA); and

WHEREAS, the subapplication was titled “FMA 2022: OneShoreline San Bruno Creek Flood and Sea Level Rise Resilience Project Scoping” and proposed to complete the project scoping activities to achieve flood protection against sea level rise and extreme storms in the San Bruno Creek watershed and floodplain and a portion of the Colma Creek watershed and floodplain, located in the Cities of San Bruno and South San Francisco; and

WHEREAS, on August 22, 2024, OneShoreline received notice that FEMA had approved the subapplication for \$900,000 of FMA funding, including \$877,500 for project expenses and \$22,500 for management expenses; and

WHEREAS, OneShoreline intends to accept this grant funding and commits to providing the \$605,000 local match required, which OneShoreline will source from the San Bruno Creek Flood Zone and potentially the Colma Creek Flood Zone, which are both funded by property taxes; and

WHEREAS, in order to be eligible to receive financial assistance from the FMA Program, OneShoreline must complete and submit Cal OES Form 130, a Designation of Applicant’s Agent Resolution for Non-State Agencies, which is required to be adopted in the form of a governing body resolution; and

WHEREAS, the Cal OES Form 130 will be valid for three years from the last date of approval, which will allow OneShoreline to seek addition federal financial assistance for this project during this three-year period, a copy of which is attached hereto and incorporated in full by this reference.

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

1. The above recitals are true and correct.
2. OneShoreline accepts \$900,000 of awarded FMA grant funds and agrees to provide the \$605,000 local match required.
3. The OneShoreline Board adopts the resolution approving Designation of Applicant’s Agents Resolution for Non-State Agencies, in the form attached hereto.
4. The OneShoreline Board authorizes OneShoreline Chief Executive Officer, or their designee(s), to submit the Designation of Applicant’s Agents for Non-State Agencies, and take other actions necessary in furtherance of this resolution, including submitting any documents required to obtain and manage grant funding from FEMA.

PASSED AND ADOPTED this 28th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

Clerk of the Board of Directors

Chair of the Board of Directors



DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Directors OF THE San Mateo County Flood and Sea Level Rise Resiliency District
 (Governing Body) (Name of Applicant)

THAT Chief Executive Officer, OR
 (Title of Authorized Agent)
Director of Project Management, OR
 (Title of Authorized Agent)
Project Manager
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the San Mateo County Flood and Sea Level Rise Resiliency District
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the San Mateo County Flood and Sea Level Rise Resiliency District, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 28 day of October, 2024

Dave Pine, Chair

(Name and Title of Governing Body Representative)

Debbie Ruddock, Vice Chair

(Name and Title of Governing Body Representative)

Donna Colson, Board Director

(Name and Title of Governing Body Representative)

Adam Rak, Board Director

Lisa Gauthier, Board Director

Marie Chuang, Board Director

CERTIFICATION

I, **Sukhmani Purewal**, duly appointed and **Interim Board Clerk** of
 (Name) (Title)

San Mateo County Flood and Sea Level Rise Resiliency District, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the **Board of Directors**
 (Governing Body)

of the **San Mateo County Flood and Sea Level Rise Resiliency District** on the 28 day of October, 2024.
 (Name of Applicant)

 (Signature)

Interim Board Clerk
 (Title)

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

Date: October 28, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Receive an update on the Millbrae and Burlingame Shoreline Resilience Project (MBSRP) and discuss refined project alternatives

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) Board of Directors (Board) receive an update on, and discuss the refined alternatives for, the Millbrae and Burlingame Shoreline Resilience Project (MBSRP).

Background and Discussion

The [Millbrae and Burlingame Shoreline Resilience Project \(MBSRP\)](#) is a key project for OneShoreline and the Bay shoreline of the county. It will provide long-term resilience for developed, natural, and public access areas against sea level rise and extreme storms and leverage the resilience activities of neighbors to the north (SFO) and south (City of San Mateo). The MBSRP has three main project objectives:

- **Protect areas along the Bay shoreline and nearby creeks and lagoons** against sea level rise and extreme storms.
- **Enhance public access and recreation** along the Bay shoreline today and in the future.
- **Enable healthy and sustainable ecosystems** proximate to the Bay shoreline by developing softer and shallower slopes that could facilitate the establishment of native habitats.

Since the MBSRP is OneShoreline's first regional sea level rise project, it provides the opportunity to innovate and incorporate a more holistic approach to flood protection that can serve as a model for the many areas with similar challenges. The opportunity and need for innovation are particularly acute in the MBSRP project area, as there are multiple constraints that affect feasible options for design, including:

- **Heavily Urbanized Shoreline Area:** Existing and recently permitted developments along shoreline in the project area significantly limit the space available for the project.
- **Creeks and Lagoons:** Four creeks and two lagoons drain to this shoreline area, requiring any project alternative to simultaneously meet two conflicting objectives to prevent flooding: 1) keep high Bay water levels from travelling up these waterbodies and 2) allow drainage to be uninhibited.
- **FEMA Accreditation:** The project must meet requirements to be accredited by FEMA so that areas on the landward side of the infrastructure are fully protected and are not required to purchase flood insurance, and therefore must incorporate infrastructure approved by the federal government.
- **Flying Birds:** The project should not increase the risk of attracting high-flying birds, which pose a safety hazard to aircraft taking off or landing at SFO.

In October 2023, OneShoreline initiated the CEQA process by releasing a Notice of Preparation of an EIR with two types of proposed project elements, onshore protection and protection far offshore to modulate Bay water levels and create space for creek flows to safely drain. Since the NOP comment period closed on November 30, 2023, OneShoreline has extensively reviewed the NOP comments with its consultant team, stakeholders, and permitting agencies. As a result of these discussions, OneShoreline does not plan to include an alternative for a barrier far offshore, but instead explore additional project alternatives consisting of features directly along the shoreline that allow us to meet the three project objectives listed above.

To do this, OneShoreline engaged an outreach consultant (Civic Edge Consulting) that co-developed the MBSRP Outreach and Engagement Plan that was presented to the Board at its August 26, 2024 meeting and which we are currently implementing.

Starting in September, OneShoreline began soliciting feedback on updated draft project alternatives and draft criteria related to the objectives and constraints listed on the previous page from staff at the two cities, environmental regulatory permitting agencies, technical experts, and landowners. Now, OneShoreline is beginning to solicit input from the broader public, starting with this presentation to the Board.

At this Board meeting, OneShoreline will provide a presentation covering three key updates:

1. Where we have been and where we are now
2. Overview of three updated draft alternatives for feedback and discussion
3. Overview of updated draft criteria to compare the alternatives and inform the process to ultimately select a preferred alternative

OneShoreline does not have a preferred alternative at this time. Feedback collected this fall will directly inform changes to these draft alternatives and the process to ultimately identify a preferred alternative. This process includes completing the required Clean Water Act Section 404(b)(1) Alternatives Analysis to determine the Clean Water Act required Least Environmentally Damaging Practicable Alternative (LEDPA) before beginning the EIR rather than beginning the typical process of conducting the LEDPA analysis after submitting permit applications.

Impact on OneShoreline Resources

There is no impact on OneShoreline resources to receive this update.

Attachments

None

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

Date: October 28, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer (CEO)
Subject: Authorize the CEO to execute a Memorandum of Understanding with the City of Burlingame for \$300,000 in funding for the Millbrae and Burlingame Shoreline Resilience Project from FEMA's Building Resilient Infrastructure and Communities Grant Program

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District ("OneShoreline") Board of Directors ("Board") authorize the CEO to execute a Memorandum of Understanding ("MOU") with the City of Burlingame ("Burlingame") for \$300,000 in funding for the Millbrae and Burlingame Shoreline Resilience Project ("MBSRP") from the FY20 Building Resilient Infrastructure and Communities ("BRIC") Grant Program Administered by the Federal Emergency Management Agency ("FEMA").

Background and Discussion

In December 2020, the City of Burlingame with support from OneShoreline submitted a subapplication to the California Governor's Office of Emergency Services ("Cal OES") for grant funding from FEMA's BRIC program. The subapplication was titled "BRIC 2020 Burlingame Shoreline Protection Project Scoping with Millbrae and SFO Airport" and proposed to complete the project scoping activities required to construct infrastructure in the Millbrae and Burlingame shoreline area to achieve coastal flood protection. The project is now known as the Millbrae and Burlingame Shoreline Resilience Project ("MBSRP").

On April 23, 2024, Burlingame received notice that FEMA had approved BRIC funding in the amount of \$300,000, including \$276,250 for project expenses and \$23,750 for management expenses. These funds require a \$200,000 local match, which OneShoreline will provide in-kind from the \$4,000,000 we committed to the project in January 2022.

This MOU is entered into pursuant to the grant requirements of Cal OES and FEMA to clearly outline the respective BRIC grant related roles and responsibilities for Burlingame and OneShoreline so that OneShoreline may request reimbursement for activities carried out by its consultant team. The MOU states that OneShoreline shall implement the Project Scope of Work, as set forth in Exhibit A of the MOU, and prepare all grant reporting and materials required under the BRIC Grant Administration Procedures, as set forth in Exhibit B of the MOU. This includes ensuring that all contract and procurement transactions for the MBSRP comply with federal grant requirements (outlined in Section 7A of the Draft MOU). As a result, OneShoreline will also amend its Master Service Agreement (MSA) with Schaaf & Wheeler – the consultant implementing Project tasks that are reimbursable under this grant – to incorporate these requirements. Additionally, the MOU states that Burlingame, as the grantee, shall review, approve, and submit to Cal OES all grant reporting and materials prepared by OneShoreline, and reimburse OneShoreline.

If the Board authorizes the CEO to execute the MOU with the City of Burlingame, OneShoreline will be able to begin requesting reimbursement from the BRIC grant for expenditures incurred during October, November, and December of 2024.

Impact on OneShoreline Resources

The \$300,000 from this FEMA BRIC grant awarded to Burlingame, along with \$4 million of the State Coastal Conservancy grant, will fund this project, including OneShoreline consultant costs and staff time.

Attachment

Draft Memorandum of Understanding Between the San Mateo County Flood and Sea Level Rise Resiliency District and the City of Burlingame for Burlingame Shoreline Protection Project Scoping Funded by the FY20 Building Resilient Infrastructure and Communities Grant Program

**DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND THE CITY OF BURLINGAME FOR
THE BURLINGAME SHORELINE PROTECTION PROJECT SCOPING FUNDED BY THE
FY20 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“District”), and the City of Burlingame (“City”) (together, the “Parties” or singularly as “Party”), effective October 1, 2024 (“Effective Date”).

Recitals

Whereas, on December 3, 2020, the City, with staff support from the District, submitted a subapplication to California Governor’s Office of Emergency Services (“Cal OES”) for grant funding from the Building Resilient Infrastructure and Communities (“BRIC”) Program administered by the Federal Emergency Management Agency (“FEMA”) (“BRIC Grant”).

Whereas, the subapplication for the BRIC Grant was titled “BRIC 2020 Burlingame Shoreline Protection Project Scoping with Millbrae and SFO Airport” and proposed to complete the project scoping activities required to construct infrastructure in the Millbrae and Burlingame shoreline area to achieve coastal flood protection from the FEMA 100-year event with approximately six (6) feet of sea level rise, which activities are set forth in **Exhibit A** (“Scope of Work”) attached hereto and incorporated by this reference, and include project management, data collection and conceptual design, stakeholder and community outreach, feasibility-level alternatives analysis, and subapplication development (the “BRIC Project”).

Whereas, on April 23, 2024, the City received a Notification of Subapplication Approval, stating that FEMA had approved the subapplication for the BRIC Project in the amount of \$276,250 for project expenditures and \$23,750 in funding for subrecipient management expenditures, totaling \$300,000 of BRIC Grant funds, with a required \$200,000 local match.

Whereas, the BRIC Grant award has a Period of Performance (POP) of 36 months, starting on the date of the recipient’s federal award, April 23, 2024, and the Parties may coordinate with Cal OES to submit a request for a longer POP for FEMA review and approval; and

Whereas, the Notification of Subapplication Approval includes BRIC Grant Administration Procedures, a copy of which is attached hereto as **Exhibit B** and incorporated by this reference.

Whereas, in 2021, the District received a State budget allocation in the amount of \$8,000,000 administered by the State Coastal Conservancy, \$4,000,000 of which will be applied toward the District’s Millbrae and Burlingame Shoreline Resilience Project, which includes planning, design, and environmental review of a sea level rise and flood resilience project in the same Millbrae and Burlingame shoreline area as that covered by the BRIC Project.

Whereas, Cal OES and FEMA have approved the District’s request to satisfy the \$200,000 local match required for the BRIC Grant through in-kind services performed by the District in relation to the Millbrae and Burlingame Shoreline Resilience Project.

Whereas, this MOU is entered into pursuant to grant requirements of Cal OES and FEMA to clearly outline the Parties’ respective roles and responsibilities under the BRIC Grant.

NOW, THEREFORE, THE PARTIES TO THIS MOU AGREE AS FOLLOWS:

1. **Term.** This MOU is effective upon the Effective Date and shall remain in full force and effect until the Scope of Work is completed and accepted by FEMA ("Term"), unless either Party properly withdraws before such date as set forth below in Paragraph 3 (Withdrawal).
2. **Roles and Responsibilities of Parties.**
 - A. The District shall, in coordination with the City, implement the Project Scope of Work, as set forth in Exhibit A, and prepare all reporting, materials for any Scope of Work change request(s), materials for any performance period extension request(s), and closeout package materials required under the BRIC Grant Administration Procedures, as set forth in Exhibit B. If the District desires an appeal of any determination made by FEMA, the District shall prepare all such materials required under the BRIC Grant Administration Procedures.
 - B. The City shall, in coordination with the District, review, approve, and submit to Cal OES all reporting, closeout package materials, administrative documents, as well as any Scope of Work change request(s), performance period extension request(s), and appeal materials prepared by the District, and any other documents or materials required and/or as reasonably requested for submission by the District for the District's successful reimbursement under the BRIC Grant Administration Procedures, as set forth in Exhibit B.
3. **Withdrawal.** Any Party may withdraw from this MOU, with or without cause, at any time during the Term upon 30 days written notice to the other Party.
4. **Subaward**
 - A. The District understand that the funds provided by the BRIC Grant are a subaward of federal funds. This means that if the District expends more than \$750,000 in Federal awards during the fiscal year, the District agrees to submit to audit under the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F, and the requirements of the Office of Management and Budget OMB Circular A-133. This is not a research and development award.
 - B. The District agrees, upon request by City, to promptly (i) identify in writing any other federal awards/subawards it has received within the past three years and amounts thereof; (ii) provide copies of any audit reports, including Single Audit reports, within the past three years; (iii) identify its current management personnel and systems; and (iv) identify any approved federally recognized indirect cost rate negotiated with the Federal Government. Unless an approved federally recognized indirect cost rate applies, the *de minimis* indirect cost rate shall apply to the subaward.
 - C. The Parties agree to cooperate and assist each other with effective subrecipient monitoring to ensure compliance with all terms and conditions of the BRIC Grant and its reporting, monitoring, and recordkeeping requirements, including, without limitation, by making themselves available for and cooperating with audits and on-site reviews and timely completing applicable close-out requirements.
5. **Retention of Records; Right to Monitor and Audit.**
 - A. The Parties each agree to maintain records and financial documents for five (5) years after termination of this MOU and agree to cooperate with each other to provide or make available such records to any authorized Federal, State, or local oversight body.
 - B. The Parties agree to comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies, including, without limitation, those set forth in the BRIC Grant Administration Procedures.

