



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

County Supervisors:

At-Large Lisa Gauthier – Vice Chair
District 3 Ray Mueller

City Representatives:

Coast Debbie Ruddock - Chair
North Donna Colson
Central Adam Rak
South Kaia Eakin
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/89529783559>

or call 669-444-9171 (Meeting ID# 89529783559)

AGENDA

April 28, 2025

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**
 - A. Approve the Minutes of the February 24, 2025 District Board meeting
 - B. Appoint an at-large member to the Colma Creek Citizens Advisory Committee
4. **Regular Business**
 - A. Adopt Resolution 2025-04-28 clarifying OneShoreline ownership in, and title to, property along Colma Creek in South San Francisco (County Assessor’s Parcel Number 011-322-200) for the purpose of granting an easement to the City and County of San Francisco
 - B. Approve an amendment to the Fiscal Year 2024–25 Flood Zones Budget to fund work by the San Mateo County Department of Public Works under an Agreement between OneShoreline and the County
 - C. Authorize the CEO to execute an Agreement with Lotus Water to complete a Colma Creek Watershed Plan
 - D. Authorize the CEO to execute an Agreement with Wood Rogers, Inc. to provide planning and design services for Lower Colma Creek Resilience Projects
5. **Chair’s Report ***
6. **CEO’s Report *** Funding requests to cities & Congress, General Plan Safety Element, climate risks & insurance
7. **Board Member Reports and Items for a Future Agenda ***
8. **Adjournment**

* There is no written staff report for this item

Meeting information, and public access and communications

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

**SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
Board of Directors meeting held in person and remotely via Zoom
February 24, 2025
DRAFT - MINUTES**

1. Roll Call

Chair Ruddock called the meeting to order at 4:03 p.m. via Zoom video conference software.

Acting Clerk of the Board Stephanie Lau took the roll call.

Directors Present:

Debbie Ruddock, Representing Coast (Chair)
Lisa Gauthier, Representing Board of Supervisors, District 4 (Vice Chair)
Marie Chuang, Representing At Large
Donna Colson, Representing Northern San Mateo County Cities
Kaia Eakin, Representing Southern San Mateo County Cities
Adam Rak, Representing Central San Mateo County Cities

Director(s) Absent: Ray Mueller, Representing Board of Supervisors, District 3

Staff Present:

Len Materman, Chief Executive Officer
Brian Kulich, Legal Counsel
Lucy Dong, Director of Finance and Administration
Summer Bundy, Director of Project Management
Johnathan Perisho, Project Manager
Stephanie Lau, Consulting Grant and Communications Advisor and Acting Clerk of the Board
Errol Gabrielsen, Consulting Flood Infrastructure Manager, joined the meeting via Zoom.

2. Public Comment

Public Speaker(s): None

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

- A. Approve the Minutes of the January 27, 2025 OneShoreline Board meeting

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

Ayes: Chuang, Colson, Eakin, Gauthier, Rak, Ruddock
Noes: None
Absent: Mueller
Vote: 6-0-1

4. Regular Business

- A. Adopt Resolution 2025-02-24 authorizing OneShoreline's CEO, or designee(s), design approval authority for public works projects to retain design immunity protection afforded by state law

Len Materman and Brian Kulich spoke on this item.

Director Rak left the room at 4:08 p.m. and returned at 4:08 p.m.

Public Speaker(s): None

Motion made by Director Rak and seconded by Director Chuang to approve this item:

Ayes: Chuang, Colson, Eakin, Gauthier, Rak, Ruddock

Noes: None

Absent: Mueller

Vote: 6-0-1

B. Update on San Francisquito Creek Joint Powers Authority activities and projects

Motion made by Director Rak, seconded by Director Chuang, to move Item 4B after Item 4D.

Ayes: Chuang, Colson, Eakin, Gauthier, Rak, Ruddock

Noes: None

Absent: Mueller

Vote: 6-0-1

Director Mueller joined the meeting in person at 4:10 p.m.

C. Update on OneShoreline's Flood Early Warning System

Len Materman presented on this item. Director Mueller, Director Chuang, Chair Ruddock, Director Colson, Vice Chair Gauthier, Director Rak, and Johnathan Perisho spoke on this item.

Public Speaker(s): Margaret Bruce, Executive Director of the San Francisquito Creek Joint Powers Authority

D. Update on OneShoreline's project to expand participation by local jurisdictions in the FEMA National Flood Insurance Program Community Rating System

Len Materman presented on this item. Director Mueller, Director Eakin, Vice Chair Gauthier, Chair Ruddock, and Johnathan Perisho also spoke on this item.

Director Rak left the room at 4:51 p.m. and returned at 4:53 p.m.

Public Speaker(s): None

B. Update on San Francisquito Creek Joint Powers Authority activities and projects

Len Materman introduced Margaret Bruce, Executive Director of the San Francisquito Creek Joint Powers Authority, who presented on this item. Director Mueller and Chair Ruddock spoke on this item.

Public Speaker(s): Eileen McLaughlin from Citizens Committee to Complete the Refuge

5. Chair's Report

A letter signed by Chair Ruddock, Vice Chair Gauthier, and Len Materman to the 20 cities in San Mateo County will request funding commitments to support OneShoreline operations and projects. Len Materman, Vice Chair Gauthier, Director Rak, and Director Colson also spoke on this item.

Director Eakin left the meeting at 5:25 p.m.

Public Speaker(s): None

6. CEO's Report

Len Materman and Summer Bundy provided update on the draft San Carlos Pulgas Creek Watershed Management Plan. Director Rak also spoke on this item.

Public Speaker(s): None

7. Board Member Reports and Items for a Future Agenda

None.

Public Speaker(s): None

8. Adjournment

The meeting adjourned at 5:33 p.m.

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

Date: April 28, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Appoint an at-large member to the Colma Creek Citizens Advisory Committee

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) approve the reappointment of the following “at-large” member to the Colma Creek Citizens Advisory Committee (“Committee”):

- Lissette Morales, from the City of South San Francisco, for the term expiring on March 31, 2029

Background and Discussion:

Formalized in 2002 by the San Mateo County Board of Supervisors which served as the Board of the San Mateo County Flood Control District, a precursor to the OneShoreline, the Committee provides input and recommendations regarding the operations, maintenance, and capital improvements within the Colma Creek Flood Zone, which includes portions of the Cities of Daly City, Pacifica, San Bruno, and South San Francisco and the entire Town of Colma (collectively, the “Cities”).

The Committee meets quarterly and is staffed by OneShoreline, with support from staff of the County’s Department of Public Works and the Cities. The Committee has nine voting members, including:

- Five members appointed by the city council of each of the Cities, and
- Four “at-large” members appointed by the OneShoreline Board.

Following OneShoreline’s formation on January 1, 2020, the Board assumed the role of governing body of the Committee and responsibility for appointing its “at-large” members. “At large” members serve terms of four years and must be property owners residing within the Colma Creek Flood Zone.

Ms. Lissette Morales was first appointed in 2022, owns property within the Colma Creek Flood Zone in the City of South San Francisco, and wishes to continue serving on the Committee. Ms. Morales brings to the Committee experience as a South San Francisco resident and mother living near Colma Creek and Orange Memorial Park, as well as professional experience as an engineer and project manager.

A list of the current Committee Members is attached.

Fiscal Impact on OneShoreline Resources:

Appointing Ms. Morales does not impact OneShoreline resources; Committee members are not compensated for their service.

Attachment:

Table of each Colma Creek Citizens Advisory Committee member and their term of service.

Members of the Colma Creek Advisory Committee			
Member Name/Designation	Appointed By	Member Since	Term Expiration
<i>City/Town Appointed Representatives (Members)</i>			
Helen Fisicaro, Town of Colma Representative	Colma Town Council	April 1, 2002	March 31, 2026
Christine Boles, City of Pacifica Representative	Pacifica City Council	January 13, 2025	January 1, 2026
Mark Addiego, City of South San Francisco Representative	South San Francisco City Council	July 24, 2024	March 31, 2026
Marty Medina, City of San Bruno Representative	San Bruno City Council	April 1, 2020	March 31, 2026
Dr. Roderick Daus-Magbual, City of Daly City Representative	Daly City Council	January 13, 2022	March 31, 2026
<i>Board Appointed Representatives (Members "At Large")</i>			
Gail DeFries, City of Daly City Member At Large	OneShoreline Board of Directors	April 1, 2002	March 31, 2026
Edward Bortoli, City of South San Francisco Member At Large	OneShoreline Board of Directors	December 31, 2014	March 31, 2026
Ryan Mayfield, City of South San Francisco Member At Large	OneShoreline Board of Directors	April 1, 2020	March 31, 2028
Lissette Morales, City of South San Francisco Member At Large	OneShoreline Board of Directors	December 13, 2022	March 31, 2025

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

Date: April 28, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer
Subject: Adopt Resolution 2025-04-28 clarifying OneShoreline ownership in, and title to, property along Colma Creek in South San Francisco (County Assessor's Parcel Number 011-322-200) for the purpose of granting an easement to the City and County of San Francisco

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District ("OneShoreline") Board of Directors ("Board") adopt Resolution No. 2025-04-28 clarifying OneShoreline's ownership in, and title to, property along Colma Creek in South San Francisco (County Assessor's Parcel No. 011-322-200) for the purpose of granting an easement to the City and County of San Francisco.