- C. Each Party agrees, upon reasonable notice, to provide the other Party, any Federal or State department having monitoring or review authority, and/or 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 MOU, and to evaluate the quality, appropriateness, and timeliness of services performed.
- D. In compliance with the Disaster Recovery Act of 2018, the Parties acknowledge and agree that no language in this MOU is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- E. The Parties agree to cooperate with each other to ensure compliance with FEMA and its implementing rules, regulations, reporting, and recordkeeping requirements.

6. Suspension and Debarment

- A. This MOU is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Parties are required to verify that none of their principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. The Parties agree to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, throughout the term of this MOU and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification by each Party is a material representation of fact relied upon by the other Party. If it is later determined that the a Party did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7. Procurement

- A. **Procurement/Competitive Bids Process.** All contract/procurement transactions for the Project must be carried out in a manner consistent with financial administrative requirements found in Title 2 of the Code of Federal Regulations (2CFR) Part 200.
- B. **Procurement of Recovered Materials.** In the performance of this MOU, the Parties shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency (“EPA”)-designated items unless the product cannot be acquired. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Parties also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Clean Air Act and Water Pollution Act Compliance

- A. The Parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.* and the Federal Water Pollution Act, as amended 33 U.S.C. 1251, *et seq.*
- B. Each Party agrees to report each violation of the Clean Air Act and/or Federal Water Pollution Act to the other Party, which Party will, in turn, report each such violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Compliance with the Contract Work Hours and Safety Standards Act**

- A. Overtime requirements.** No contractor or subcontractor contracting for any part of the work covered by this MOU which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of Section 10.A set forth above the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 9.A, above.
- C. Withholding for unpaid wages and liquidated damages.** Either Party shall, upon their own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above in Section 9.B.
- D. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 9.A-D and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 9.A-D.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**. Contractors who apply or bid for an award of \$100,000 or more shall file with the District the required certification (see below). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The required certification shall state the following (see 44 C.F.R. Appendix A to Part 18):

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

11. General Provisions.

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

its appointed or elected officials, officers, employees, or agents, under or in connection, with any work, authority, or jurisdiction delegated to such other Party under this MOU.

- B. Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments, which are mutually agreed upon by and between the Parties, shall be incorporated by written instrument, and effective when executed and signed by all Parties.
- C. Severability.** If any provision of this MOU is held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
- D. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU, with venue in San Mateo County.
- E. Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (a) transmitted via email to the email address listed below; and (b) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of District, to:

Name/Title:	Chief Executive Officer or Authorized Representative
Address:	1700 South El Camino Real, Suite 502, San Mateo, CA 94402
Telephone:	650-844-8310
Email:	info@OneShoreline.org

In the case of City, to:

Name/Title:	City Manager, Finance Director, Financial Services Manager, or Authorized Representative
Address:	501 Primrose Road, Burlingame, CA 94010
Telephone:	650-558-7200
Email:	lgoldman@burlingame.org

- F. Entirety of Agreement.** This MOU, including Exhibit A, represents the entire and complete agreement among the Parties with respect to the subject matter hereof and supersedes any prior negotiations, representations and agreements, whether written or oral.
- G. Conflict of Interest.** Each Party shall avoid all conflicts of interest in the performance of this MOU and shall immediately notify the other Party should a conflict of interest arise that would prohibit or impair its ability to perform under this MOU.
- H. Disputes.** The Parties agree that, with regard to all disputes or disagreements arising under this MOU that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally among the Parties.
- I. Non-Discrimination.** The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age,

gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.

J. Counterparts. This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

K. Electronic Signatures. Electronic signatures may be used in place of original signatures on this MOU. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Party will rely on the facsimile or electronic signatures, and hereby waives any defenses to the enforcement of the terms of this MOU based on the use of a facsimile or electronic signature.

12. Signatures. In witness whereof, the Parties, through their respective duly-authorized representatives, have executed this MOU on the dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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 City:

City Authorized Representative Name (Print) Date

For District:

Len Materman Date
Chief Executive Officer

Exhibit A. Scope of Work Submitted in BRIC Grant Subapplication

Scope of Work: BRIC 2020 Burlingame Shoreline Protection Project Scoping with Millbrae and SFO Airport

Generally, the major tasks of this project scoping effort include:

- Identify and close the key data gaps necessary to begin engineering design, environmental clearances and construction;
- Develop conceptual alignment and design for project alternatives;
- Coordinate with public stakeholders and private partners to develop a plan for utilization of lands necessary for project construction;
- Create visuals to help stakeholders understand the project scope and to communicate the project's benefits and impacts;
- Refine and analyze alternatives, including cost estimates, and select preferred alternative; and
- Complete all steps necessary to begin a future FEMA BRIC mitigation project subapplication, including a benefit-cost analysis.

These activities define the scope as follows:

Task 1.0 – Project Management

Project management, coordination, meetings, and progress reporting will be required throughout the project timeline, including developing any materials needed for quarterly technical advisory committee (TAC) and project management team (PMT) meetings.

Task 2.0 — Data Collection and Conceptual Design

To complete the necessary tasks required to begin engineering design, environmental clearances and construction, several key gaps in data must be closed and a conceptual design must be developed. Efforts to collect needed data include:

- *Elevation Survey:* Comprehensive elevation surveys of existing flood protection facilities (e.g. canal berms and shoreline levees) and the surrounding marshland to fully understand the landscape and its vulnerabilities will be completed.
- *Land Survey:* A land survey to verify property ownership and boundaries in relation to the shoreline and creek reaches of interest will be completed.
- *Hydrologic and Hydraulic Studies:* Recent hydrologic and hydraulic studies of shoreline and creeks in the study area have focused on the impacts of water from the Bay and not the combination of Bay and fluvial events. Further hydrologic and hydraulic studies will be developed to incorporate fluvial and combined flooding effects into the current understanding of flood risk. These local studies will directly build upon an ongoing countywide assessment of combined flooding risk currently led by the San Mateo County Office of Sustainability. The shoreline regions of Burlingame and Millbrae will be one of the first pilot watersheds for the HEC-RAS 2-D modelling and the inundation extents resulting from the analysis will prioritize sites for further hydraulic review.
- *Geotechnical Data:* Geotechnical information along the Bay and creek channels, including the Highline and El Portal Canal embankments, must be verified to analyze

constructability and inform the design of infrastructure.

- *Data on Listed Species:* Data will be collected on the specific listed species that may be impacted by the construction, siting, or operation of proposed facilities.
- *Condition Assessment of the Highline Canal Tide Gate:* The Highline Canal Tide Gate appears to be a significant low point in elevation that is particularly vulnerable to shoreline flooding. An assessment of these tide gates would need to be conducted in order to determine the costs needed to raise these gates for future conditions.

After addressing these data gaps, the project team will have the foundational information needed to develop a conceptual alignment and design for project alternatives.

Task 3.0 — Stakeholder and Community Outreach

Throughout the project scoping process, elected officials and staff of the cities and San Mateo County Flood and Sea Level Rise Resiliency District will coordinate with public agencies, private landowners, businesses, and community lifeline asset owners to develop a plan to utilize the lands necessary for the project, and, as much as possible, integrate features of proposed alternatives into the development of properties.

As part of this outreach effort, visuals will be developed to help stakeholders (residents, businesses, landowners, environmental regulatory agencies) understand the project and to communicate the project's benefits and impacts. Community workshops will also be hosted to share key project information and solicit feedback.

Task 4.0 — Feasibility-Level Alternatives Analysis and Cost Estimate

The project team will leverage the improved body of information collected in Task 2 and the early input from outreach conducted in Task 3 to refine and analyze alternatives, including developing cost estimates, in order to select a preferred alternative that incorporates recreational amenities and nature-based solutions where possible.

Task 5.0 — Subapplication and BCA Development

Key submission requirements for a future FEMA BRIC mitigation project subapplication will be completed, including a benefit-cost analysis (BCA), a work schedule with Go/No-Go milestones, information needed to comply with the National Environmental Policy Act (NEPA), property acquisition documentation, and any other required materials.

Supplemental Task — Subapplication Grant Management

Grant administration support is needed to prepare regular invoices for submittal to the grant agency, as well as to conduct grant close-out activities.

Exhibit B. BRIC Grant Administration Procedures

HAZARD MITIGATION ASSISTANCE NOTIFICATION TO SUBRECIPIENT GRANT ADMINISTRATION PROCEDURES

1. PROCUREMENT/COMPETITIVE BIDS PROCESS

All contract/procurement transactions must be carried out in a manner consistent with financial administrative requirements found in Title 2 of the Code of Federal Regulations (2 CFR) Part 200.

2. ALLOWABLE COSTS AND REIMBURSEMENTS

Once the Federal Emergency Management Agency (FEMA) approves a total eligible activity cost and obligates funding, California Governor's Office of Emergency Services (Cal OES) can process reimbursement requests for eligible activities. Payments are made on a reimbursement basis and funds will be disbursed for activities that are consistent with the approved scope of work. Activity expenditures will be reimbursed according to the Federal Share/Non-Federal Share percentage specified in the FEMA obligation letter. Additionally, Cal OES will withhold retention of 10% from each reimbursement request. The retention amount will be released to the subrecipient upon completion of the closeout process.

Reimbursement requests must be submitted to Cal OES on a Hazard Mitigation Reimbursement Request Form. The form must be signed by the subrecipient's Designated Authorized Agent. Reimbursement Request Forms can be emailed to: HMGraintsPayments@CalOES.ca.gov.

Alternatively, Reimbursement Request Forms can be mailed to:

California Governor's Office of Emergency Services
Attn: Recovery/Hazard Mitigation Grants Processing Unit
3650 Schriever Avenue
Mather, California 95655

Should the subrecipient be able to complete this work for less than the maximum allowable costs, the subrecipient will be reimbursed at 75% of the actual costs. Any remaining funds will be deobligated. If activity costs exceed the maximum allowable costs, the subrecipient will be reimbursed at 75% of the FEMA approved activity cost.

3. COST OVERRUNS (HMGP Only)

Cost over-runs can be considered if available funding exists in the declared disaster. Non-construction subaward adjustments of more than 10 % in any direct cost categories, where the awarding Agency's share exceeds \$100,000, require a revision request. All construction cost adjustments that lead to the need for additional funds, and any changes to access contingency funds and re-budget to another direct cost category, require a revision request.

Potential cost over-runs should be explained by the subrecipient in the quarterly progress reports and may be verified by activity inspection. All cost over-runs must be requested

before expenditure of costs in excess of the total approved activity costs, and the request must be signed by the subrecipient's Designated Authorized Agent. All cost over-runs must be justified by the subrecipient and supported by a benefit cost analysis (BCA) prepared using the FEMA BCA Toolkit, if BCA is applicable to the project type. Unjustified over-runs will be denied by Cal OES.

Consult your Cal OES Grants Specialist when a potential cost overrun is identified. There is no guarantee that HMGP funds will be available to cover cost over-runs.

4. SCOPE OF WORK CHANGES

Any requests for changes to the approved scope of work must be consistent with program guidance and regulations, be signed by the subrecipient's Designated Authorized Agent, and submitted to a Cal OES Grants Specialist. Pre-approval is required before the start of any activity not included in the approved scope of work. Costs associated with any activity that is not included in the approved scope of work are not eligible for reimbursement.

5. QUARTERLY REPORT PROCEDURES

Subrecipients are required to submit progress reports to Cal OES on a quarterly basis until the end of the approved performance period

The first Quarterly Report is due to Cal OES within 15 days of the end of the first quarter following the initial award. Quarterly Reports will thereafter be numbered consecutively by quarter and year (e.g. a 24 month project is required to submit 8 quarterly reports.) The following is the schedule for the Quarterly Reports:

First Reporting Period:	January 1 - March 31	Report due by April 15
Second Reporting Period:	April 1 - June 30	Report due by July 15
Third Reporting Period:	July 1 - September 30	Report due by October 15
Fourth Reporting Period:	October 1 - December 31	Report due by January 15

Quarterly Reports shall include, at a minimum:

- A. The status and completion date for the activity funded, including any problem or circumstances affecting the completion date, scope of work, or costs which are expected to result in noncompliance with the approved grant subaward conditions.
- B. A description of milestones completed in accordance with the work schedule provided by the subrecipient. The milestones declared in the subrecipient's work schedule will be applied as a standard of the activity's progress.

The State Hazard Mitigation Officer and HMA staff will review the reports and forward a report to the FEMA Regional Administrator on the status of each grant subaward.

Cal OES may suspend reimbursements to subrecipients who are not current in the submission of quarterly progress reports. Reimbursement requests received for suspended grant subawards will be returned to the subrecipient. Completed Quarterly Reports should be emailed to the Cal OES Grant Specialist.

Alternatively, Quarterly Reports must be sent to:

California Governor's Office of Emergency Services
Attn: Hazard Mitigation Assistance Branch
3650 Schriever Avenue
Mather, California 95655

6. SITE VISITS

Cal OES reserves the right to inspect all activities and review documentation for compliance. If site visits or documentation reveal problems in project performance, Cal OES shall require the subrecipient to correct the deficiencies before close-out.

7. PERFORMANCE PERIOD EXTENSIONS

All performance period extension requests must include the dates and circumstances of all previous extensions on this activity, a detailed explanation for the delay, and a revised activity work schedule. All performance period extension requests must be submitted to Cal OES and signed by the subrecipient's Designated Authorized Agent. Any costs incurred outside of an approved performance period will not be considered eligible.

Extensions to the original performance period of up to twelve months may be granted by Cal OES upon written request from the subrecipient. If an extension is needed, a request must be submitted to Cal OES no less than 90 days prior to the end of the current approved performance period. Time extension requests received by Cal OES less than 90 days prior to the end of the current approved performance period may not be considered.

Extension requests must include:

- Verification that progress has been made as described in quarterly reports
- Reason(s) for delay
- Current status of the activity/activities
- Current POP termination date and new projected completion date
- Remaining available funds, both Federal and non-Federal
- Budget outlining how remaining Federal and non-Federal funds will be expended
- Plan for completion, including updated schedule

Cal OES will notify the subrecipient of FEMA's determination.

8. ADMINISTRATIVE DOCUMENTS

The administrative documents included with this package must be completed, signed by an authorized representative of the subrecipient and received by Cal OES before any payments can be processed. These forms include:

- Applicant Agent Resolution (Cal OES 130),
- Project Assurances (Cal OES 89),
- 2-101 Grant Subaward Face Sheet (PDM/FMA Only)
- 2-101a Supplemental Grant Subaward Information (HMGP Only)
- Federal Funding Accountability and Transparency Act – FFATA
- SAM Number verification
- STD 204 Payee Data Record (for PNPs only)

Completed forms can be emailed to: HMGrantsPayments@CalOES.ca.gov

Alternatively, completed forms can be mailed to:

California Governor's Office of Emergency Services
Attn: Recovery/Hazard Mitigation Grants Processing Unit
3650 Schriever Avenue
Mather, California 95655

9. CLOSEOUT

Subrecipients must submit Closeout Packages to Cal OES a minimum of 30 days prior to the Period of Performance (POP) completion date of the subaward. All activity costs are subject to audit; therefore, retention of adequate documentation is required to verify the scope of work and the activity costs. All activity documentation must be retained by the subrecipient for three years from the date of the audit waiver letter, which is the closeout notification for the subrecipient. The documentation required is dependent on the type of activity. The package must include at least the following:

- Final Claim form
- Accomplishments and results report
- Budget summary
- Inspection Report (projects only)
- Planned Maintenance Activities Statement
- Project Photographs/Materials (projects only)
- Resolution of Adoption (plans only)

10. AUDITS

Cal OES may request an audit of any funds disbursed to a subrecipient at any time. Each subrecipient is required to provide reasonable and timely access to all records. Subrecipients who expend combined federal awards above \$750,000 must submit audit reports consistent with the requirements of the Office of Management and Budget OMB Circular A-133. Such audits of subrecipients will be conducted in accordance with the requirements of the Single Audit Act.

11. MONITORING

To ensure compliance with applicable Federal and State laws and regulations, subrecipient activities shall be monitored. Any finding(s) and program deficiencies shall be resolved through viable corrective action plans. Monitoring is comprised of desk and field reviews, of specific subrecipient records, including supporting financial documentation.

12. APPEALS (HMGP Only)

Subrecipients may appeal any determination made by FEMA by submitting justification in writing to Cal OES within 60 days of the receipt of FEMA's determination, including the monetary figure in dispute, provisions in Federal law, regulation, or policy that support their position.

Cal OES will review the appeal material submitted, make any additional investigations necessary, and forward the appeal with a written recommendation to the FEMA Regional Administrator within 60 days.

The FEMA Regional Administrator will notify Cal OES of the disposition of the subrecipient's appeal, or need for additional information, within 90 days following receipt of all related information.

If the Regional Administrator denies the appeal, the subrecipient may submit a second appeal to Cal OES. Cal OES will review the second appeal and may forward it with a written recommendation to the FEMA Deputy Associate Administrator through the FEMA Regional Administrator. Second appeals shall be submitted no later than 60 days after receipt of notice of the Regional Administrator's denial of the first appeal. In cases involving appeals of a highly technical nature, the Deputy Associate Administrator may refer the appeal to an independent scientific or technical body for review. The Deputy Associate Administrator shall render a determination on the appeal within 90 days following receipt of all related information. The second appeal's determination is final.

See Part 44 of the Code of Federal Regulations (44 CFR) Section 206.440.

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

Date: October 28, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer (“CEO”)
Subject: Authorize the CEO to execute Amendment 1 to Task Order 1 under the Master Services Agreement with Schaaf & Wheeler Consulting Civil Engineers to complete data collection, 30% design, and a Draft Environmental Impact Report for the Millbrae and Burlingame Shoreline Resilience Project (“MBSRP”)

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment 1 to Task Order 1 to the Master Service Agreement (“MSA”) with Schaaf & Wheeler Consulting Civil Engineers (“S&W”) for planning, design, and environmental review of the MBSRP.

Background and Discussion

In March 2022, the OneShoreline Board authorized the CEO to execute an MSA, which utilizes subsequent Task Orders as the contractual vehicle for S&W to provide services on the MBSRP. No work under the MSA shall commence or be billable to OneShoreline without prior written authorization by way of a Task Order executed by the CEO, as authorized by the Board.

Also in March 2022, the OneShoreline Board authorized the CEO to execute Task Order 1 to the MSA, which includes all work needed to complete 30% design and the CEQA Draft Environmental Impact Report (“EIR”) for a not-to-exceed amount of \$3,665,000. At this time, OneShoreline staff and S&W have identified a need to amend Task Order 1 to accomplish the following:

- 1) Adjust the scope to add habitat plans as a Task Order 1 deliverable. In the process of developing its updated draft alternatives, S&W and OneShoreline staff identified the need for further support from a S&W subcontractors, Rincon Consultants, to provide technical design support on biological resources avoidance, minimization, and/or enhancement as the draft alternatives are developed, the preferred alternative is selected, and 30% design is completed. Support includes providing expertise on habitat features and locations (e.g. rocky intertidal habitat, living shorelines including nearshore reefs, planted shorelines and uplands, pocket beaches), airport preliminary wildlife hazard assessment, and fish passage and exclusion at hydraulic gates and pumping facilities.
- 2) Adjust the scope to add on-call support. To provide contingency in the event of unanticipated minor needs, OneShoreline seeks to add a new optional task, so S&W and its team can provide can support OneShoreline on additional tasks related to completing data collection, 30% design, and a Draft EIR as needed. The optional services in this task must be authorized by OneShoreline’s representative in writing prior to the commencement of work.
- 3) Increase the not-to-exceed amount by \$100,000. To account for these two scope adjustments, OneShoreline staff recommend establishing a budget for Rincon’s design support in the amount of \$50,000 for habitat plans and establishing a budget of \$50,000 for optional on-call support. This additional budget results in an updated Task Order 1 not-to-exceed amount of \$3,765,000.

The CEO will continue to provide updates to the Board on Project work completed under this Task Order, and will return to the OneShoreline Board for authorization to execute subsequent Task Orders.

Impact on OneShoreline Resources

The updated Task Order 1 not-to-exceed amount of \$3,765,000, plus the not-to-exceed amounts for Task Order 2 to determine the Least Environmentally Damaging Practicable Alternative (\$150,000) and for the Civic Edge Consulting contract that is the subject of Agenda Item 4F (\$159,070), – remains below the \$4.3 million allocated for the Project from its two current funding sources: \$4 million from the State Coastal Conservancy grant and \$300,000 from the FEMA BRIC grant that is the subject of Agenda Item 4D.

In addition to costs associated with Project consultants, the Project has and will continue to demand substantial OneShoreline staff time. The financial costs associated with consultant support and OneShoreline staff time are accounted for in the approved FY 2024-25 Budget.

Attachment

Draft Amendment No. 1 to Task Order No. 1 to the Master Service Agreement for the Millbrae and Burlingame Shoreline Resilience Project

**DRAFT AMENDMENT NO. 1
TO TASK ORDER NO. 1
TO THE MASTER SERVICE AGREEMENT FOR THE
MILLBRAE AND BURLINGAME SHORELINE RESILIENCE PROJECT**

This Amendment to Task Order No. 1 is entered into effective October 29, 2024, by and between the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) and Schaaf & Wheeler Consulting Civil Engineers (“Contractor”):

Amend Scope of Contract. Exhibit A of the Agreement (Scope of Services) is amended to read as follows:

Under Task 3, “Table 1: Design and Construction Document Submittals” on page 16 is replaced entirely with the following to add “Habitat Plans” submittals at 30% PS&E, 60% PS&E, 90% PS&E, and “Final PS&E”:

Table 1: Design and Construction Document Submittals

Sheet Type	30% PS&E (Task 3.1)	60% PS&E	90% PS&E	Final PS&E
Cover Sheet	•	•	•	•
Drawing List	•	•	•	•
Sheet Index	•	•	•	•
Notes, Abbreviations, and Legend	•	•	•	•
Site Access and Haul Routes	•	•	•	•
Pre-Approved Storage and Stockpile Areas	•	•	•	•
Traffic Detour Plans	•	•	•	•
Survey Control Layout and Rights of Way		•	•	•
Demolition and Utility Relocations		•	•	•
Grading Plans		•	•	•
Habitat Plans	•	•	•	•
Sheet Pile Installation Plans	•	•	•	•
Floodwall Plans and Profiles	•	•	•	•
Shoreline and Trail Access Plans	•	•	•	•
Construction Details			•	•
Paving and Striping			•	•
Typical Cross Sections	•	•	•	•
Cross Sections		•	•	•
Structural Plans		•	•	•
Structural Details			•	•
Architectural Plans			•	•
Architectural Details			•	•
Landscaping and Irrigation		•	•	•
Site Furnishings		•	•	•
Wayfinding and Interpretive Elements			•	•
Electrical Plans		•	•	•
Electrical Details			•	•
Corrosion Protection Plans and Details			•	•

On page 19, a new optional task is added, which is stated as follows:

“Task 5: On-Call Design Support (Optional)

Upon mutual agreement between Contractor and District, Contractor can optionally support the District to implement additional tasks related to completing data collection, 30% design, and a Draft Environmental Impact Report for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project as needed. The optional services in this task must be authorized by the District’s representative in writing prior to the commencement of work.”

Increase Payment Not to Exceed Amount. Section 3 of the Agreement entitled “Payments” is amended to read as follows:

“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 three million seven hundred sixty-five thousand dollars (\$3,765,000). 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.”

Exhibit B of the Agreement (Payments and Rates) is amended to read as follows:

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

Under no circumstances shall the amount paid by District to Contractor exceed \$3,765,000. 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.”

Millbrae and Burlingame Shoreline Area Protection and Enhancement Project Fee Schedule
Task Order Number 1