Background and Discussion

On April 22, 2024, the Board authorized the Chief Executive Officer ("CEO") to execute a Purchase and Sale Agreement and an Easement Deed with the San Francisco Public Utilities Commission ("SFPUC") for a water pipeline crossing and associated footings and bracings across Colma Creek at Chestnut Avenue in South San Francisco ("Easement") located on Assessor' Parcel No. 011-322-200 ("Subject Property") in exchange for \$73,500.

On December 10, 2019, the San Mateo County Board of Supervisors passed Resolution No. 077113, acknowledging the transfer to OneShoreline, by operation of law, of all assets, liabilities, and benefits previously held by the former San Mateo County Flood Control District, including the Subject Property. However, record title to the Subject Property remains vested in the former San Mateo County Flood Control District.

Thus, as part of the escrow process for the Easement, the title company, Chicago Title, requested that the Board clarify its ownership in, and title to, the Subject Property. Resolution No. 2025-04-28, which has been reviewed and approved by both SFPUC and Chicago Title, responds to that request.

Impact on District Resources

Approval of the Resolution will allow for transfer of the Easement and, as a result, the District's receipt of consideration from SFPUC in the amount of \$73,500.

Attachment

Resolution No. 2025-04-28

DRAFT RESOLUTION NO. 2025-04-28

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
CLARIFYING OWNERSHIP IN, AND TITLE TO, REAL PROPERTY ALONG COLMA CREEK
IN SOUTH SAN FRANCISCO FOR THE PURPOSE OF GRANTING AN EASEMENT
TO THE CITY AND COUNTY OF SAN FRANCISCO**

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

WHEREAS, on September 12, 2019, Governor Newsom signed into law Assembly Bill 825, which renamed the San Mateo County Flood Control District as the San Mateo County Flood and Sea Level Rise Resiliency District and, effective January 1, 2020, changed its governing structure to an independent Board of Directors; and

WHEREAS, on December 10, 2019, the San Mateo County Board of Supervisors passed Resolution No. 077113, a copy of which is attached hereto as Exhibit A, acknowledging the transfer to the San Mateo County Sea Level Rise Resiliency District, by operation of law, all assets, liabilities, and benefits previously held by the San Mateo County Flood Control District; and

WHEREAS, the transfer of San Mateo County Flood Control District assets acknowledged by Resolution No. 077113 included the real property located near the Southwest corner of Mission Road and Chestnut Avenue South San Francisco, California, designated as San Mateo County Assessor’s Parcel Number 011-322-200 and more particularly described in the attached Exhibit B; and

WHEREAS, in connection with the San Francisco Public Utilities Commission Regional Groundwater Storage and Recovery Project, the San Mateo County Flood and Sea Level Rise Resiliency District granted for valuable consideration to the City and County of San Francisco (“City”) a permanent nonexclusive aerial, footing, and pipeline easement interest in, on, over, under, upon, along, and/or across certain portions of the Subject Property (“Easement”); and

WHEREAS, the San Mateo County Flood and Sea Level Rise Resiliency District desires to clarify its ownership in, and title to, the Subject Property for the purpose of granting the Easement to the City.

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the San Mateo County Flood and Sea Level Rise Resiliency District, formerly known as the San Mateo County Flood Control District, represents and warrants that it is the sole fee owner of the Subject Property.

PASSED AND ADOPTED this 28th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

Clerk of the Board of Directors

Chair of the Board of Directors

RESOLUTION NO. 077113

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA,
ACTING AS THE GOVERNING BOARD OF THE SAN MATEO COUNTY FLOOD
CONTROL DISTRICT**

* * * * *

**RESOLUTIONS: A) ACKNOWLEDGING THE TRANSFER OF ALL ASSETS,
LIABILITIES, AND OBLIGATIONS CURRENTLY IN THE NAME OF THE SAN
MATEO COUNTY FLOOD CONTROL DISTRICT TO THE SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, INCLUDING BUT NOT
LIMITED TO, THE TRANSFER OF LAND ASSETS, VENDOR CONTRACTS,
GRANTS, BOND DEBT, PROPERTY TAX REVENUES, AND FUND BALANCES, ON
OR AFTER JANUARY 1, 2020; AND**

**B) AUTHORIZING A MASTER AGREEMENT BETWEEN THE COUNTY OF SAN
MATEO AND THE COUNTY OF SAN MATEO FLOOD AND SEA LEVEL RISE
RESILIENCY DISTRICT (DISTRICT) TO PROVIDE ENGINEERING,
ADMINISTRATIVE, AND FISCAL SERVICES FOR THE CONTINUATION OF SAN
MATEO COUNTY FLOOD CONTROL DISTRICT OPERATIONS AND
MAINTENANCE, AND THE EXPANSION OF FLOOD-RELATED PROJECTS AND
PROGRAMS, FOR A TERM OF JANUARY 1, 2020 TO JUNE 30, 2022 IN AN
AMOUNT UP TO \$2,721,200 PER YEAR FOR A TOTAL NOT-TO-EXCEED AMOUNT
OF \$6,803,000, WITH AN OPTION TO EXTEND THROUGH JUNE 30, 2023 AT THE
SAME ANNUAL RATE, UPON MUTUAL CONSENT (ATTACHMENT A); AND**

**C) AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS, ON OR AFTER
JANUARY 1, 2020, TO TRANSFER THE BALANCE OF THE SAN MATEO COUNTY
FLOOD CONTROL DISTRICT ZONE FUNDS TO THE SAN MATEO COUNTY FLOOD
AND SEA LEVEL RISE RESILIENCY DISTRICT, WITH THE DEPARTMENT OF
PUBLIC WORKS RETAINING 10% OF THE FY 2019-20 BUDGETED RESERVE
FUNDS IN EACH ZONE TO PAY FOR SERVICES THROUGH DECEMBER 31, 2019
AND EXPENDITURES INCURRED ON BEHALF OF THE SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, UNTIL THE END OF THE
CURRENT FISCAL YEAR, WHEN THE REMAINING BALANCE WILL BE
TRANSFERRED TO THE DISTRICT; AND**

**D) AUTHORIZING ALL FUTURE REVENUES OF THE SAN MATEO COUNTY
FLOOD CONTROL DISTRICT, INCLUDING PROPERTY TAX REVENUES FROM
THE COLMA CREEK FLOOD CONTROL ZONE AND SUB-ZONES, THE SAN
BRUNO CREEK FLOOD CONTROL ZONES, THE SAN FRANCISQUITO CREEK
FLOOD CONTROL ZONES, AND THE RAVENSWOOD SLOUGH FLOOD CONTROL
ZONE, TO BE TRANSFERRED TO THE SAN MATEO COUNTY FLOOD AND SEA
LEVEL RISE RESILIENCY DISTRICT, COMMENCING JANUARY 1, 2020 AND
THEREAFTER**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, acting as the Governing Board of the San Mateo County Flood Control District, that

WHEREAS, on January 29, 2019, this District Board of Directors, adopted Resolution No. 076380 in support of the “Flood and Sea Level Rise Resiliency Agency” Proposal for the San Mateo County Flood and Sea Level Rise Resiliency District; and

WHEREAS, on September 12, 2019, Governor Newsom signed into law Assembly Bill 825 (“AB 825”), which renamed the San Mateo County Flood Control District as the San Mateo County Flood and Sea Level Rise Resiliency District (the “District”), changed the governing structure to an independent Board of Directors, and expanded its powers to specifically include “addressing and protecting against the impacts of sea level rise,” effective January 1, 2020; and

WHEREAS, all assets, liabilities, obligations, and benefits held by the County of San Mateo Flood Control District will be assumed by the District as of January 1, 2020; and

WHEREAS, to facilitate the continued operation and maintenance of the District zones and facilitate the District’s transition to an independent Board of Directors, the District must take certain administrative actions; and

WHEREAS, on November 12, 2019, the District’s Advisory Board approved the transfer of all assets, liabilities, obligations and rights to the District, the Master Agreement with the County of San Mateo (in concept), and the proposed retention

percentage of 10% of FY 2019-20 budgeted reserve funds recommended by the Department of Public Works; and

WHEREAS, on December 9, 2019, the Master Agreement will be presented to the District Advisory Committee for approval.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

1. This Board hereby acknowledges the transfer of all assets, liabilities, and obligations currently in the name of the San Mateo County Flood Control District to the San Mateo County Flood and Sea Level Rise Resiliency District, including but not limited to, the transfer of land assets, vendor contracts, grants, bond debt, property tax revenues, and fund balances, on or after January 1, 2020.
2. The County of San Mateo shall enter into a Master Agreement with the County of San Mateo Flood and Sea Level Rise Resiliency District to provide engineering, administrative, and fiscal services for the continuation of District operations and maintenance, and the expansion of flood-related projects and programs, for a term of January 1, 2020 to June 30, 2022, in an amount up to \$2,721,200 per year, for a total not-to exceed amount of \$6,803,000, with an option to extend through June 30, 2023 at the same annual rate, upon mutual consent.