Task	Task Name	Charles D. Anderson, PE - Project Manager/PIC	Benjamin L. Shick, PE Quality Control	Daniel J. Schaaf, PE - Coastal Analysis and Interior Drainage	Robin J. Lee, PE - Lead Engineer	Erin Slezak, PE - Design Engineer	Victoria O. Belli, PE - Design Engineer	Staff Engineering, Design, and Drafting	Subtotal	Cal Engineering & Geology	Kier & Wright	Rincon Consultants	Huffman Broadway Group	Wood Rodgers	Biggs Cardosa Associates	BFS Landscape Architects	JDH Corrosion Consultants	Tanner Pacific	Subconsultant Subtotal	Total
1.0	Project Management																			
1.1	Prepare Schedule and Work Plan	24	8	4				16	\$ 11,400	\$ 2,880	\$ 5,000	\$ 10,000							\$ 17,880	\$ 29,280
1.2	Prepare Invoices, Progress Reports, and Scheduling Revisions	120						32	\$ 34,800	\$ 10,000	\$ 13,500	\$ 6,000			\$ 6,000		\$ 3,000		\$ 38,500	\$ 73,300
1.3	Prepare for and Attend Project Management Meetings (15 meetings; Rincon more)	54	10	8	8	16	16	32	\$ 30,120	\$ 3,500	\$ 37,000	\$ 20,000			\$ 3,500		\$ 2,000		\$ 66,000	\$ 96,120
1.4	Prepare for and Attend Meetings with Project Partners (5 meetings; Rincon more)	20		4	4			8	\$ 8,060			\$ 7,500							\$ 7,500	\$ 15,560
1.5	Presentation Support at Key Meetings (6 total) (Optional)	24			12			12	\$ 8,580										\$ -	\$ 8,580
		242	18	16	24	16	16	88	\$ 92,960	\$ 16,380	\$ -	\$ 55,500	\$ 43,500	\$ -	\$ -	\$ 9,500	\$ -	\$ 5,000	\$ 129,880	\$ 222,840
2.0	Data Collection																			
2.1	Identify, Gather, and Review Existing Information	40	16	24	80				\$ 37,200										\$ -	\$ 37,200
2.2	Field and Desktop Investigations								\$ -										\$ -	\$ -
2.2.1	Elevation Surveys	8				40			\$ 9,000	\$ 164,000									\$ 164,000	\$ 173,000
2.2.2	Transect Surveys	8			24	4			\$ 7,860	\$ 40,000									\$ 40,000	\$ 47,860
2.2.3	Bridge Scans on Interior Creeks and Channels	8	8				40	120	\$ 29,000	\$ 70,000									\$ 70,000	\$ 99,000
2.2.4	Utility Research	8			40	80	80	160	\$ 62,600										\$ -	\$ 62,600
2.3	Coastal Protection Analyses	24	8	120		20		160	\$ 65,500										\$ -	\$ 65,500
2.4	Hydrologic and Hydraulic Studies								\$ -										\$ -	\$ -
2.4.1	Coordination of Interior Studies	40	8	40	120			120	\$ 65,800										\$ -	\$ 65,800
2.4.2	Identify Tributary Drainage Systems and Watersheds								\$ -				\$ 16,620						\$ 16,620	\$ 16,620
2.4.3	Develop Interior Drainage Criteria								\$ -				\$ 3,860						\$ 3,860	\$ 3,860
2.4.4	Develop Hydrologic and Hydraulic Models of Existing Conditions								\$ -				\$ 124,590						\$ 124,590	\$ 124,590
2.4.5	Analyze Impact of Sea Level Rise for Tidal Lagoon Boundary Conditions								\$ -				\$ 24,265						\$ 24,265	\$ 24,265
2.4.6	Analyze Impact of Sea Level Rise for Interior Improvement Alternatives								\$ -				\$ 54,980						\$ 54,980	\$ 54,980
2.4.7	Optimize Design and Operation of Selected Improvement Alternatives								\$ -				\$ 16,860						\$ 16,860	\$ 16,860
2.5	Geotechnical Data and Subsurface Exploration								\$ -										\$ -	\$ -
2.5.1	Review Existing Geotechnical Data and Fill Subsurface Information Gaps	24	8	16					\$ 12,000	\$ 17,480									\$ 17,480	\$ 29,480
2.5.2	Field Investigations								\$ -	\$ 264,830									\$ 264,830	\$ 264,830
2.5.3	Laboratory Testing	8							\$ 2,000	\$ 37,060									\$ 37,060	\$ 39,060
2.5.4	Geotechnical Analyses and Report	64	8					80	\$ 30,000	\$ 66,560									\$ 66,560	\$ 96,560
2.6	Corrosion Study				4				\$ 860								\$ 37,500		\$ 37,500	\$ 38,360
2.7	Data Gathering for Environmental Documents and Permitting								\$ -										\$ -	\$ -
2.7.1	Biological Resources Assessment	10			20			30	\$ 11,300		\$ 87,151	\$ 115,000							\$ 202,151	\$ 213,451
2.7.2	Cultural and Historic Resources Report	10			20			30	\$ 11,300		\$ 73,320	\$ 3,000							\$ 76,320	\$ 87,620
2.7.3.1	Phase I Hazardous Materials Study	10			20			30	\$ 11,300		\$ 28,925								\$ 28,925	\$ 40,225
2.7.3.2	Phase II Hazardous Materials Study (Optional)	10			20			30	\$ 11,300		\$ 232,440								\$ 232,440	\$ 243,740
2.8	Jurisdictional Wetland Delineation								\$ -										\$ -	\$ -
2.8.1	Jurisdictional Determination Report	40			80			120	\$ 45,200			\$ 36,000							\$ 36,000	\$ 81,200
2.8.2	Verification of USACE Jurisdictional Determination								\$ -			\$ 9,000							\$ 9,000	\$ 9,000
2.8.3	Surveys for Listed Species								\$ -			\$ 15,000							\$ 15,000	\$ 15,000
		312	56	200	428	144	120	880	\$ 412,220	\$ 385,930	\$ 274,000	\$ 421,836	\$ 178,000	\$ 241,175	\$ -	\$ -	\$ 37,500	\$ -	\$ 1,538,441	\$ 1,950,661
3.0	Design Plans, Specifications, and Cost Estimates (PS&E)																			
3.1	30% PS&E	180	60	120	180	360	360	720	\$ 362,700	\$ 10,200	\$ 50,000	\$ 30,000		\$ 99,500	\$ 90,310	\$ 32,500	\$ 117,720		\$ 430,230	\$ 792,930
		180	60	120	180	360	360	720	\$ 362,700	\$ 10,200	\$ -	\$ 50,000	\$ 30,000	\$ -	\$ 99,500	\$ 90,310	\$ 32,500	\$ 117,720	\$ 430,230	\$ 792,930
4.0	Environmental Documentation and Permits																			
4.1	Environmental Scoping								\$ -										\$ -	\$ -
4.1.1	Project Description	40						40	\$ 16,000		\$ 21,230	\$ 8,000							\$ 29,230	\$ 45,230
4.1.2	Initial Study and NOP	24		60	80				\$ 38,200	\$ 5,840	\$ 44,296								\$ 50,136	\$ 88,336
4.1.3	Public Scoping and Development of Alternatives	40				160	160	80	\$ 78,000		\$ 43,610	\$ 8,000					\$ 21,120		\$ 72,730	\$ 150,730
4.1.4	Support Regulatory Outreach during CEQA through ADEIR				16				\$ 3,440		\$ 15,000	\$ 125,000							\$ 140,000	\$ 143,440
4.2	Administrative Draft EIR and MMRP	20			20	40	40	20	\$ 26,300		\$ 208,080	\$ 30,000							\$ 238,080	\$ 264,380
4.3	Draft EIR and NOA	20			10	20	20	10	\$ 15,650		\$ 38,886								\$ 38,886	\$ 54,536
		144	0	60	126	220	220	150	\$ 177,590	\$ 5,840	\$ -	\$ 371,102	\$ 171,000	\$ -	\$ -	\$ -	\$ -	\$ 21,120	\$ 569,062	\$ 746,652
5.0	On-Call Design Support (Optional)																			\$ 50,000
TOTAL		878	134	396	758	740	716	1838	\$ 1,045,470	\$ 418,350	\$ 274,000	\$ 898,438	\$ 422,500	\$ 241,175	\$ 99,500	\$ 99,810	\$ 70,000	\$ 143,840	\$ 2,667,613	\$ 3,763,083

All other terms and conditions of the Agreement shall remain in full force and effect.

For Contractor: Schaaf & Wheeler Consulting Civil Engineers

Charles D. Anderson, President

On behalf of the District:

Len Materman, CEO

**TASK ORDER NO. 1
TO MASTER SERVICE AGREEMENT FOR THE
MILLBRAE AND BURLINGAME SHORELINE AREA
PROTECTION AND ENHANCEMENT PROJECT**

This Task Order No. 1 ("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 ("Consultant") (together, the "Parties") on April 1, 2022.

Recital

A. District and Consultant entered into an agreement entitled Master Service Agreement for the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project ("Project") on April 1, 2022 ("MSA"), by which the Consultant agreed to perform services in accordance with Task Orders issued by District.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

- Exhibit A—Task Order No. 1 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 \$3,665,000.

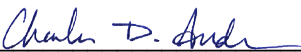
5. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the District.

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: Chief Executive Officer

Title: President

Date: March 29, 2022

Date: 3/28/22

Exhibit A – Task Order No. 1 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.

Task Order No. 1 Scope of Services (or "Scope of Work")

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 the MSA. This subtask includes managing subconsultants, managing the Consultant team, monitoring project budgets and schedules, providing status updates to relevant steering groups, 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 the MSA on significant issues (or potential deviations) related to the project schedule, work plan, or fees.

Task 1.1: Prepare Schedule and Work Plan

Consultant will prepare a draft and final project work plan, including a QA/QC developed using widely accessible scheduling software. Consultant will refine the work plan and schedule based on District comments. Consultant will meet with the District Project Manager to finalize the scope of services, budget and baseline for the project schedule.

Consultant will update the project schedule monthly and e-mail the update to the District Project Manager. Throughout the project, Consultant will coordinate with the District Project Manager and staff on all aspects of the work.

Consultant will develop a master list of project deliverables, in collaboration with the District Project Manager. This list will map out the timing of each deliverable, including submittals, review, finalization, and identify critical paths.

Deliverables

1. Detailed Project Work Plan, Schedule, and Scope in an electronic format approved by District.
2. Master List of Deliverables

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.

Deliverables

1. Monthly invoices, status reports, and project schedule updates.

Task 1.3: Attend Project Management Meetings

Consultant will attend monthly project management meetings with District. Consultant will prepare the meeting agendas and action items in consultation with the District Project Manager. These meetings will be conducted remotely until circumstances allow for in-person meetings at the District office in San Mateo.

Deliverables

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

Task 1.4: Attend Meetings with Project Partners

Relevant project partners will be engaged throughout the project planning and design process, including city managers, public works directors, and city staff from the Cities of Millbrae and Burlingame. These partners will convene quarterly to receive updates and give input on key project milestones. Consultant will attend these meetings and will prepare the meeting agendas and action items in consultation with the District Project Manager. These meetings will be conducted remotely until circumstances allow for in-person meetings at the District office in San Mateo.

Deliverables

1. Quarterly Project Partner meeting preparation materials
2. Meeting summary notes

Task 1.5: Presentation Support at Key Meetings (Optional)

Consultant will support District and the Cities of Millbrae and Burlingame on preparing materials for potential presentations on a quarterly basis, including City Council meetings, public workshops, or meetings with key property owners. A total of six such meetings is anticipated over the duration of Task Order No. 1. Additional meeting support can be provided as an optional service upon request.

Deliverable

1. Meeting Presentation Materials, as requested

Task 2: Data Gathering

Consultant will work with District, the Cities of Millbrae and Burlingame, and other project partners to identify and gather relevant and readily available existing information for the Project and Project sites. After existing work has been reviewed and synthesized, Consultant will collect information needed to close key data gaps and begin design and environmental clearances.

Task 2.1: Identify, Gather, and Review Existing Information

Consultant will work with District to identify, gather, and review relevant background information for the Project and Project sites. Such information may include, but is not limited to: existing engineering data/studies for the Project area, including elevation and land surveys, hydrologic and hydraulic studies, groundwater studies, and geotechnical data; biological or cultural resource studies, as well as mapping, reports and documentation of special status species in the vicinity of the Project site; planning documents by the affected jurisdiction(s), including relevant General Plans, Project Plans and/or Master Plans; additional hazards and hazardous materials assessments for the Project area; and CEQA documents for similar projects and/or geographies.

Consultant will gather data that analyzes environmental conditions, focusing on relevant environmental statutes and regulations that include, but are not limited to: CEQA, NEPA, the Migratory Bird Treaty Act, state and federal Endangered Species Acts, Clean Air Act, Clean Water Act, Porter-Cologne Act, California Fish and Game Code, cultural and archaeological statutes, noise ordinances, and traffic laws.

Deliverable

1. Digital folder with an organized file structure of all background information identified

Task 2.2: Field and Desktop Investigations

Consultant will conduct field and desktop investigations to fill key data gaps to develop basis of information for further detailed study and design.

Task 2.2.1: Elevation Surveys

Consultant will complete an aerial survey of the Project area, including offshore and landward as necessary to encompass the limits of potential Project impact. This survey will be suitable for preparing construction document level planimetrics, ground elevations and contours, and offshore bathymetry. Consultant will:

- Provide horizontal and vertical control to State Plane Coordinate System and NAVD88, respectively
- Schedule flight(s) for low tide and best daylight hours
- Schedule flight(s) with San Francisco International Airport
- Furnish point cloud data set
- Reduce point cloud data set into digital mapping appropriate for plan sheets

Task 2.2.2: Transect Surveys

Consultant will complete field transects at approximately 1,000-foot-spacing immediately offshore from the Project reach. The transect surveys will be conducted to verify aerially derived bathymetry, identified eelgrass, and physical anomalies that may have cultural or historical attributes and potential hard

substrate habitat(s) such as 'debris piles' for biological communities other than mudflat/benthic that could provide habitat for a different suite of species and, if impacted, would require public disclosure and potential mitigation.

Task 2.2.3: Bridge Scans on Interior Creeks and Channels

Consultant will complete bridge geometry scans to define bridges and culverts three dimensionally as suitable for the hydraulic analyses to be completed as part of Task 2.4. Scanned data will be tied to the same horizontal and vertical control network used for the County's 2017 LiDAR data set and used for hydrologic and hydraulic analyses. The scans are also suitable as record data for the bridges and culverts.

Task 2.2.4: Utility Research

Consultant will obtain available record information from public agencies and private utilities at a level sufficient for planning and preliminary design. Depending upon the preferred Project alternative and discovery of interfering utilities, potholing may be recommended. Those costs are unknown and not included in the scope of services.

Deliverables

1. Digital version of aerial photography
2. Digital record of horizontal and vertical control networks
3. Point cloud data file
4. ACAD base mapping
5. Shoreline transects
6. Bridge scans and point data
7. Digital or scanned utility maps
8. GIS shapefiles of utility information
9. Printed materials upon request

Task 2.3: Coastal Protection Analyses

Consultant will complete coastal hazard and protection analyses for the defined shoreline protection reach. Coastal flood hazards will be evaluated using FEMA-approved methodologies to establish the maximum wave height and maximum wave runup associated with the 100-year storm surge, for each identified Project alternative. Coastal analyses will be based on published data, the transects obtained in Task 2.2.2, and FEMA's California Coastal Analysis and Mapping Project. The following conditions will be assessed:

1. Required top of flood protection elevations for Project alternatives under existing tidal conditions (quantitative analysis)
2. Required top of flood protection elevations for Project alternatives with future sea level rise (quantitative analysis)
3. Erosion protection for alternative coastal barriers (quantitative)
4. Sedimentation for Project alternatives under existing tidal conditions (qualitative)
5. Sedimentation for Project alternatives with future sea level rise (qualitative)
6. Preliminary design of alternative wave break

Deliverable

1. Coastal Protection Analysis Report

Task 2.4: Hydrologic and Hydraulic Studies

Consultant will complete hydrologic and hydraulic studies for the area tributary to the shoreline protection reach and the creeks and drainage channels within that tributary area. Local drainage facilities will be evaluated as necessary to establish the existing residual 100-year floodplain following NFIP mapping standards and FEMA criteria for interior drainage studies. Hydrologic and hydraulic studies will evaluate flood risks from San Francisco Bay, including future sea level rise, and the combination of coincident 100-year Bay and fluvial events. Future tributary discharges without hydraulic constrictions will be estimated using the State of California's Cal-Adapt climate adjustment tools.

These studies will be performed to be adequate as a basis for Project design and ultimate certification for FEMA accreditation, including FEMA's interior drainage and closed system requirements.

It is explicitly agreed that local storm water systems – except for those 18” in diameter and larger that outfall directly to San Francisco Bay or one of the tributary creeks or canals – are not part of the Project improvements. Because it is understood that these storm water systems already have deficiencies, one objective of these analyses will be to support the fact that the proposed Project will not adversely impact these systems. Another objective is to evaluate the systems to the extent required to understand residual interior flooding under existing and post-Project conditions for FEMA certification of improvements.

Each significant storm drain gravity outfall (assumed to be 18 inches in diameter or larger) or pumped outfall will be included in the hydraulic model.

There are five major interior drainage outfalls to the Bay:

1. Sanchez Creek watershed outfall (including all outfalls to lagoon) – Burlingame
2. Easton Creek watershed outfall – Burlingame
3. Mills Creek watershed outfall – Burlingame
4. El Portal Creek watershed outfall (Cowan Canal) – Burlingame
5. Highline Canal/Lomita Canal – Millbrae

Under existing conditions, some of these systems may have deficiencies that the two cities would address with their own improvements. Depending upon the ultimately preferred LEDPA Project, new flood control improvements to protect the lower areas from tidal flooding from the Bay could result in an increased barrier to gravity drainage to the Bay. Hydrologic and hydraulic studies will evaluate the mitigation measures that would be needed to offset impacts to the depth or extent of local 100-year flooding caused by identified Project alternatives.

Task 2.4.1 Coordination of Interior Studies

Consultant will coordinate the tributary interior hydrology and hydraulic studies described under this subtask with the coastal protection analyses completed under Task 2.3, design development identified in Task 3, and environmental documentation described in Task 4.

This coordination includes compiling statistically based coincident tide cycle boundary conditions for hydrologic and hydraulic modeling. Coincident tide cycles for impact analysis and design will be derived using available long-term tide data and streamflow data relevant to the San Francisco Peninsula.

Task 2.4.2: Identify Tributary Drainage Systems and Watersheds

Review, compile, and update available storm drain system information including collection pipes and pump station characteristics for Millbrae and Burlingame and obtain previously completed hydrologic/hydraulic models for the major interior drainage outfalls along the project reach. Interior drainage analyses will be based on ground information with an assumption that under extreme runoff events, local storm drain systems are surcharged. Therefore, detailed surveys to establish storm drain inverts – except for those 18” in diameter and larger that outfall directly to San Francisco Bay or one of the tributary creeks or canals – are not necessary and not included in this scope of work. Since the analyses will only reflect the hydrologic response of interior watersheds, limited storm drainage trunk data will need to be collected only. Local precipitation gage data and corresponding stream flow or stage gage data will also be collected.

Task 2.4.3: Develop Interior Drainage Criteria

Review existing Burlingame and Millbrae drainage criteria, San Mateo County drainage criteria, FEMA criteria, and criteria from other local Bay Area agencies and develop a clearly defined criteria to meet local, state, and federal requirements for the identification of level of service and deficiencies.

Task 2.4.4: Develop Hydrologic and Hydraulic Models of Existing Conditions

Complete hydrologic model(s) to provide design discharge hydrographs for each of the five outfall systems will be developed. The hydrologic models will include all the watersheds draining to each of the five outfalls. The hydrologic models will reflect the hydraulics impacts of the conveyance trunks for the watersheds upstream of approximately El Camino Real implicitly, as they will not be modeled explicitly in the hydraulic portion of the models.

Detailed hydraulic models of the five outfall systems and their tributaries from the Bay upstream to approximately El Camino Real, will be developed. The models will include the open channel trunks and storage areas behind outfalls into these open channels (approximately 2 square miles) only. The boundary condition for these models will be the Bay. Approximate hydraulic model quantities are tabulated below.

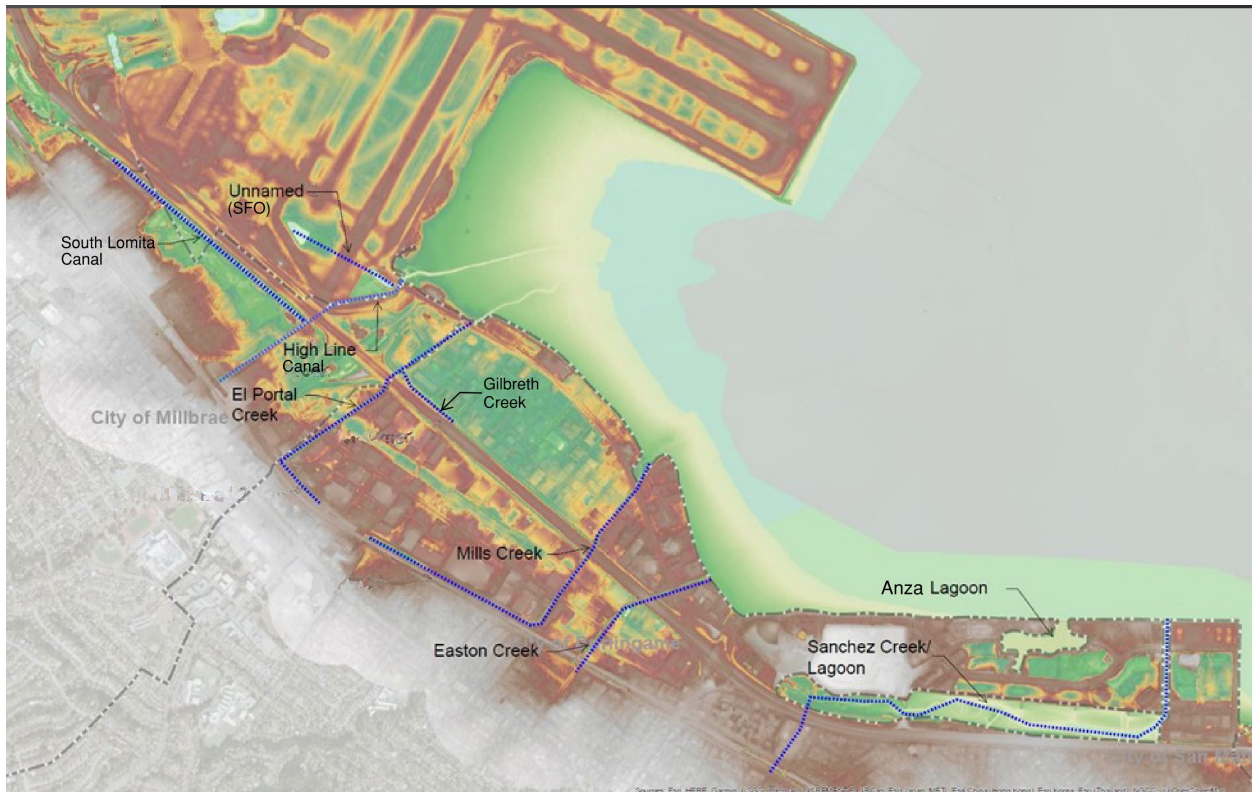
Stream/Channel	Beginning	End	Length (feet)	Bridge/Culvert Crossings
South Lomita Canal	BART	Highline Canal	5,100	1
Unnamed	SFO	Highline Canal	2,250	pipe
Highline Canal	BART/Caltrain	Bay	3,300	3
El Portal Creek	BART/Caltrain	Bay	4,750	5
Gilbreth Creek	Highway 101	El Portal Creek	1,100	0
Mills Creek	Caltrain	Bay	5,950	4
Easton Creek	Caltrain	Bay	2,400	6
Sanchez Creek	California Drive	Burlingame Lagoon	1,070	4
Burlingame Lagoon	Sanchez Creek	Bay	7,500	2
Anza Lagoon		Bay	1,300	1

The hydrology and hydraulics will be calibrated and validated using available information including regional rainfall and streamflow data. The calibration will consist of a review of the hydrology at the outfalls and a detailed refinement of the hydraulics in the low-lying areas near the outfalls.

The hydrology review will include the calibration and validation of rainfall/runoff transformation compared to available gage data, flood frequency analyses and calibration/validation of outfall water surface elevations near the outfalls compared to available gage data and anecdotal data.

These models will be used to as the basis for the FEMA-required interior drainage study and as the baseline condition for CEQA/NEPA impact analyses. The models will also be used to assess design alternative pump stations at each creek mouth or the alternative tidal lagoon facility and evaluate the interaction of fluvial flooding with coincident tides.

Limits of hydraulic study are indicated in the figure below.



Deliverable

1. Interior Drainage Study

Task 2.4.5: Analyze Impact of Sea Level Rise for Tidal Lagoon Improvement Alternatives

For the proposed conditions, the hydraulic model will be extended to the proposed tidal lagoon and the boundary conditions will be moved to outside of the proposed lagoon. Alternatives will be incorporated as directed by the design team.

Using the validated hydraulic model(s) of both existing and proposed conditions from Task 2.4.3 and statistically derived coincident tide cycles based on incremental sea level rise with randomized timing relative to peak discharge from Task 2.4.1, alternative Project impacts to coastal and riverine flooding within the five tributary creeks and channels will be analyzed using these boundary conditions:

- Existing tide cycle with expected value timing for FEMA certification and to establish the baseline condition for CEQA/NEPA analyses. This represents conditions for the No Project Alternative.
- A free discharge condition (no tidal backwater) with existing interior drainage systems to establish points of interior hydraulic control. This indicates the limits of potential project benefit and is applicable only to offshore alternatives.
- Tide cycle with sea level rise and expected value timing. This boundary condition is used to address project impacts from offshore alternatives.
- Tide cycle with sea level rise and level of confidence in the timing between peak riverine discharge and high tides acceptable to the District and its Partners. This more robust boundary condition would be used as the basis of design for offshore alternatives.

It is assumed that an alternative will be considered only if it can be shown that there is no impact or there is a beneficial impact to interior drainage. As discussed above, it is assumed that the interior systems – except for those 18” in diameter and larger that outfall directly to San Francisco Bay or one of the tributary creeks or canals – will not be improved. It is assumed that the project as proposed must not provide a detrimental impact to any interior system that outfall into the open channels or lagoons.

Recent local flood control improvement construction bids will be used to develop preliminary construction costs for each candidate alternative. From there, an alternative selection process that includes costs, benefits, constructability, resiliency, ability to permit, public perception and aesthetics, environmental and recreational benefits and so on will be used to formulate a selection of alternatives and a final preferred project alternative.

Task 2.4.6: Analyze Impact of Sea Level Rise for Interior Improvement Alternatives

If project constraints require an alternative that no longer includes the tidal lagoon and improvements must be constructed at the shoreline or inland, the model will be modified to reflect inland alternatives. The improvements could include some combination of floodwalls, bridge and culvert improvements, tide gate structures, and pumping facilities.

For each project alternative, establish scope of project improvements required to meet the interior drainage requirements established in Task 2.4.3. It is assumed that an alternative will be considered only if it can be shown that it can meet all interior drainage criteria at the outfall of the interior system (from the pipe systems into the open channels or lagoons).

Project impacts to coastal and riverine flooding within the five tributary creeks and channels will be analyzed using these boundary conditions:

- Existing tide cycle with expected value timing for FEMA certification and to establish the baseline condition for CEQA/NEPA analyses. This represents conditions for the No Project Alternative.
- Tide cycle with sea level rise and expected value timing. This boundary condition is used to address project impact from onshore and interior alternatives.
- Tide cycle with sea level rise and confidence value timing. This more robust boundary condition would be used as the basis of design for onshore and interior alternatives.

Task 2.4.7: Optimize Design and Operation of Selected Improvement Alternatives

The model reflecting the selected improvement alternative will be run using a selected long-term window (from 2 weeks to 2 months) to refine the understanding of the proposed tide gate/pump station operations to provide design parameters. The long-term simulation data will be developed from the data collected in Task 2.4.1. Alternative project designs will be evaluated using future 100-year discharges with interior capacity restrictions removed. Tidal lagoon alternatives will be further evaluated assuming a free discharge downstream boundary condition.

Task 2.5: Geotechnical Data and Subsurface Exploration

Consultant will work with the District and the Cities of Millbrae and Burlingame to identify, compile, and evaluate available geotechnical information for the project area and vicinity. The data sources will include the District's identified available information in their files, published geologic maps, and unpublished geotechnical reports for public facilities and from the cities' files for nearby private improvements.

Data will also be obtained from state sources such as Caltrans and the Department of Toxic Substances Control. The data will be collected, compiled, and stored in a project-specific GIS database. The extent and reliability of the data will be assessed and used to determine data gaps and inform the subsurface exploration and testing plans. Reliable data will be leveraged to the extent possible to control costs.

Task 2.5.1: Review Existing Data and Fill Subsurface Information Gaps

Consultant will identify data gaps and develop a field exploration to collect sufficient data to address the identified data gaps. A preliminary field exploration plan has been developed to conform with accepted FEMA/DWR guidelines.

The plan assumes one exploration point every 1,000 linear feet and additional points where levees may be used. It is further assumed that reliable and useable available subsurface information from previous investigations will cover one-third of the explorations.

Task 2.5.2: Field Investigations

Geotechnical field investigations within the project limits will include a mix of soil borings and Cone Penetration Tests (CPT), with a ratio of one boring for every three CPT probes. This subtask is based on

a combined total of 22 field exploration days are required to appropriately cover the 46,000 feet of flood barrier and potential pump stations. A similar level of geotechnical effort is anticipated for other flood barrier alternatives. All planned exploration locations will be initially located in the field using handheld GPS devices.

Consultant will conduct detailed site reconnaissance to identify and review logistical issues related to the implementation of the exploration work. Preliminary locations of borings and CPT soundings will be marked for clearance through Underground Service Alert (USA). For areas where it appears that private underground utilities (or other underground facilities not addressed by USA) are present, a subcontracted underground utility locating service will be retained to mark the locations of underground utilities. Underground utility locating may be needed for about 40% of the exploration locations.

The potential presence of buried rock and rubble under the perimeter of the filled ground will also require careful exploration planning. Consultant will apply for and obtain applicable permits (drilling or encroachment) from the local agencies (San Mateo County, Millbrae, Burlingame, Caltrans, if necessary) having jurisdiction for the boring locations. Many exploration locations will likely require access onto or through private property. Therefore, temporary access agreements will need to be obtained. For the exploration locations within the public right-of-way, it is anticipated that about half of the sites will require traffic control or closing parking spaces.

Borings will be drilled using a combination of hollow-stem and mud-rotary drilling methods to depths between 20 and 50 feet below existing grade, depending on the planned improvements and subsurface conditions that are encountered at a given location. Borings will generally be to a depth equivalent to two to three times the planned levee or floodwall height and extended in all cases to at least 10 feet below the invert of the adjacent channel. Soil samples will be collected at regular intervals so that sufficient laboratory testing can be performed to classify the soils encountered and develop engineering parameters for strength and compressibility.

Task 2.5.3: Laboratory Testing

Laboratory testing of samples will be programmed based on the anticipated temporary loading conditions during construction and long-term loading conditions and will index properties, strength, permeability, consolidation, and corrosion. The selection of laboratory tests will be determined based on conditions encountered and USACE guidelines.