3. The Department of Public Works, on or after January 1, 2020, is authorized to transfer the balance of the San Mateo County Flood Control District zone funds to the San Mateo County Flood and Sea Level Rise Resiliency District, with the Department of Public Works retaining 10% of the FY 2019-20 budgeted reserve funds in each sub-fund to pay for services through December 31, 2019, and expenditures incurred on behalf of the San Mateo County Flood and Sea Level Rise Resiliency District, until the end of the current fiscal year, when the remaining balance will be transferred to the District.
4. All future revenues of the San Mateo County Flood Control District, including property taxes revenues from the Colma Creek Flood Control Zone and Sub-Zones, the San Bruno Creek Flood Control Zones, the San Francisquito Flood Control Zones, and the Ravenswood Slough Flood Control Zone, to be transferred to the San Mateo County Flood and Sea Level Rise Resiliency District, commencing on January 1, 2020 and thereafter.
5. The Director of Public Works, designee, or assignee is authorized to execute contract amendments to the Master Agreement which modify the District's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services as long as the modified term or services is/are within the current or revised fiscal provisions.

6. The Director of Public Works, designee, or assignee is authorized to execute non-substantive additions, clarifications, and other changes as is necessary or advisable to the Master Agreement after consultation with District Counsel.

* * * * *

Regularly passed and adopted this 10th day of December, 2019

AYES and in favor of said resolution:

Supervisors: _____ *DAVE PINE*

_____ *CAROLE GROOM*

_____ *WARREN SLOCUM*

_____ *DAVID J. CANEPA*

NOES and against said resolution:

Supervisors: _____ *NONE*

ABSENT:

Supervisors: _____ *DON HORSLEY*

Carole Groom

*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

S. Sturwal

Assistant Clerk of the Board of Supervisors

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH SAN FRANCISCO, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Parcel 1541-1:

BEGINNING at the most Southerly corner of Parcel I as shown on that certain Map entitled "Record of Survey of a Portion of Parcels 5, 6 & 7 as described in the Deed recorded in Volume 528 or Official Records at Page 195; a portion of 'BURI BURI RENEBO', South San Francisco, California", filed in the office of the County Recorder of San Mateo County, State of California on December 17, 1963 in Book 5 of Licensed Land Surveyors Maps at Page 103; thence along the Southwesterly line of said Parcel I, North 59° 39' 35" West 763.70 feet to the most Westerly corner of said Parcel I, thence along the Northwesterly line of said Parcel I, North 53° 18' 04" East 25.04 feet; thence South 78° 24' 56" East 6.03 feet; thence: South 59°39'35" East 754.10 feet to the Northwesterly line of Chestnut Avenue; thence South 43° 35' West 25.68 feet to the point of beginning.

Parcel Two:

Parcel 1545:

BEGINNING at the most Southerly corner of Parcel One as shown on that certain Map entitled "Record of Survey of a Portion of Parcels 5, 6 and 7 as described in the Deed recorded in Volume 528 of Official Records at Page 195; a Portion of 'Buri Buri Rancho'; South San Francisco, California", which Map was filed on December 17, 1963 in Book 5 of Licensed Land Surveyors Maps at Page 103, Records of Sen Mateo County, State of California; thence from said point of beginning along the Southwesterly line of said Parcel One North 59° 39' 35" West 119.66 feet; thence South 30° 20' 25" West. 50.00 feet; thence South 59° 39' 35" East 107.89 feet; thence North 43° 35' East 51.37 feet to the point of beginning.

Parcel Three:

A portion of that certain parcel of land conveyed to Conchita Stoltman, an unmarried woman, by Deed recorded April 17, 1967, in Book 5295, Official Records of San Mateo County, at Page 109 (Recorders Serial No. 42313-AA) more particularly described as follows:

Beginning at the most Northerly corner of Parcel One in the Deed referred to above, said point lying on the Northeasterly line of the 50 foot wide easement described as Parcel One in the Deed to the City of South San Francisco recorded March 9, 1936. in Book 680, Official Records of San Mateo County, at Page 232 (Recorders Serial No. 75074-C), thence from said point of beginning along the Northeasterly line of said 50 foot easement South 59° 39' 35" East, 191.92 feet to the most Northerly corner of the parcel conveyed to the San Mateo County Flood Control District by Deed recorded October 27, 1975 in Book 6967, Official Records of San Mateo County, at Page 398; thence along the Northwesterly line of said. last named parcel South 30° 20' 25" West 45.00 feet; thence North 59° 39' 35" West 214.31 feet to the Northwesterly line of the lands of Stoltman (42313-AA); thence along said Northwesterly line North 56° 47' 35" East 50.26 feet to the point of beginning

(Continued)

Parcel Four:

BEGINNING. at the Northwestern corner. of the lands conveyed to Raymond Wong et al by Deed recorded October 8, 1975 in Book 6864, Official Records of San Mateo County, at Page 430 (Recorder's Serial No. 57790-AI), said Point of Beginning also being the intersection of the Southeasterly line of Oak Avenue and the Northeasterly line of Mission Road (66 feet. wide) THENCE from said' Point of Beginning along the Northeasterly line of Mission Road South 32° 38' 31" East 56.15 feet; THENCE North 51° 20' 35" East 15.04 feet; THENCE South 58°28'14" East 277.04. feet; THENCE North 57° 58' 56" East 50.26 feet to a point in the Southwesterly line of Lands conveyed to the San Mateo County Flood Control District by Deed from the California Water Service Company recorded September 4, 1975, in Book 6928, Official Records of San Mateo County at Page 148 (Recorder's Serial No. 86375-AI); THENCE along said Southwesterly line North 58° 28' 14" West 340.37 feet to a point in the Southeasterly line of Oak Avenue; THENCE along said Southeasterly line South 54° 29' 25" West.37.67 feet to the Point of Beginning.

Parcel Five:

A portion of that certain Parcel of land conveyed to Edward G. Giavia et al., by that certain Trustee's Deed upon sale recorded February 15, 1968, in Book 5432, Official Records of San Mateo County, at Page 275 (Recorders Series No. 19563AB) more particularly described as follows:

Beginning at the most Northerly corner of said parcel (19563AB) and running thence along Northwesterly line of said parcel South 56° 47' 35" West 50.26 feet; thence South 59°39'35" East 111.75 feet to the Southeasterly line of said parcel conveyed to Giavia; thence, along said Southeasterly line North 56° 47' 35" East 50.26 feet to the Northeasterly line of the 50 foot wide easement described as Parcel One in the Deed to the City of South San Francisco recorded March 9, 1936, in Book 680, Official Records of San Mateo County, at Page 232 (Recorders Series No. 75074-C), said point also being the Easterly corner of the parcel conveyed to Giavia (19563AB); thence along the Northeasterly line of said 50 foot easement North 59° 39' 35" West 111.75 feet to the point of beginning.

APN: 011-322-200

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

Date: April 28, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Approve an amendment to the Fiscal Year 2024–25 Flood Zones Budget to fund work by the San Mateo County Department of Public Works under an Agreement between OneShoreline and the County

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) approve the Proposed Amendment to the Fiscal Year 2024–25 Flood Zones Budget.

Background and Discussion

In June 2024, the Board approved the Fiscal Year 2024-25 Budget for the OneShoreline’s three active Flood Zones: Colma Creek, San Bruno Creek, and San Francisquito Creek. Currently, many activities related to OneShoreline’s management of the Flood Zones, including maintenance of the Colma Creek and San Bruno Creek channels and the San Bruno Creek pump stations and tide gate, are conducted on OneShoreline’s behalf by the San Mateo County (“County”) Department of Public Works. (These County activities are anticipated to be reduced in Fiscal Year 2025-26 and end on June 30, 2026.)

OneShoreline funds the County for this work through an Agreement between the two agencies executed on October 1, 2023 and amended on July 1, 2024 with a term from January 1, 2020 to June 30, 2025. This Agreement authorizes total expenditures by County Public Works of up to \$4.87 million, of which \$1,203,737 has been billed through December 2024 with a remaining balance of \$3,011,193.