Task 2.5.4: Geotechnical Analyses and Report

Consultant will complete geotechnical analysis of the subsurface conditions and laboratory test results to support design and construction recommendations and as the basis for discussions of construction constraints for the selected alternative. Analyses will be performed under the direction of a Registered Geotechnical Engineer to develop conclusions and geotechnical-related recommendations for the design and construction of the floodwalls, levees, and other project elements. The analyses will be completed in accordance with USACE, DWR, and other applicable standards and guidelines. Floodwall and levee seepage and stability analyses will be performed using SEEP/W and SLOPE/W for representative cross-sections based on observations, levee and floodwall geometry, and subsurface conditions.

Results of the geotechnical investigation, laboratory testing, and engineering analyses will be provided with recommendations in a project geotechnical report. The report will be prepared in draft form and then finalized after review at the 30% design level. Addenda to the final report will be prepared during subsequent phases of the project.

Deliverable

1. Geotechnical Report

Task 2.6: Corrosion Study

Consultant will complete a corrosion study to identify design rates of steel corrosion and provide recommendations to mitigate corrosion of concrete structures in a marine environment. This study will be used to inform Project alternatives and the costs thereof.

Consultant will establish corrosion rates for steel structures and elements intended that would be exposed to the Bay versus the area exposed along interior creeks and canals. Consultant will visit the site(s) and verify how existing structural elements are performing based on their exposure conditions. Consultant will examine other steel structures at SFO as allowed, in South San Francisco, San Mateo, Foster City, and Redwood City to estimate approximate corrosion rates for piles in the splash zone and other exposures. Consultant will compare the field data with the theoretical data from ISO Standards, NACE Standards, CalTrans, etc. to propose design corrosion rates. Corrosion rates are anticipated to be different in the areas exposed to the Bay versus interior areas.

Deliverable:

1. Corrosion Study Report

Task 2.7: Data Gathering for Environmental Documents and Permitting

Data gathering efforts will reflect the likelihood of preparing an expanded Environmental Impact Report (EIR) to streamline any potential NEPA documentation required for the Project, which will depend on whether federal funding is used to support the project and the requirements and expectations of federal regulatory agencies with authority over the project.

Task 2.7.1: Biological Resources Assessment

Consultant will prepare a Biological Resources Assessment (BRA) report to address the baseline marine and terrestrial biological conditions that could be affected by the project and will be of sufficient detail to support the CEQA and/or NEPA environmental review and regulatory permitting processes.

The focus of the BRA will be to inventory and assess the possible biological resources that could be affected by the project and identify measures to avoid, minimize, and/or compensate for potential effects to state and federally listed species and other regulated biological resources. The proposed work program involves review of existing literature sources (e.g., California Department of Fish and Wildlife [CDFW] California Natural Diversity Database [CNDDDB], United States Fish and Wildlife Service [USFWS] Critical Habitat Mapper), a reconnaissance-level site visit, and preparation of the BRA report to incorporate the findings of the detailed field investigation, assess potential impacts, and develop recommendations.

Work includes developing safety documents, reviewing background information, and conducting site surveys based on mapped critical habitat, Essential Fish Habitat, and submerged vegetation known to exist. Background review will include review of the base maps in CAD and/or GIS formats and preparation of preliminary desktop vegetation and habitat mapping.

Following the background review and desktop mapping, a reconnaissance-level field survey will be completed to document marine, estuarine and other aquatic resources, terrestrial vegetation and habitat types and other terrestrial resources (e.g., native trees), and assess the site for the capacity to support special status species and other regulated biological resources (e.g., Essential Fish Habitat). This will include a broad-based assessment of soft bottom communities (benthic infauna) conducted in locations of the proposed levee and/or breakwater to describe and quantify the intertidal and subtidal soft bottom communities. Soft bottom sampling will utilize a shallow draft motorized vessel outfitted with a davit or boom to support the deployment of a single or double Van Veen grab to take sediment collections to approximately 1.0-foot depth.

The collected samples will be analyzed for physical grain size then rinsed through a 1.0 mm sieve and remaining material placed in laboratory containers for eventual sorting and species identification. Additionally, the site visit will include scuba diving or drop camera validation surveys of observed acoustic anomalies detected during sonar surveys to assess presence/absence of eelgrass (*Zostera spp.*) and document existing subtidal habitat(s).

The results of the research and field survey will be documented in the BRA report, including lists of observed species and potential for special status species to occur at the project site. The BRA report will be accompanied by maps depicting location(s) of special status species and/or other regulated biological resources, if any, in relation to the project site and related facilities, CNDDDB and other database query results, and surveyed areas.

The analysis will include an evaluation of regulated biological resources that may occur or are known to occur within a 5-mile buffer of the project site. The BRA will also include vegetation/habitat maps and site photographs as figures or attachments. Where potential impacts are identified, recommended measures will be developed to avoid, minimize, and/or compensate for identified impacts.

Measures, and any monitoring strategies, will be developed based on previous experience with projects in this region of San Mateo County and regulatory agency requirements for coastal/bay projects. They will be of sufficient detail for use in the subsequent environmental review and regulatory permitting processes, including those with the USACE, San Francisco Bay Conservation and Development Commission, State Lands Commission, Regional Water Quality Control Board, and/or CDFW. It is assumed USACE would initiate consultation with the National Marine Fisheries Service (NMFS) and/or USFWS pursuant to Section 7 of the Federal Endangered Species Act. Therefore, Consultant's BRA report will provide the level of analysis necessary to assist with USACE's consultation with NMFS and/or USFWS.

A stand-alone Biological Assessment will be prepared that will serve as the focused consultation document. Consultant will coordinate with all involved parties to determine the level of potential effects and to develop/refine measures to avoid and minimize impacts to federally and/or state listed species.

Deliverable

1. Biological Resources Assessment Report

Task 2.7.2: Cultural and Historic Resources Assessment

The project's location on the periphery of the San Francisco Bay and in an area of rapid development has the potential to encounter historical and prehistoric resources that could be potentially impacted by project activities. The cultural resources report will address archaeological resources, historic built resources, and the potential for previously unrecorded resources that could be encountered because of the Project alternatives.

The following tasks are included in this work effort to meet the CEQA and National Historic Preservation Act (Section 106) requirements regarding cultural resources. The Cultural Resources Technical Report prepared under this subtask will present findings, recommendations, and impact assessments including:

- California Historical Resources Information System (CHRIS) records search
- Historical map examination
- National Register of Historic Places listings
- State Lands Commission Shipwreck Database listings
- California Register of Historical Resources
- Built Environment Resources Directory
- Archaeological Determinations of Eligibility list
- California Historical Landmarks
- Native American Heritage Commission (NAHC) / Sacred Lands File (SLF) search
- Pedestrian survey with 10-meter transects
- Geoarchaeological review
- Paleontological inventories

If cultural resources are identified that could meet the definition of historic properties or historical resources are identified, additional documentation and study beyond that proposed in this scope of work would be required to address environmental review requirements. If an adverse effect to a historic property (or a significant impact to a historical or unique archaeological resource, or Tribal Cultural Resource) would occur, additional consultation among the consulting parties would be required, and would ultimately require the execution of a Memorandum of Agreement to resolve such an effect.

Deliverable

1. Cultural and Historic Resources Assessment

Task 2.7.3: Hazardous Material Investigations

Due the filling of the tideland areas in the 1950s, 1960s, 1970s, and current and/or historical land uses (e.g., municipal landfill, gasoline stations, rental car facilities, airport operations), there is the potential to encounter contaminated soil and/or groundwater during subsurface construction activities. It is anticipated the following environmental concerns may be present in the Project area:

- known soil and/or groundwater release sites such as Cortese sites
- landfills
- PFAS releases
- underground storage tank sites
- lead based paint
- asbestos containing materials
- aerial deposited lead (highway)
- aerial deposited fuel (airport)
- common railroad corridor contaminants
- artificial fill
- open water/bay concerns (sediment disturbance, dewatering)

Task 2.7.3.1 Phase I Study. A desktop *Hazardous Materials Evaluation* will identify potential impacts from hazardous materials and wastes associated with the proposed project. The project area for the *Hazardous Materials Evaluation* report includes the project footprint plus 100 feet. The evaluation will include a preliminary review of potential hazards associated with the existing project area that may affect the environment and construction/operation of the proposed project.

Task 2.7.3.2 Phase II Study (Optional). A Phase II Environmental Site Assessment (ESA) will be performed along the shoreline (landside) and in the offshore areas (waterside) completed by advancing soil borings on a linear basis along the potential construction alignment and in areas identified in areas of concern identified in the Hazardous Materials Evaluation. The scope of work of the Phase II ESA is intended to support the preparation of the CEQA document and also obtain data that may be required to satisfy permitting requirements. For the landside assessment activities, up to 18 soil borings will be advanced on a linear basis along the shoreline (one boring every approximately 1,000 feet). The borings will be advanced to a depth of 5 feet below ground surface (bgs) using a direct-push drilling rig.

Soil samples will be collected at depths of 1, 3, and 5 feet bgs and one grab groundwater sample will be collected per boring, if encountered. For the waterside assessment activities, sediment samples will be collected from 18 locations at depths of 1, 3, and 5 feet bgs from geotechnical cores/grab samples. Quality assurance/quality control (QA/QC) samples (i.e., duplicate and equipment blank samples) will also be collected.

Soil, groundwater, and sediment samples will be collected and analyzed for total petroleum hydrocarbons in the gasoline, diesel, and oil ranges by United States Environmental Protection Agency (EPA) test method 8015B; Title 22 metals by EPA method 6010B/7471A; volatile organic compounds by EPA method 8260B with EPA method 5035 preservation; semi-volatile organic compounds by EPA method 8270C; polychlorinated biphenyls by EPA method 8082, organochlorine pesticides by EPA method 8081A, and per- and polyfluoroalkyl substances (PFAS) by EPA method 537.

A Phase II ESA report will be prepared that includes a summary of field sampling activities and laboratory analytical testing results and provides conclusions and recommendations regarding potentially impacted soil, sediment, and/or groundwater that may be encountered during subsurface construction activities. Since the project involves providing a shovel ready project, the Phase II ESA will be performed prior to beginning the EIR.

The following assumptions were utilized during the development of the cost estimate for the Phase II ESA:

- A boring permit will be required from San Mateo County Health, Environmental Health Services for the landside soil borings because groundwater may be encountered. One permit will be sufficient for the 18 proposed boring locations.
- If encroachment permits or access agreements for borings on private property are required, these will be obtained by others.

- Waterside cores/grab samples will be collected by the project geotechnical engineering firm. Consultant will collect sub-samples from the cores/grab samples and place the samples into laboratory supplied containers.
- The boring/core logs for the sediment cores/grab samples will be prepared by the geotechnical engineering firm.
- Up to 4 days on site for landside assessment activities.
- Up to 10 days of sampling for the waterside assessment activities.
- Up to 63 soil samples, 70 sediment samples, and 23 groundwater samples (including QA/QC samples) will be analyzed on a standard 10 business day turnaround time except for PFAS analysis, which will be analyzed on a standard 15 business day turnaround time.
- One 55-gallon drum of investigative derived waste will be generated as part of landside assessment activities and disposed of as non-hazardous waste.

Deliverables

1. Phase I Hazardous Materials Evaluation Report
2. Phase II Environmental Site Assessment Report

Task 2.8: Jurisdictional Wetland Delineation

Consultant will conduct a field investigation within the potential Project limits to collect data necessary to identify and delineate the geographic extent of potential jurisdictional waters in accordance with Code of Federal Regulations (CFR) definitions of jurisdictional waters, the Corps' 1987 Wetlands Delineation Manual, the Corps' 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) and supporting guidance documents based on current and historic land use conditions.

The location of each jurisdictional water potentially subject to Corps and RWQCB jurisdiction will be field located using a Trimble Pathfinder XRS GPS unit (accuracy <50cm). Field data taken regarding vegetation, soil, and hydrology conditions observed during the delineation process will be digitally formatted by Consultant and data linked for use in ARC/INFO during data analysis. As some areas within potential Project limits are currently tidal wetlands, field data studies will concentrate on defining the wetland/upland interface.

All areas identified as potential jurisdictional waters of the United States and / or State will be mapped on to a 100-scale base map. The base map will consist of a color orthorectified aerial photograph and engineer level topographic mapping. All potential jurisdictional areas identified during data analysis and mapping will be reviewed with respect to possible exemption from Corps and RWQCB jurisdiction.

Task 2.8.1: Jurisdictional Determination Report

Consultant will prepare a jurisdictional determination report in accordance with Corps guidelines and upon client review and approval will submit the report to the Corps for verification under the Corps Preliminary Jurisdictional Determination procedure. This procedure assumes that a connection to navigable waterways is present and precludes the need for more detailed report documentation and review by the Corps under the Corps/USEPA Rapanos evaluation guidelines. The rationale for the use of the Preliminary Jurisdictional Determination procedure is: (1) the jurisdictional waters potentially impacted by the project are tidal and as such there is no argument that there is a lack of connection with traditionally navigable water, (2) the delineation can be completed and verified by the Corps in a shorter time frame, and (3) the approach is less costly than obtaining a verified jurisdictional determination from the Corps.

This task also includes investigations allowing a determination of jurisdictional boundaries pursuant to regulatory requirements of the RWQCB (wetlands/water jurisdiction of RWQCB is not always consistent with that of the Corps and may include areas not considered jurisdictional by the Corps), the California Department of Fish and Wildlife, BCDC and the State Lands Commission.

It is assumed that access to potential jurisdictional waters will be granted to Consultant staff for sampling, including hand digging shallow pits in both City and private properties.

Task 2.8.2: Verification of Corps Jurisdictional Determination

Consultant will coordinate with the Corps, as necessary, during the jurisdictional determination process which may include a site visit with Corps staff, phone calls, emails, meetings, and preparation of additional information or documents (i.e., maps, watershed data, functional analysis methods, etc.). Consultant will coordinate all aspects of the jurisdictional determination process with the client and/or designated representative. Consultant will keep the client informed of the jurisdictional determination progress with a monthly phone call or email. Note that verification of regulatory jurisdictional boundaries of RWQCB, CDFW, BCDC and State Lands is typically accomplished as part of the regulatory permit process. Once delineations are verified, Consultant will transfer a final digital version of the jurisdictional boundaries to the Project Lead who will direct the information transfer for inclusion on project plans.

If a more accurate survey is required at various locations along the project levee, Consultant will accompany the project surveyor subcontractor as necessary to assure that the jurisdictional boundary is accurately surveyed to an engineer scale level of accuracy.

Task 2.8.3: Surveys for Listed Species

Locations along the Bay shoreline may be considered potential habitat for federally listed and state-listed threatened species. Protocol surveys will be conducted within the potential API. Surveys will be conducted by species experts specifically permitted to work with the listed species by the USFWS. Surveys will follow established agency protocol in term of timing of surveys and spacing of sampling stations. At the end of the survey, Consultant will map location of listening stations, all pairs or individual species located during the surveys, information on disturbances (e.g., dogs, air traffic) and weather information. Once the protocol surveys are complete, Consultant will generate a letter report that will include data sheets, a map showing the location of the listening stations, location of listed species detected during the surveys, and survey results and information from other protocol surveys that have been conducted within proximity to the Project site. The letter report will be submitted to the USFWS for review and comment. Consultant will coordinate with the USFWS regarding survey results and to establish any conservation measures that may be required such as work windows and buffer limits.

Deliverable

1. Jurisdictional Wetland Determination Report

Task 3: Design Plans, Specifications, and Cost Estimates

Table 1 lists the design plan sheet types expected at various submittal stages. Task Order No. 1 includes only the 30% submittal package. Not all project elements will necessarily be part of the construction document package depending upon the preferred Project alternative selected for detailed design. Project plans will be produced on 22-inch by 34-inch sheets for true half-scale 11-inch by 17-inch companion plans, in electronic and printed formats. Specifications will be compiled in Microsoft Word with final camera-ready documents in a pdf format.

Prior to submittal for District review, the 30% PS&E submittal will be reviewed by construction professionals – not contractors – under contract to Consultant. This will include constructability review of the plans, specifications, construction sequencing simulations, product lead time information, site logistics, costs, contingencies, and scheduling.

Deliverables

1. 30% Plans
2. Preliminary Table of Contents for Specifications
3. Preliminary Estimate of Probable Construction Value
4. Constructability Review Report

Table 1: Design and Construction Document Submittals

Sheet Type	30% PS&E (Task 3.1)	60% PS&E	90% PS&E	Final PS&E
Cover Sheet	•	•	•	•
Drawing List	•	•	•	•
Sheet Index	•	•	•	•
Notes, Abbreviations, and Legend	•	•	•	•
Site Access and Haul Routes	•	•	•	•
Pre-Approved Storage and Stockpile Areas	•	•	•	•
Traffic Detour Plans	•	•	•	•
Survey Control Layout and Rights of Way		•	•	•
Demolition and Utility Relocations		•	•	•
Grading Plans		•	•	•
Sheet Pile Installation Plans	•	•	•	•
Floodwall Plans and Profiles	•	•	•	•
Shoreline and Trail Access Plans	•	•	•	•
Construction Details			•	•
Paving and Striping			•	•
Typical Cross Sections	•	•	•	•
Cross Sections		•	•	•
Structural Plans		•	•	•
Structural Details			•	•
Architectural Plans			•	•
Architectural Details			•	•
Landscaping and Irrigation		•	•	•
Site Furnishings		•	•	•
Wayfinding and Interpretive Elements			•	•
Electrical Plans		•	•	•
Electrical Details			•	•
Corrosion Protection Plans and Details			•	•

Task 4: Environmental Documents and Permitting

Consultant will complete a Draft Environmental Impact Report (EIR) as required by the California Environmental Quality Act (CEQA). The appropriate level of CEQA documentation for the project is an EIR since it is reasonably anticipated the project could result in a significant unavoidable impact. The federal lead agency and District may partner together as joint lead agencies for the preparation of a joint CEQA-NEPA document (EIR-EIS or EIR-EA). Alternatively, the federal lead agency may choose to prepare a separate, stand-alone NEPA document, either concurrently with or following completion of the CEQA process. Given these possibilities, Consultant will prepare an expanded EIR as the most streamlined and cost-efficient approach to environmental compliance.

Task 4.1: Environmental Scoping

Consultant will complete environmental scoping tasks in advance of preparing CEQA/NEPA documents under subsequent task order(s).

Task 4.1.1: Project Description

Consultant will develop alternative descriptions so that input from agencies and the public received during the public scoping period may be used to inform the alternatives.

Task 4.1.2: Initial Study and NOP

An Initial Study will be prepared to identify and characterize potential impacts of the project, based upon the project description developed under Task 4.1 and approved by the District. The Initial Study will address each of the environmental issues areas from the 2022 CEQA Guidelines Appendix G Environmental Checklist and identify issue areas where the project may have potentially significant impacts.

Consultant will prepare a Notice of Preparation (NOP), including an overview of the proposed project and guidance for the public on how to submit comments. The District will publish the NOP on its website and distribute it to its mailing list for the project; the NOP is filed electronically with the State Clearinghouse (SCH), as well as with the San Mateo County Clerk Recorder to initiate the project's 30-day public scoping period.

During this stage, Consultant will help the District conduct Native American government-to-government consultation in accordance with Assembly Bill (AB) 52. The purpose of AB 52 consultation is to identify any Tribal Cultural Resources (TCRs) within the project site that may be impacted by the proposed Project. Consultant will draft letters and a map of the project site for the District to send to Native American tribal government contacts, as well as provide District with a tracking table and instructions for successful AB 52 consultation. The results of the AB 52 consultation will be included in the appropriate sections of the EIR. Consultant will also help the District with Tribal Consultation under Executive Order 12898 for NEPA purposes.

Task 4.1.3: Public Scoping and Development of Alternatives

During the public scoping period, Consultant will assist District staff in planning and conducting a meeting for the public, during which Consultant will provide a presentation with an overview the CEQA process and timeline, the proposed project purpose, need, and preliminary design, and the procedures to submit comments on the project. Comments will be summarized into general themes to be addressed in the EIR and inform the development of project alternatives. Alternatives to the project will also draw from the data collected under Task 2, the 30 percent design conducted under Task 3, and the alternatives identified in previous studies. Alternatives will be aligned with the District's goals and objectives to provide environmental and recreational improvements concurrent with the reduction of climate change-related flood hazards.

Task 4.1.4: Support Regulatory Outreach during CEQA through DEIR

Consultant will support the District's outreach to regulatory agencies through the preparation of the Draft EIR (DEIR) with experiential and specific Project-related technical information. Consultant will identify the multiagency jurisdictional delineations and provide an assessment of permit feasibility for each project alternative. This assessment also includes early engagement of regulatory officials prior to the Notice of Preparation. Once the Draft EIR is published and comments are received, parallel design can progress to an adequate level for actionable review, and formal permit submittals will be made under subsequent task order(s). The following authorizations and concurrences are anticipated, and outreach efforts undertaken for this subtask will be concentrated on:

- U.S. Army Corps of Engineers (Clean Water Act (CWA) Section 10 and 404 Permits)
- National Marine Fisheries Service and U.S. Fish and Wildlife Service Biological (Endangered Species Act Section 7 Consultation Biological Opinions to the USACE)
- National Marine Fisheries Service (Essential Fish Habitat Consistency Determination)
- California Department of Fish and Wildlife (Lake and Streambed Alteration Agreement and Possible Incidental Take Permit)
- San Francisco Bay Regional Water Quality Control Board (CWA 401 Water Quality Certification and Porter Cologne Act Waste Discharge Requirements)
- San Francisco Bay Conservation and Development Commission (Development Permit and Coastal Zone Management Act Consistency Determination)
- State Lands Commission (Lease)
- Caltrans
- County of San Mateo
- County of San Francisco
- City of Burlingame
- City of Millbrae
- United States Coast Guard (Authorization required for Bridge Spans over tidal waters including streams unless determined there is no significant impact to navigation which is likely for the project)

Task 4.2: Administrative Draft EIR and MMRP

Following District concurrence with the range of alternatives developed for the Project, an Administrative Draft EIR will be written to address an expanded list of environmental issue areas. For several of the key

environmental topics, the completed reports and evaluations, surveys, photographs, site visit notes, and other documentation from Task 2 will be included, including reports or data related to hydrology and water quality, geology and transportation, biological resources, cultural resources, and hazardous materials.

The expanded EIR requires more extensive analysis and documentation related to federal regulations and includes the preparation of technical reports including: Federal Clean Air Act (FCAA) Conformity Analysis; Paleontological Resources Assessment and a summary of Biological Resources Assessment; and Cultural Resources Technical Study. These technical studies will be prepared concurrently with the Administrative Draft EIR, addressing the identified alternatives, and informing the analysis of impacts and associated mitigation measures. Rincon will submit the Administrative Draft EIR with a Mitigation Monitoring and Reporting Plan (MMRP), for District's review and comment.

Task 4.2.1: Aesthetics

The aesthetics analysis will consider such issues as alteration of public views, changes in visual character, and increased light and glare. Particular attention is paid to the massing of structures using the engineering renderings and conceptual design. Given the potential to block views of the bay from public viewpoints, this issue will have heightened public scrutiny.

Task 4.2.2: Air Quality

This section will be prepared in accordance with Bay Area Air Quality Management District (BAAQMD) Guidelines by analyzing temporary construction effects from developing the preferred alternative and the operational impacts from potential back-up generators or pumping devices that may be required in emergencies. A construction Health Risk Analysis (HRA) for the project will evaluate the potential for localized concentrations of PM2.5 and other air toxics (TACs) associated with site construction that would impact nearby existing residents. Individual and cumulative health risk analysis associated with project construction will be conducted following methodologies outlined in BAAQMD's Recommended Methods for Screening and Modeling Local Risks and Hazards (May 2012).

Task 4.2.3: Greenhouse Gas Emissions

This analysis will consider the project's potential contribution to cumulative impacts related to greenhouse gas (GHG) emissions and climate change. An overview of the current regulatory framework regarding GHG emissions and climate change, including SB 32, AB 32, SB 97, and SB 375, as well as adopted amendments to the CEQA Guidelines, will be described.

Task 4.2.4: Environmental Justice

Due to the location of disadvantaged communities within the Project area, Consultant will prepare an assessment of the project's impacts on environmental justice issues under Executive Order 12898. This assessment considers the composition of the affected area to determine whether low-income, minority or tribal populations are present and whether there may be disproportionately high and adverse human health or environmental effects on these populations. It also considers relevant public health and industry data concerning the potential for multiple exposures or cumulative exposure to human health or environmental hazards in the affected population, as well as historical patterns of exposure to environmental hazards. Consultant will address the interrelated cultural, social, occupational, historical, or economic factors that may amplify the natural and physical environmental effects of the proposed action.

Task 4.2.5: Land Use and Planning

This section of the EIR will examine land use policy issues. Consultant will prepare an objective discussion of whether and how the proposed project would be consistent with existing City of Burlingame and City of Millbrae policy documents, regional planning policies, and state regulations and policies. Particular attention will be paid to Burlingame's Zoning Ordinance Update to protect the shoreline.

Task 4.2.6: Noise

The noise analysis will examine both temporary construction noise and sporadic long-term operational noise associated with emergency generators. Construction noise will be estimated based on information from the U.S. Environmental Protection Agency, the Federal Transit Administration, and the Federal Highway Administration.

Traffic noise will be estimated based on estimated construction traffic volume data. In addition, the analysis will evaluate temporary construction and long-term vibration associated with the project, which will be estimated based on information from the Federal Highway Administration.

Task 4.2.7: Utilities and Service Systems

Using data collected in Task 2, Consultant will address the project's potential to impact utilities and service systems, including the need to protect, abandon or relocate existing utilities. PG&E has a major high voltage transmission line running through the project area that creek floodwalls would be under. The design and environmental team will work with utility and service providers to address these potential issues and develop strategies to reduce or avoid utility impacts to the extent feasible.

Task 4.3: Draft EIR and NOA

The Draft EIR will be based upon responses to comments from the District and associated revisions to the Administrative Draft EIR. In addition, Consultant will maintain the administrative record for their analyses and provide an electronic copy of all data sources used when transmitting the Draft EIR to the District. Rincon will upload the Draft EIR to the SCH with the required Notice of Availability (NOA) of the Draft EIR, which will also be filed with the San Mateo County Clerk.

It is assumed that District staff will distribute the NOA to responsible and trustee agencies and interested organizations and individuals. It is also assumed the District will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or on-site posting.

Given the project's regional significance, a longer Draft EIR public review period than the minimum required 45 days is recommended to allow for more meaningful public/community engagement. Environmental documents will be ADA compliant for reader accessibility.

Native American government-to-government consultation is included in the scope of services in accordance with AB 52. The purpose of AB 52 consultation is to identify any Tribal Cultural Resources (TCRs) within the project site that may be impacted by proposed development. Consultant will also assist the District with Tribal Consultation under Executive Order 12898 for NEPA purposes.

Deliverables

1. Electronic copies of Administrative Draft EIR, technical reports, and MMRP in MS Word and Adobe Acrobat (pdf)
2. Responses to District comments and Revised Administrative Draft EIR
3. Electronic copies of Screencheck Draft EIR in MS Word and Adobe Acrobat (pdf)
4. Public Review Draft EIR and associated appendices, including eight hard copies, eight copies on CDs, and one electronic version of each in pdf and MS Word
5. One pdf version of the NOA and NOC for SCH submittal

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.

Under no circumstances shall the amount paid by District to Consultant exceed \$3,665,000. 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.