For the current fiscal year, it is anticipated that in all expense categories of the three Flood Zones, County costs will remain within the amounts included in OneShoreline’s budget, except for the category of Maintenance Planning, Design and Construction in the Colma Creek Flood Zone. The need for this budget amendment is the Culvert Repair and Replacement Project to reduce flooding during high tides along Colma Creek downstream of Highway 101. In fall of 2024, this Project encountered major challenges related to dewatering the Creek in compliance with environmental permits, and unplanned temporary sheet pile walls were needed to complete work by the end of the permitted work period. If work had not been completed within this timeframe, significantly greater expenses were to be expected.

Impact on District Resources

Funds for the Colma Creek Flood Zone are secured through annual property taxes collected from properties within that Flood Zone. This budget amendment proposes to increase the Colma Creek Maintenance Planning, Design, and Construction category by \$450,000 through the following amendments:

1. Transfer \$300,000 of unused funds from the Capital Project Planning, Design, and Construction category and thus decrease the Capital Project Planning, Design, and Construction category from \$400,000 to \$100,000, and
2. Increase the total expenses of the Colma Creek Flood Zone for FY 2024–25 by \$150,000 from \$3,364,735 to \$3,514,735, which would result in a reduction of year-end reserves by \$150,000.

Attachment

Draft Amended Fiscal Year 2024-25 Flood Zones Budget

San Mateo County Flood & Sea Level Rise Resiliency District
Proposed Amended Flood Zones Budget for Fiscal Year 2024-25

Budget Item	Colma Creek	San Bruno Creek	San Francisquito Creek
REVENUE			
Taxes (Secured Property)	5,257,514	433,833	466,974
Rent and Interest Income	321,023	27,561	8,065
Inter-governmental Revenue	58,357	1,256	1,248
Total Revenue	5,636,894	462,650	476,287
EXPENSES			
General Administration of Flood Zones	246,610	155,699	43,150
Operations & Support Costs Reallocated to Flood Zones	58,000	35,000	15,000
Maintenance Planning, Design & Construction	1,602,500	641,700	31,500
Capital Projects Planning, Design & Construction	100,000	150,000	0
Debt Service on a Bond	1,496,625	0	0
Annual Contribution to SFCJPA	0	0	355,162
Liability and Property Insurance	11,000	20,000	0
Total Expenses	3,514,735	1,002,399	444,812
Total Revenue minus Total Expenses	2,122,159	(539,749)	31,474
Reserves from prior fiscal year	39,283,842	3,444,334	1,377,142
Estimated Reserves at end of FY2024-25	41,406,001	2,904,585	1,408,616

This color indicates that a number is proposed to change in this Amended Flood Zones Budget for FY 2024-25

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

Date: April 28, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer (“CEO”)
Subject: Authorize the CEO to execute an Agreement with Lotus Water to complete a Colma Creek Watershed Plan

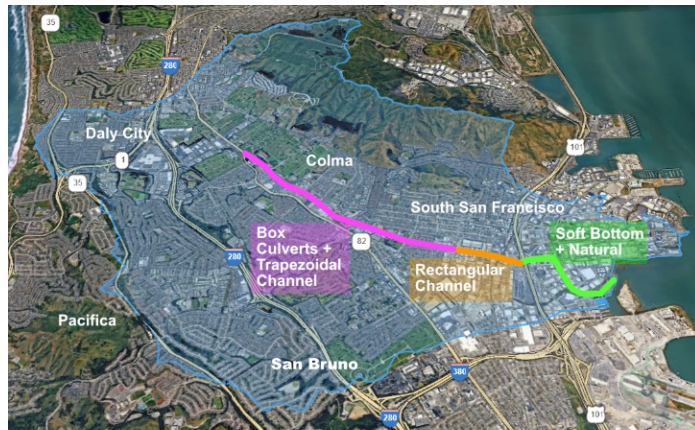
Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) authorize the CEO to execute an Agreement with Lotus Water Engineering (“Agreement”) for an amount not to exceed \$974,825, and authorize a \$20,000 contingency controlled by OneShoreline, to develop and complete a Colma Creek Watershed Plan of Opportunities and Feasibility to Meet Long-term Multi-Benefit Resilience Objectives (“Watershed Plan”).

Background and Discussion

Upon establishment on January 1, 2020, OneShoreline assumed the assets and liabilities of the former San Mateo County Flood Control District, including infrastructure the Flood Control District had built in the Colma Creek Flood Zone between 1964 and 2006.

The Colma Creek Flood Zone encompasses the Colma Creek watershed, approximately 16.6 square miles that includes unincorporated County communities and five cities: South San Francisco, Colma, Daly City, San Bruno, and Pacifica. Colma Creek is a 5.4-mile-long tributary to San Francisco Bay estuary. It is largely comprised of three reaches that are distinct in the shape of the channel and whether the bottom is concrete or natural. The approximately two miles of Creek closest to the Bay is tidally influenced with associated habitat near the Creek mouth.



The engineered sections of Colma Creek, largely located within the City of South San Francisco, were designed to safely convey a historic 50-year storm event under previous tidal conditions. The system is therefore undersized for the climate change impacts of more frequent intense storms and higher tides. Portions of the engineered concrete channel are nearing the end of their useful life due to their age and condition. Much of the watershed is relatively steep, transporting heavy sediment loads and receiving urban runoff, including trash and other contaminants targeted for load reductions under regional stormwater quality permits. Public access to the Creek’s banks is almost non-existent, and the concrete nature of the engineered channel is not inviting for recreation and limits habitat quality. Sea level rise is threatening the tidal habitat and increasingly limits the stormwater capacity of the system, resulting in more frequent flooding. Buildings, parking, roadways, and utilities abutting the Creek limit its adaptive capacity by constraining the areas available for channel widening.

In the context of these many challenges, OneShoreline seeks to, over time, transform Colma Creek from a walled-off liability into a community asset, a vision that aligns well with South San Francisco’s recent land use plans. Building on the Resilient by Design Bay Area Challenge that highlighted a different vision for Colma Creek, and in response to its significant infrastructure challenges, OneShoreline recognized the need for a watershed-scale approach to create a comprehensive, long-term plan to strengthen resilience to

current and future flooding, improve water quality, restore ecosystem functions, expand recreational opportunities, and enhance public safety along the Creek corridor. With previous local and regional efforts as a foundation, the Watershed Plan will articulate a long-term vision and holistic approach to managing stormwater, identify priority projects that leverage opportunities created by South San Francisco's General Plan update and Lindenville Specific Plan, and serve as a basis for design and implementation grant applications for all participating agencies.

Procurement Process

Prior to releasing a Request for Proposals ("RFP") to develop and complete a Colma Creek Watershed Plan, OneShoreline presented the draft RFP to a Technical Advisory Committee of Public Works Directors from Flood Zone jurisdictions and to the Colma Creek Citizens Advisory Committee. With their feedback, on January 27, 2025, the proposed RFP was discussed with the Board and released to the public. OneShoreline received four proposals from consultant teams and in March, two teams were interviewed by a panel of staff from OneShoreline, South San Francisco, Daly City, and San Mateo County. This panel unanimously selected the Lotus Water team based on criteria including the quality of the proposal, alignment with OneShoreline objectives, and local knowledge and experience of the proposing firms and their staff.

Scope of Work and Approach

The consultant team's key tasks in developing the Watershed Plan include: project management; engagement with partners and the public; review of existing and ongoing plans and reports; defining and refining resilience targets (e.g. design storm events); and new studies and modeling related to alternative channel configurations and alignments, floodplain and setback scenarios leveraging land use opportunities and green infrastructure. A wide range of conceptual opportunities will be considered, including channel modifications, upper watershed detention and treatment basins, nature-based solutions and ecosystem restoration, public access and safety improvements, and policy options such as changes to local zoning and building codes. The process will consider, screen, and prioritize actions that are both meaningful and achievable. For each proposed project, the Watershed Plan will identify lead and partner agencies, estimated implementation phasing, timelines, and costs, as well as funding status and potential grant opportunities.

This effort will be carried out in collaboration with engineering and planning staff from the jurisdictions that make up the watershed/Flood Zone, with the Colma Creek Citizens Advisory Committee, and through targeted engagements with community-based organizations, tribal representatives, and regional experts. Updates on project work will periodically be presented to the Board.

Impact on District Resources

This Agreement's proposed not-to-exceed amount is \$974,825. OneShoreline staff also propose that the Board authorize a \$20,000 contingency controlled by OneShoreline to meet unanticipated needs in completing the scope of work. This Agreement will be funded from property taxes collected within the Colma Creek Flood Zone. In addition to costs associated with Project consultants, the Project will require OneShoreline staff time, the costs of which are accounted for in the proposed Flood Zones Budget Amendment for FY 2024-25 (Board meeting Agenda item 4B) and will be also included in the FY 2025-26 Flood Zones Budget that will be presented to the Board for approval in late June.