Millbrae and Burlingame Shoreline Area Protection and Enhancement Project Fee Schedule
Task Order Number 1

Task	Task Name	Hourly Rates								Subtotal	Cal Engineering & Geology	Kier & Wright	Rincon Consultants	Huffman Broadway Group	Wood Rodgers	Biggs Cardosa Associates	BFS Landscape Architects	JDH Corrosion Consultants	Tanner Pacific	Subconsultant Subtotal	Total
		\$250	\$250	\$250	\$215	\$175	\$175	\$150													
1.0	Project Management																				
1.1	Prepare Schedule and Work Plan	24	8	4				16	\$ 11,400	\$ 2,880		\$ 5,000	\$ 10,000							\$ 17,880	\$ 29,280
1.2	Prepare Invoices, Progress Reports, and Scheduling Revisions	120						32	\$ 34,800	\$ 10,000		\$ 13,500	\$ 6,000				\$ 6,000		\$ 3,000	\$ 38,500	\$ 73,300
1.3	Prepare for and Attend Project Management Meetings (15 meetings; Rincon more)	54	10	8		8	16	16	\$ 30,120	\$ 3,500		\$ 37,000	\$ 20,000			\$ 3,500		\$ 2,000	\$ 66,000	\$ 96,120	
1.4	Prepare for and Attend Meetings with Project Partners (5 meetings; Rincon more)	20		4		4		8	\$ 8,060				\$ 7,500							\$ 7,500	\$ 15,560
1.5	Presentation Support at Key Meetings (6 total) (Optional)	24				12			\$ 8,580											\$ -	\$ 8,580
		242	18	16	24	16	16	88	\$ 92,960	\$ 16,380	\$ -	\$ 55,500	\$ 43,500	\$ -	\$ -	\$ 9,500	\$ -	\$ 5,000	\$ 129,880	\$ 222,840	
2.0	Data Collection																				
2.1	Identify, Gather, and Review Existing Information	40	16	24		80			\$ 37,200											\$ -	\$ 37,200
2.2	Field and Desktop Investigations								\$ -											\$ -	\$ -
2.2.1	Elevation Surveys	8					40		\$ 9,000		\$ 164,000									\$ 164,000	\$ 173,000
2.2.2	Transect Surveys	8				24	4		\$ 7,860	\$ 40,000										\$ 40,000	\$ 47,860
2.2.3	Bridge Scans on Interior Creeks and Channels	8	8					40	\$ 29,000	\$ 70,000										\$ 70,000	\$ 99,000
2.2.4	Utility Research	8				40	80	80	\$ 62,600											\$ -	\$ 62,600
2.3	Coastal Protection Analyses	24	8	120			20	160	\$ 65,500											\$ -	\$ 65,500
2.4	Hydrologic and Hydraulic Studies								\$ -											\$ -	\$ -
2.4.1	Coordination of Interior Studies	40	8	40		120		120	\$ 65,800											\$ -	\$ 65,800
2.4.2	Identify Tributary Drainage Systems and Watersheds								\$ -				\$ 16,620							\$ 16,620	\$ 16,620
2.4.3	Develop Interior Drainage Criteria								\$ -				\$ 3,860							\$ 3,860	\$ 3,860
2.4.4	Develop Hydrologic and Hydraulic Models of Existing Conditions								\$ -				\$ 124,590							\$ 124,590	\$ 124,590
2.4.5	Analyze Impact of Sea Level Rise for Tidal Lagoon Boundary Conditions								\$ -				\$ 24,265							\$ 24,265	\$ 24,265
2.4.6	Analyze Impact of Sea Level Rise for Interior Improvement Alternatives								\$ -				\$ 54,980							\$ 54,980	\$ 54,980
2.4.7	Optimize Design and Operation of Selected Improvement Alternatives								\$ -				\$ 16,860							\$ 16,860	\$ 16,860
2.5	Geotechnical Data and Subsurface Exploration								\$ -											\$ -	\$ -
2.5.1	Review Existing Geotechnical Data and Fill Subsurface Information Gaps	24	8	16					\$ 12,000	\$ 17,480										\$ 17,480	\$ 29,480
2.5.2	Field Investigations								\$ -	\$ 264,830										\$ 264,830	\$ 264,830
2.5.3	Laboratory Testing	8							\$ 2,000	\$ 37,060										\$ 37,060	\$ 39,060
2.5.4	Geotechnical Analyses and Report	64	8					80	\$ 30,000	\$ 66,560										\$ 66,560	\$ 96,560
2.6	Corrosion Study					4			\$ 860									\$ 37,500		\$ 37,500	\$ 38,360
2.7	Data Gathering for Environmental Documents and Permitting								\$ -											\$ -	\$ -
2.7.1	Biological Resources Assessment	10				20		30	\$ 11,300		\$ 87,151	\$ 115,000								\$ 202,151	\$ 213,451
2.7.2	Cultural and Historic Resources Report	10				20		30	\$ 11,300		\$ 73,320	\$ 3,000								\$ 76,320	\$ 87,620
2.7.3.1	Phase I Hazardous Materials Study	10				20		30	\$ 11,300		\$ 28,925									\$ 28,925	\$ 40,225
2.7.3.2	Phase II Hazardous Materials Study (Optional)	10				20		30	\$ 11,300		\$ 232,440									\$ 232,440	\$ 243,740
2.8	Jurisdictional Wetland Delineation								\$ -											\$ -	\$ -
2.8.1	Jurisdictional Determination Report	40				80		120	\$ 45,200			\$ 36,000								\$ 36,000	\$ 81,200
2.8.2	Verification of USACE Jurisdictional Determination								\$ -			\$ 9,000								\$ 9,000	\$ 9,000
2.8.3	Surveys for Listed Species								\$ -			\$ 15,000								\$ 15,000	\$ 15,000
		312	56	200	428	144	120	880	\$ 412,220	\$ 385,930	\$ 274,000	\$ 421,836	\$ 178,000	\$ 241,175	\$ -	\$ -	\$ 37,500	\$ -	\$ 1,538,441	\$ 1,950,661	
3.0	Design Plans, Specifications, and Cost Estimates (PS&E)																				
3.1	30% PS&E	180	60	120		180	360	360	\$ 362,700	\$ 10,200		\$ 30,000			\$ 99,500	\$ 90,310	\$ 32,500	\$ 117,720	\$ 380,230	\$ 742,930	
		180	60	120	180	360	360	720	\$ 362,700	\$ 10,200	\$ -	\$ -	\$ 30,000	\$ -	\$ 99,500	\$ 90,310	\$ 32,500	\$ 117,720	\$ 380,230	\$ 742,930	
4.0	Environmental Documentation and Permits																				
4.1	Environmental Scoping								\$ -											\$ -	\$ -
4.1.1	Project Description	40						40	\$ 16,000		\$ 21,230	\$ 8,000								\$ 29,230	\$ 45,230
4.1.2	Initial Study and NOP	24		60		80			\$ 38,200	\$ 5,840		\$ 44,296								\$ 50,136	\$ 88,336
4.1.3	Public Scoping and Development of Alternatives	40					160	160	\$ 78,000		\$ 43,610	\$ 8,000						\$ 21,120	\$ 72,730	\$ 150,730	
4.1.4	Support Regulatory Outreach during CEQA through ADEIR					16			\$ 3,440		\$ 15,000	\$ 125,000								\$ 140,000	\$ 143,440
4.2	Administrative Draft EIR and MMRP	20				20	40	40	\$ 26,300		\$ 208,080	\$ 30,000								\$ 238,080	\$ 264,380
4.3	Draft EIR and NOA	20				10	20	20	\$ 15,650		\$ 38,886									\$ 38,886	\$ 54,536
		144	0	60	126	220	220	150	\$ 177,590	\$ 5,840	\$ -	\$ 371,102	\$ 171,000	\$ -	\$ -	\$ -	\$ -	\$ 21,120	\$ 569,062	\$ 746,652	
TOTAL		878	134	396	758	740	716	1838	\$ 1,045,470	\$ 418,350	\$ 274,000	\$ 848,438	\$ 422,500	\$ 241,175	\$ 99,500	\$ 99,810	\$ 70,000	\$ 143,840	\$ 2,617,613	\$ 3,663,083	

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 milestone delivery schedule.

Task	Milestone Delivery	Milestone Completion Date
1.1	Detailed Work Plan, Schedule, and Scope	4/15/22
2.1	Digital folder with background information	4/30/22
2.2	Surveys complete and data reduced	7/31/22
2.3	Coastal Protection Analysis Report	9/30/22
2.4	Interior Drainage Study	12/31/22
2.5	Geotechnical Report	3/31/23
2.6	Corrosion Study Report	12/31/22
2.7.1	Biological Resources Assessment Report	6/30/23
2.7.2	Cultural and Historic Resources Report	3/31/23
2.7.3	Phase II Environmental Site Assessment Report	6/30/23
2.8	Jurisdictional Wetland Determination Report	6/30/23
3.1	30% Plans, Specifications, and Estimate	6/30/23
4.1	Initial Study and Notice of Preparation	6/30/23
4.2	Administrative Draft EIR and Mitigation Monitoring Reporting Plan	12/31/23
4.3	Draft EIR and Notice of Availability	3/31/24

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

Date: October 28, 2024
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer (“CEO”)
Subject: Authorize the CEO to execute Amendment 1 to a contract with Civic Edge Consulting for services to support the implementation of the Millbrae and Burlingame Shoreline Resilience Project outreach plan

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors authorize the CEO to execute Amendment 1 to a contract with Civic Edge Consulting (“CEC”) for services to support the implementation of the Millbrae and Burlingame Shoreline Resilience Project (“MBSRP”) outreach plan.

Background and Discussion

At its May 20, 2024, meeting, the OneShoreline Board authorized the CEO to execute a contract with CEC to develop and support the implementation of an outreach plan for the Project for a not-to-exceed amount of \$100,880. Since contract execution, CEC has worked closely with OneShoreline staff to:

- complete an Outreach Plan that was presented for Board and public feedback on August 26, 2024; and
- implement the Outreach Plan, including soliciting feedback on updated draft project alternatives (the subject of Agenda Item 4C at today’s meeting) from city staff, environmental regulatory permitting agencies, technical experts, landowners, and the broader public.

Outreach Plan implementation has begun, and OneShoreline staff and CEC have identified a need for a contract amendment to add the following three items to CEC’s scope of work:

- 1) Additional CEC support for current outreach on updated draft project alternatives. This includes support from CEC on the series of meetings this fall to solicit feedback on updated draft project alternatives from city staff, environmental permitting agencies, technical experts, landowners, and the broader public. OneShoreline anticipates a total of 30 such meetings, 7 of which have already occurred. CEC provides pre-meeting coordination, co-creates meeting materials, and sends out meeting materials ahead of time.
- 2) A optional task for CEC support during outreach on the preferred project alternative, if needed. OneShoreline anticipates that the same pre-meeting coordination provided by CEC this fall will be needed in early 2025, when OneShoreline completes another round of outreach and engagement to solicit feedback on its draft preferred project alternative, once identified.
- 3) Adjust the scope to add an optional task for on-call support. To provide contingency in the event of other unanticipated project needs, OneShoreline proposes an optional task for CEC to support OneShoreline on additional tasks related to Outreach Plan implementation. This may include language support or outreach along the Bay Trail to engage active users of the shoreline. The optional services in this task must be authorized by OneShoreline’s representative in writing prior to the commencement of work.

The first and second items above are the same scope and the not-to-exceed cost of each item is \$20,095, while the not-to-exceed cost for the third item is \$18,000. Taken together, these three items of additional scope would increase the not-to-exceed amount by \$58,190, resulting in a new not-to-exceed amount of \$159,070. The CEO will continue to update the Board on Project outreach and engagement completed under this contract.

Impact on OneShoreline Resources: The updated contract not-to-exceed amount of \$159,070, combined with not-to-exceed amounts for an amended Task Order 1 that is the subject of Agenda Item 4E (\$3,765,000) and Task Order 2 to determine the Least Environmentally Damaging Practicable Alternative (\$150,000), remains below the \$4.3 million allocated for the Project from its current funding sources: the State Coastal Conservancy and the FEMA BRIC grant that is the subject of Agenda Item 4D. The status of this project’s budget is the subject of Agenda Item 4E. In addition to costs associated with consultants, the MBSRP will continue to demand substantial staff time – both costs are accounted for in the approved FY 2024-25 Budget.

Attachment: Draft Amendment No. 1 to the Agreement Between the San Mateo County Flood and Sea Level Rise Resiliency District and Civic Edge Consulting

**DRAFT AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND CIVIC EDGE CONSULTING**

THIS AMENDMENT TO THE AGREEMENT is entered into effective October 29, 2024, by and between the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”) and Civic Edge Consulting (“Contractor”):

Increase Payment Not to Exceed Amount. Section 3 of the Agreement entitled “Payments” is amended to read as follows:

“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 fifty-nine thousand seventy dollars (\$159,070). 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.”

Exhibit B of the Agreement (Payments and Rates) is amended to read as follows:

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

Under no circumstances shall the amount paid by District to Contractor exceed \$159,070. 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.”

Budget

Millbrae and Burlingame Shoreline Area Protection and Enhancement Project - May 2024 - March 2026



BUDGET	Assumptions	Amber Shipley <i>Managing Partner</i>	Violetta Muselli <i>Director</i>	Sloane Sim / Cristina Ancheta <i>Project Manager / Outreach Manager</i>	Martyn Andres Bonaventura <i>Senior Graphic Designer</i>	Other Direct Costs	Totals
Rates		\$275.00	\$215.00	\$135.00	\$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	0		45
Budget		\$4,125.00	\$5,375.00	\$675.00	\$0.00	\$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				\$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	0		46
Budget		\$3,025.00	\$7,095.00	\$270.00	\$0.00	\$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				\$5,830.00
Content Creation - Project Webpage	Needs assessment and improvements, project updates, added functionality (i.e. timeline)	2	20				\$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			\$1,500.00	\$6,350.00
Additional Support for Project Vetting, Engagement, and Reporting in Phase 2	Includes support for setting up meetings, additional engagement implementation support, and additional reporting support	8	39	35	31	\$600.00	\$20,095.00
OPTIONAL - Additional Support for Project Vetting, Engagement and Reporting in Phase 4	Includes support for setting up meetings, additional engagement implementation support, and additional reporting support	8	39	35	31	\$600.00	\$20,095.00
OPTIONAL - On Call Communications Support	Includes \$10,000 in on call support and \$8,000 in intercept outreach support	10	25	30	35	\$1,100.00	\$18,000.00
Hour		70	294	190	97		651
Budget		\$19,250.00	\$63,210.00	\$17,100.00	\$13,095.00	\$17,300.00	\$138,505.00
TOTALS Tasks 1-3							\$159,070.00

All other terms and conditions of the Agreement shall remain in full force and effect.

For Contractor: Civic Edge Consulting

Contractor signature and printed name

On behalf of the DISTRICT:

Len Materman, CEO

**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.

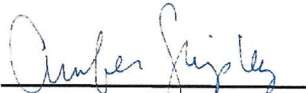
24. Electronic Signatures. The Parties wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law.

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

Amber Shipley
Contractor Name (Print)

June 4, 2024
Date

For District:


Len Materman
Chief Executive Officer

6/4/2024
Date

Exhibit A – Scope of Services

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

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

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.