Attachment

Draft Agreement with Lotus Water Engineering for a Colma Creek Watershed Plan

**AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND LOTUS WATER ENGINEERING**

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 Lotus Water Engineering ("Contractor") (together, the "Parties") effective May 1, 2025.

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 the Colma Creek Watershed Plan of Opportunities and Feasibility to Meet Long-term Multi-Benefit Resilience Objectives.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference:
 - Exhibit A—Scope of Services
 - Exhibit B—Payments and Rates
 - Exhibit C—Schedule
2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. No work for any task within Exhibit A by Contractor shall commence or be billable to District without prior written authorization by District.
3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District's total fiscal obligation under this Agreement exceed Nine Hundred Seventy Four Thousand Eight Hundred and Twenty Five Dollars (\$974,825). 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 1, 2025 through March 31, 2027.
5. **Time of Performance.** The services shall be performed on a timely, regular basis in accordance with the Schedule set forth in Exhibit C.
6. **Standard of Care.** As a material inducement to District to enter into this Agreement, Contractor hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, and will perform the services to a standard of reasonable professional care, for similar services on similar projects of like size and nature performed.
7. **Standard of Performance.** Contractor shall perform all work under this Agreement to all recognized applicable professional standards and pursuant to the above stated Standard of Care. Contractor hereby

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

8. Termination.

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

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

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

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

10. Contract Materials. Upon expiration or termination of this Agreement, all finished or unfinished work products, documents, data, studies, maps, photographs, and other materials and efforts conducted by Contractor under this Agreement shall become the property of District and shall be promptly delivered to District.

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

12. Hold Harmless. Contractor shall indemnify and hold harmless District and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for or on account of: (a) injuries to or death of any person, including Contractor or its employees/officers/agents; (b) damage to any property of any kind whatsoever and to whomsoever belonging; and/or (c) any other loss or cost, including, without limitation, that caused by the concurrent active or passive negligence of District and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and hold harmless under this section shall not apply to injuries or damage for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty

of Contractor to indemnify and hold harmless as set forth by this section shall continue after termination of the Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

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

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

15. Insurance.

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

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

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

Comprehensive General Liability..... \$2,000,000
Motor Vehicle Liability Insurance..... \$1,000,000
Professional Liability..... \$1,000,000

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

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

16. Compliance With Laws.

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

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

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

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

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

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

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

(c) Contractor agrees upon reasonable notice to provide to District or its authorized representative, to any Federal or State department having monitoring or review authority, and/or to any of their respective

audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

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

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

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

In the case of District, to:

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

In the case of Contractor, to:

Name/Title: Eric Zickler, Principal
Address: 660 Mission Street, Suite 200, San Francisco, CA 94105
Telephone: 415-800-6805
Email: ezickler@lotuswater.com

21. Confidentiality. Contractor, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of District. Contractor covenants that all such confidential data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement shall not be disclosed by Contractor without written authorization by District. District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to District upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain;
- b. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Contractor before entering into this Agreement;
- d. Information developed by Contractor through its work with other clients; and

- e. Information required to be disclosed by law or regulation, including, but not limited to, the California Public Records Act or subpoena, court order, or administrative order.

22. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by District of any payment to Contractor constitute or be construed as a waiver by District of any breach of this Agreement, or any default which may then exist on the part of Contractor, and the making of any such payment by District shall in no way impair or prejudice any right or remedy available to District with regard to such breach or default.

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

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

DRAFT

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:

Eric Zickler
Principal

Date

For District:

Len Materman
Chief Executive Officer

Date

DRAFT

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.

DRAFT



OneShoreline

Building Solutions for a Changing Climate

1700 S. El Camino Real, Suite 502

San Mateo, CA 94402

Attention: Johnathan Perisho

Proposed Work Plan for
COLMA CREEK
WATERSHED PLAN

of Opportunities and Feasibility to Meet Long-Term
Multi-Benefit Resilience Objectives

APRIL 18, 2025



Lotus Water
engineering

660 Mission Street, Suite 200
San Francisco, CA 94105
(415) 800-6805 | www.lotuswater.com

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Cover Image: Colma Creek shoreline (courtesy of San Bruno Mountain Watch)



TASK 1 PROJECT MANAGEMENT + ENGAGEMENT

Task 1 will be split into two subtasks:

- Task 1.A. focused on project management
- Task 1.B. focused on engagement with jurisdictional partners, technical experts, and the wider community

Task 1.A The Lotus Team's initial efforts will consist of developing a project management and project communication plan. The project management plan will be developed in coordination with OneShoreline's project manager (OneShoreline PM) to establish expectations and protocols for managing the project's budget, schedule, deliverables, quality management, records of decision, and internal project communication between Lotus project manager and OneShoreline PM. The project communication plan will be developed to establish clear goals and protocols for project partner engagement as well as the structure and expectations for the Project Advisory Committee.

Throughout the project, the Lotus Team will work to keep the project on schedule by maintaining regular communication, issuing periodic reminders about impending deadlines, and following up quickly on requests for additional information. We will maintain a log to track issues by assigning a unique identifier, priority, potential impacts to schedule, responsible parties, method and timeline of resolution, as well as a QA/QC manager to ensure each issue is properly resolved. Lotus will submit monthly written Progress Reports to detail work completed, next steps, and budget/schedule status.

Upon written notice to proceed, Lotus will schedule a kickoff meeting with OneShoreline PM and appropriate agency staff to review key aspects of the system and the preliminary work plan, identify hot spots and known data needs, and build consensus for specific Project goals and objectives. Lotus will be prepared to discuss the project scope, assumptions, approach, schedule, and communications protocol. Prior to the meeting, Lotus will prepare an agenda for review and approval by OneShoreline. This will be an opportunity to hear directly from staff at the outset and use that input to make any necessary revision to the work plan and timeline.

Regular check-ins between Lotus, OneShoreline PM, and other relevant consultants and agency staff will include bi-weekly video conference calls to review ongoing tasks and coordinate upcoming partner involvement. Lotus will prepare an agenda prior to each meeting addressing key tasks to be completed and challenges to be addressed. In some cases, Lotus may suggest that the biweekly meeting time be used to hold a special focus group meeting with certain agency staff. As needed, Lotus can come to your San Mateo office for in-person work sessions.

Task 1.B Task 1.B will be focused on education and engagement efforts with jurisdictional stakeholders, technical experts, and community members, led by teammate Civic Edge. The Lotus Team will leverage Civic Edge, who has established relationships across participating jurisdictions and committees, to craft communication materials and messaging, engage partners, and facilitate partner workshops and Advisory Committee meetings with support and input from the technical team. Throughout the Project, Civic Edge will support the Project Team with scheduling and messaging updates to the Colma Creek Citizens Advisory Committee, Technical Advisory Committee, appropriate City Council/planning commissions, and coordination with municipal staff that serve communities within the Colma Creek Flood Zone: South San Francisco, Colma, Daly City, San Bruno, Pacifica, and unincorporated San Mateo County. Civic Edge will also coordinate logistics and facilitate the three



jurisdictional stakeholder workshops identified in Task 3. Civic Edge will be supported by CMG and Hassell and collaboratively produce clear graphics, content, and presentation materials to translate complex and technical analysis into clear relatable concepts and language for the jurisdictional stakeholders.

In addition to jurisdictional engagement, Civic Edge will lead as needed public communications and community engagement efforts. In collaboration with OneShoreline, Civic Edge will create a community education and engagement plan. This plan will include options for engaging the wider community to provide feedback at key project milestones. Options could include an online survey tool on the draft Task 3 planning criteria and a community workshop when draft scenarios are complete.

If the as needed community engagement work is approved by OneShoreline, activities may include planning, logistics, preparation of materials, promotion, and coordination with the technical team to ensure public-facing materials are easy to read and there is a clear articulation of how community feedback will influence the project. Alignment with advisory committee work will also be considered.

After any engagement activities, the Civic Edge team will collaborate with OneShoreline staff and technical experts to report out what was heard and ensure documentation on public-facing materials.

Deliverables

- ✓ Preliminary workplan and schedule, Project Management Plan and Communication Plan
- ✓ One (1) in-person project kickoff meeting with OneShoreline and the Lotus Team
- ✓ Bi-weekly progress meetings (video conference calls) with OneShoreline, including meeting minutes
- ✓ Eight (8) project-specific meetings for the Colma Creek Project: San Mateo-Utah Ave (Assumes 2 years)
- ✓ Detailed monthly progress reports and log of issues to accompany invoices
- ✓ Eight (8) meetings with individual jurisdictions or stakeholders, as needed, on general approach and updates
- ✓ Twelve (12) Project Advisory Committee Meetings
- ✓ One (1) Communications and Community Engagement-Focused Section of the Project Communication Plan
- ✓ Public communication and community engagement efforts as needed

TASK 2 EXISTING CONDITIONS REVIEW + CASE STUDY COMPILATION

Task 2 will be split into two subtasks:

- Task 2.A. focused on reviewing existing plans and reports
- Task 2.B. focused on reviewing and presenting relevant case study analysis as needed

Task 2.A. Lotus will begin reviewing existing plans and reports that are relevant to the watershed and the goals of the project shortly after the kickoff meeting. The Lotus Team will compile these data inputs and create a detailed inventory that will be provided to OneShoreline and updated throughout the project duration as needed. During this phase of work, the Lotus Team will also provide OneShoreline with a comprehensive RFI to try and minimize additional external requests, although it is anticipated that additional requests may be submitted during future phases of work.



Task 2.B. The Lotus Team has conducted significant relevant case study research on jurisdictions at the forefront of urban flood resilience policy and program development in the United States. Examples include studies on land acquisition and flood buy out programs, and research on interagency guidance documents to guide climate resilient public infrastructure development. To support the development of relevant programs and policies for the Colma Creek Watershed Plan, the Lotus Team will draw on this previous case study research and incorporate it into analyses and informational materials as requested by OneShoreline. It is anticipated that most case study research will already be complete, but if additional analysis is requested, the primary methodology will be desktop analysis. Case Study overviews and lessons learned will be compiled in PowerPoint presentation slides to be shared with the Colma Creek Citizens Advisory Committee, Technical Advisory Committee, and municipal staff as requested.

Deliverables

- ✓ Inventory of plans, reports, papers, and available data
- ✓ Requests for Information
- ✓ One set of (1) Case Study PowerPoint slides and source files as needed

Assumptions

- OneShoreline will be responsible for distributing external RFI's and coordinating responses

TASK 3 DEVELOP PLANNING CRITERIA, ASSUMPTIONS + WATERSHED CONCEPT DEVELOPMENT

Task 3 will be split into three subtasks:

- Task 3.A focused on developing planning criteria and assumptions, and
- Task 3.B focused on identifying watershed-wide GSI concepts, and
- Task 3.C focused on developing the full suite of concepts to be modeled in Task 4

Task 3.A. Task 3.A will be initiated upon completion of the review of existing information task; the Lotus Team will work with OneShoreline and project partners to establish planning criteria, assumptions, and a range of concepts. During this task the Lotus Team will prepare a detailed technical approach for Task 3.B, Task 3.C. and Task 4, including planning and concept design criteria, proposed design storms to be evaluated, and sea level rise scenarios to be used as boundary conditions for modeling purposes. The Lotus Team will leverage teammate Paradigm's recent experience in developing and updating the most recently approved County hydrology to refine design storm inputs, while bringing Lotus' most recent hydraulic modeling experience with SFO and Colma Creek to establish downstream boundary conditions. Lotus proposes submitting a draft Project Criteria and Assumption Outline to OneShoreline, collecting feedback and refining, and then initiating **Workshop 1** with project stakeholders. Lotus will produce a "Planning Criteria and Assumptions" PowerPoint deck to support the workshop. The purpose of this first workshop will be to build consensus on the approach and relevant boundary conditions described above. While this topic may be revisited as an agenda item in subsequent workshops, it will not be the primary focus. After the first workshop, Lotus will finalize the Planning Criteria Outline and submit to OneShoreline.

Task 3.B. As part of Task 3, the Lotus Team will conduct a comprehensive screening of watershed-wide sites and GSI project opportunities previously identified through the San Mateo Countywide Stormwater Resource Plan and local GI Plans with a focus on identifying GSI projects with potential to dampen peak flows to Colma



Creek. A screening framework will be developed and will be tailored to identify and prioritize project sites focused on maximizing stormwater capture for flood management and resiliency. Projects in some areas of the county will not be feasible for implementation due to physical constraints, such as the presence of steep slopes, critical areas, structures, and utilities. The screening criteria will consider local design guidance for GSI projects, as well as best professional judgement based on experience implementing similar projects. Opportunities will be screened for characteristics that are considered infeasible through a high-level feasibility evaluation. A preliminary list of potential screening criteria that may be considered are listed below:

- Ownership type.
- Minimum parcel size.
- Minimum impervious area managed.
- Feasible GSI such as rainwater capture, subsurface storage, and surface retention.
- Stormwater volume managed
- Proximity to known areas of flood risk
- Priority land uses and building classes.

Expanding on past analyses such as the Stormwater Resource Plan work to focus on flood resiliency, instead of water quality only, will help to understand and quantify the maximum potential for stormwater capture from projects upgradient of Colma Creek (prior to channel design scenarios). Once screening criteria are finalized and applied to watershed-wide project opportunities, outcomes will be provided to OneShoreline for review. The results of Task 3.B. will feed into Task 3.C and the hydrologic modeling scenarios developed under Task 4.

Task 3.C.

The Lotus Team will start Task 3.C. by compiling the full inventory of project concepts developed by previous planning efforts in the watershed, including screened projects from the San Mateo Countywide Storm Water Resource Plan (Task 3.B.), the Sustainable Streets Master Plan, and Resilient-by-Design. Additionally, the team will bring forward any known projects associated with the South San Francisco Storm Drain Master Plan that Lotus is currently leading.

The team will work collaboratively to refine existing concepts and develop several new watershed-scale concepts to be evaluated through Task 4 modeling. These concepts will include, but not be limited to, re-imagining the public ROW, unlocking the potential of public parcels, channel retrofits, private parcel retrofits/redevelopment opportunities, and other land use modifications that support Project goals of increased system capacity, water quality improvement, watershed resilience, and public safety. Channel retrofit concepts will include both short-term and long-term solutions. Shorter-term solutions may include both structural and naturalized solutions, such as channel widening, removing concrete from the channel, reconfiguration of intersections with the various ROWs (e.g. bridges), and other solutions that can be implemented with regard to a narrower set of constraints. Longer-term solutions will include consideration of significant changes to the creek, including abandoning its currently alignment to allow the channel to return to a form that may reflect its historical natural alignment and interface with the San Francisco Bay. These solutions will reimagine the creek and contemplate the removal of a wider range of constraints. They will likely include significant potential changes to land use and the removal or reconfiguration of existing linear infrastructure (e.g. Caltrain). To develop and analyze both short and long-term solutions, the team will rely on modeling and core engineering team members



as well as specific team expertise including fluvial geomorphologists, structural engineers, and other specialties as-needed.

Project concepts will be mapped and cut sheets will be developed to illustrate the concept, describing major project elements and benefits. The concepts will be compiled into a slide deck for review by OneShoreline and ultimately for use in **Workshop 2**, where the team will solicit input on the concepts from project partners to further develop existing ideas. After the workshop, the Lotus Team will work with OneShoreline to create a refined list of concepts to be modeled as part of Task 4, initiating an iterative process to test project concepts for their hydrologic and hydraulic performance.

Output from Task 4 activities, which will include testing concepts from Workshop 2, in addition to any new concepts generated (see Task 4 below), will be used to refine and update the index of watershed concepts. In addition to technical performance refinements, concepts will be presented diagrammatically, illustratively, and/or using maps as needed. These concepts will be compiled into a slide deck for review by OneShoreline and used in **Workshop 3**, where OneShoreline and other project partners will provide input and direction on which concepts to carry forward as part of an overall Watershed Plan and into the prioritization process described in Task 5.

Deliverables

- ✓ Planning Criteria and Assumptions Outline Draft/Final
- ✓ Planning Criteria and Assumptions PowerPoint
- ✓ One (1) Planning Criteria and Assumptions Workshop (Workshop 1)
- ✓ All datasets used to conduct the Task 3.B screening in a geodatabase
- ✓ Task 3.B opportunities exported to map set for review by OneShoreline
- ✓ Spreadsheet of comprehensive list of all project opportunities
- ✓ Two (2) Watershed Concept PowerPoints
- ✓ Workshop 2 – Watershed Concept Development
- ✓ Workshop 3 – Watershed Concept Refinement

Assumptions

- Workshops will be no more than 3 hours each
- Format for workshops will be hybrid (in-person and virtual options) with no more than 20 participants

TASK 4 DEVELOP + ASSESS SCENARIOS

As described above, Task 4 will be sequenced into an iterative process with Task 3. This approach is meant to use the hydrologic and hydraulic models to test concepts and ideas generated in previous work, as well as ideas and input from the Lotus Team and project partners gathered in **Workshop 2**. The modeling will also be used to inform the location, spatial distribution, configuration, and the magnitude of changes to overall watershed hydrology and channel geometry to reduce flooding. The primary input to Task 4 will be the Planning Criteria and Assumptions developed as part of Task 3.A, and secondary inputs will include concepts spatially located for modeling purposes developed in Tasks 3.B and 3.C. Model output from Task 4 will be presented along with refined watershed concepts and policy recommendations in **Workshop 3** as described above.



Channel Scenarios: The Lotus Team will model up to four (4) channel design scenarios/configurations with up to three (3) design storm events defined in Task 3. Design scenarios are to include assumptions of physical conditions, such as concrete channel, elevated concrete flood walls with soft bottom, woody vegetation, expanded channel/floodplain widths, floodable parks, etc. Initial model results will be reviewed with OneShoreline and the TAC to inform selection of refined modeling scenarios.

Watershed Stormwater Capture: The Lotus Team will leverage hydrologic models prominently used throughout San Mateo County for regional planning efforts to inform opportunities for stormwater capture, with a focus on dampening peak stormwater flows in the Colma Creek watershed. Lotus Team member, Paradigm, were the lead developers for regionally calibrated, peer-reviewed hydrologic models that will be used for this analysis. Existing models, such as those used in the Colma Creek Hydrology and Hydraulic Modeling Analysis and the Countywide Reasonable Assurance Analysis for addressing PCBs and mercury loads to the Bay, will be reviewed and configured to simulate runoff contributions to the Colma Creek channel under baseline conditions. Additionally, the stormwater capture and benefits of the concepts identified in Task 3 will be modeled and quantified. The resulting hydrologic output from these scenarios will be paired with the analysis of channel scenarios and concept prioritization from Task 5 to inform final model design scenario.

Additionally, the Lotus team will conduct modeling which presents the theoretical maximum that could be achieved through GSI and other stormwater capture projects upstream of Colma Creek. This modeling will be based on modeling outputs from previous efforts including the Countywide Reasonable Assurance Analysis and the Stormwater Resource Plan. This will allow OneShoreline to consider the quantification of progress towards capture and resiliency goals for both Task 3 project concepts and the theoretical maximum that could be achieved through GSI and other stormwater capture projects upstream of Colma Creek.

Floodplain and Setback Analysis: The Lotus team will use the channel scenario analysis, watershed stormwater capture results, and flood mapping to recommend setbacks from the existing channel and additional land use tools to increase flood resilience in the channel floodplain; recommendations will consider a range of land-use tools to support implementation including changes to zoning, building code updates, rights of first refusal, and other regulatory and programmatic mechanisms. Once approved by OneShoreline, the recommendations will be turned into guidelines. The guidelines will be developed in the context of the flood resilience guidance that has already been produced or is in the process of being produced for county jurisdictions including the *Planning Policy Guidance for Resilient Public Infrastructure in San Mateo County* which Lotus is currently supporting.

As part of this task and performed in conjunction with Task 4 modeling, the Lotus team will develop generalized estimates of stormwater capture potential by land use type; this will be scaled across spatial land use data for all area within the Colma Creek Flood Zone: South San Francisco, Colma, Daly City, San Bruno, Pacifica, and unincorporated San Mateo County.

Deliverables

- ✓ Electronic model files, inputs, and outputs in both table and spatial map (ArcGIS with metadata) formats; parcel and land use GIS file with metadata
- ✓ Floodplain and Setback Guidelines and Recommendations Technical Memorandum (Draft/Final)



Assumptions

- Scope is expected to include design scenario variations with combinations of initial model design scenarios. Scope to include up to two design scenarios with up to two design storm events.

TASK 5 EVALUATE PROJECTS + DEVELOP IMPLEMENTATION PLAN

The Lotus Team will collaborate with OneShoreline to develop a transparent, logical, and repeatable prioritization method for ranking concepts that are technically feasible, provide multiple benefits, have potential for grant funding, while creating efficiencies via synergies with other planned projects or watershed system elements.

Lotus will combine model output with information generated from the watershed concept development work in Task 3 to apply a ranking methodology, approved by OneShoreline, to create a prioritized list of project concepts across the watershed. Lotus will continually evaluate implementation ability based on technical feasibility, operation and maintenance needs, and cost to screen out projects that do not meet minimum criteria. A basic conceptual/schematic graphic, summary description, and engineer's estimate of probable cost will be produced for watershed concepts and will be summarized in a memorandum.

Deliverables

- ✓ Memorandum summary of key findings and recommendations (Draft/Final)
- ✓ One (1) Prioritization Methodology Meeting with OneShoreline
- ✓ Spatial graphics (pdfs and GIS files) and associated tables for recommended priority projects

TASK 6 FINAL REPORT

The Lotus Team will summarize study findings and recommended next steps. Deliverables for Tasks 3–5 shall be compiled and presented in a format accessible by both technical and non-technical audiences.

Deliverables

- ✓ Annotated Outline
- ✓ Final Report (administrative draft, draft, and final)

Assumptions

- Channel Scenarios and Watershed Stormwater Capture Technical Memorandum to be included in Final Report



Exhibit B – Payments and Rates

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

Under no circumstances shall the amount paid by District to Contractor exceed Nine Hundred Seventy Four Thousand Eight Hundred and Twenty Five Dollars (\$974,825). 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.

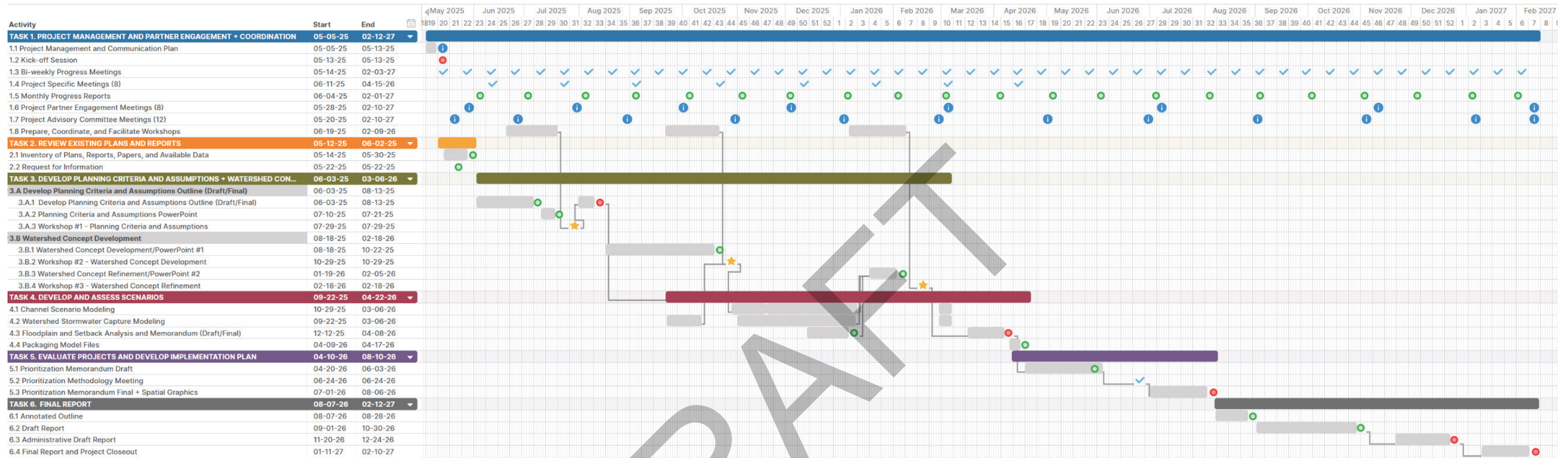
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Exhibit C – Schedule

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

DRAFT

PROPOSED SCHEDULE



LEGEND

- Work Duration
- Major Milestone/Deliverable
- Minor Milestone/Deliverable
- i City, Interagency, Advisory Committee Meeting
- ✓ Coordination/Progress Meeting
- ★ Workshop

DRAFT

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

Date: April 28, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer (“CEO”)
Subject: Authorize the CEO to execute an Agreement with Wood Rogers, Inc. to provide planning and design services for Lower Colma Creek Resilience Projects

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) authorize the CEO to execute an Agreement with Wood Rogers, Inc. (“Agreement”) for an amount not to exceed \$1,463,019, and authorize a \$30,000 contingency controlled by OneShoreline, to provide planning and design services for the Lower Colma Creek Resilience Projects (“Project”).

Background and Discussion

Upon establishment on January 1, 2020, OneShoreline assumed the assets and liabilities of the former San Mateo County Flood Control District, including the infrastructure built in the Colma Creek Flood Zone between 1964 and 2006. OneShoreline staff have identified the reach of Colma Creek between San Mateo Avenue and Utah Avenue as a high priority for near-term intervention due to the condition of this infrastructure, opportunities informed by the Resilient by Design Bay Area Challenge and South San Francisco’s recently adopted Lindenville Specific Plan and General Plan Update.

Prior to releasing a Request for Proposals (“RFP”) for this Project, OneShoreline presented, and received feedback on, the draft RFP to a Technical Advisory Committee of Public Works Directors from Flood Zone jurisdictions and to the Colma Creek Citizens Advisory Committee. The RFP was released on January 7, 2025, and OneShoreline received three proposals from consultant teams, and all three teams were interviewed in March by a panel of staff from OneShoreline, South San Francisco, and San Mateo County. This panel unanimously selected the Wood Rogers team based on criteria including the quality of the proposal, alignment with OneShoreline objectives, and experience of the proposing firms and staff.

The scope of work includes conceptual design for “no-regret” improvements, a feasibility study, and associated survey, inspection, geotechnical investigation, permitting technical support, public engagement, and interfacing with the consultant team working on the Colma Creek Watershed Plan that is the subject of the previous Agenda item. The Wood Rogers team would develop conceptual engineering (10% to 30%) designs with stamped engineer reports demonstrating project feasibility. OneShoreline staff consider this first phase key due to a range of potential project alternatives and benefits in this reach of Creek. While the Agreement before the Board at this meeting is focused on deliverables of early design, OneShoreline is open to the possibility that, at the Board’s discretion, the Agreement may be amended to authorize subsequent work to achieve later design milestones, CEQA and permitting support, and services during construction. As the Project progresses, the CEO will return to the Board with updates on the design before seeking to amend the Agreement to authorize additional work.

This 15-month effort will be carried out in collaboration with engineering and planning staff from the jurisdictions within the Flood Zone, Colma Creek Citizens Advisory Committee, and through targeted engagements with community-based organizations, tribal representatives, and regional experts.

Impact on District Resources

The Agreement’s proposed not-to-exceed amount is \$1,463,019. OneShoreline staff also propose that the Board authorize a \$30,000 contingency controlled by OneShoreline to meet unanticipated needs in completing the scope of work. The Agreement will be funded from property taxes collected within the Colma Creek Flood Zone. In addition to costs associated with Project consultants, the Project will require OneShoreline staff time, the costs of which are accounted for in the proposed Flood Zones Budget Amendment for FY 2024-25 (Board meeting Agenda item 4B) and will be also included in the FY 2025-26 Flood Zones Budget that will be presented to the Board for approval in late June.

Attachment

Draft Agreement with Wood Rogers, Inc. for the Lower Colma Creek Resilience Projects

**AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND WOOD ROGERS, INC.**

This Agreement is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district ("District"), and Wood Rogers, Inc. ("Contractor") (together, the "Parties") effective May 1, 2025.

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 providing planning and design services for the Lower Colma Creek Resilience Projects.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference:
 - Exhibit A—Scope of Services
 - Exhibit B—Payments and Rates
 - Exhibit C—Schedule
2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. No work for any task within Exhibit A by Contractor shall commence or be billable to District without prior written authorization by District.
3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District's total fiscal obligation under this Agreement exceed One Million Four Hundred Sixty-Three Thousand Nineteen Dollars (\$1,463,019). 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 1, 2025 to July 31, 2026.
5. **Time of Performance.** The services shall be performed on a timely, regular basis in accordance with the Schedule set forth in Exhibit C.
6. **Standard of Care.** As a material inducement to District to enter into this Agreement, Contractor hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, and will perform the services to a standard of reasonable professional care, for similar services on similar projects of like size and nature performed.
7. **Standard of Performance.** Contractor shall perform all work under this Agreement to all recognized applicable professional standards and pursuant to the above stated Standard of Care. Contractor hereby

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

8. Termination.

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

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

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

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

10. Contract Materials. Upon expiration or termination of this Agreement, all finished or unfinished work products, documents, data, studies, maps, photographs, and other materials and efforts conducted by Contractor under this Agreement shall become the property of District and shall be promptly delivered to District.

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

12. Hold Harmless. Contractor shall indemnify and hold harmless District and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for or on account of: (a) injuries to or death of any person, including Contractor or its employees/officers/agents; (b) damage to any property of any kind whatsoever and to whomsoever belonging; and/or (c) any other loss or cost, including, without limitation, that caused by the concurrent active or passive negligence of District and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and hold harmless under this section shall not apply to injuries or damage for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty

of Contractor to indemnify and hold harmless as set forth by this section shall continue after termination of the Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

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

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

15. Insurance.

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

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

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

Comprehensive General Liability.....	\$2,000,000
Motor Vehicle Liability Insurance.....	\$1,000,000
Professional Liability.....	\$1,000,000

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

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

16. Compliance With Laws.

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

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

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

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

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

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

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

(c) Contractor agrees upon reasonable notice to provide to District or its authorized representative, to any Federal or State department having monitoring or review authority, and/or to any of their respective

audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

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

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

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

In the case of District, to:

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

In the case of Contractor, to:

Name/Title: Dan Matthies, Principal
Address: 3301 C Street, Bldg. 100-B, Sacramento, CA 95816
Telephone: 510-208-0342
Email: DMatthies@WoodRodgers.com

21. Confidentiality. Contractor, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of District. Contractor covenants that all such confidential data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement shall not be disclosed by Contractor without written authorization by District. District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to District upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain;
- b. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Contractor before entering into this Agreement;
- d. Information developed by Contractor through its work with other clients; and

- e. Information required to be disclosed by law or regulation, including, but not limited to, the California Public Records Act or subpoena, court order, or administrative order.

22. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by District of any payment to Contractor constitute or be construed as a waiver by District of any breach of this Agreement, or any default which may then exist on the part of Contractor, and the making of any such payment by District shall in no way impair or prejudice any right or remedy available to District with regard to such breach or default.

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

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

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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:

Dan Matthies
Principal

Date

For District:

Len Materman
Chief Executive Officer

Date

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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.

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PHASE 1 (PLANNING PHASE)

Task 1 Project Management, Work Plan, Meetings, and Coordination

Wood Rodgers will perform project coordination with OneShoreline, sub-consultants, appropriate agencies, and other stakeholders for meetings, correspondence, project documentation, document reviews, and responses to comments. Attendance from key team members at weekly progress meetings has been assumed. Tasks include:

- 1.1 **Kick-off Meeting** – Introduce the project team, review project schedule and deliverables, identify date and time for regular progress meetings, and discuss project communication.
Assumptions: one two-hour in-person (excluding travel) meeting for key staff with virtual attendance for non-key staff
- 1.2 **Schedule** – provide as-needed updates to the project schedule
Assumptions: Up to four updates during Phase 1.
- 1.3 **Project Work Plan** – prepare administrative draft, draft and final Work Plan, including risk register.
Assumptions: Project Work Plan to include project goals and objectives, consultant scope, timeline, key activities, project quality control plan, a risk register, and a MS Project schedule, showing the timeframe for submittal, review, and finalization of task deliverables.
- 1.4 **Project Management and Meetings** – attend two progress meetings per month with OneShoreline for the duration of Phase 1 activities (assume 14-months). Wood Rodgers to provide agenda and meetings notes.
Assumptions: bi-monthly one-hour virtual meetings for key members of the project team.
- 1.5 **Invoices, Progress Reports, and Scheduling Revisions**
Assumptions: monthly invoice and reporting in electronic format. No paper copies.

Deliverables:

- Detailed Project Work Plan, Scope, and Risk Register in an electronic format approved by OneShoreline, MS Project Schedule, Comprehensive List of Deliverables, Monthly invoices, status reports, and Project schedule updates, Project Management Meeting agendas, minutes, preparation materials, summaries of action items

Task 2 Review Existing Plans and Reports

The Wood Rodgers Team will collect, compile, and review relevant studies, as-built plans, reports, planning documents, surveys, geotechnical data, digital modeling data related to hydraulic feasibility that can be used in subsequent tasks.

Assumptions: includes review of readily available information from OneShoreline and Project Partners.

Deliverables:

- Summary report with inventory of plans, reports, papers, and available data reviewed and summary of perceived data gaps and recommendations to address data gaps.

Task 3 Community Engagement Strategy and Partner Engagement

Wood Rodger and CMG will collaborate with Civic Edge, our public outreach consultant, on developing the Community Engagement Strategy and on preparing for and hosting presentations to project partners and property owners. This task assumes no public engagement events but does include limited support for public messaging. Tasks include:

3.1 Community Engagement Strategy

Civic Edge will lead this process to develop a Community Engagement Strategy for the duration of the project and engage with the public to keep them informed. With input from CMG and OneShoreline, the engagement plan will guide our team on the various events needed for the project, the community, and stakeholder groups that we will be reaching out to and identifying the goals, format and frequency of the community events.

Assumptions:

- Participation in one (1) in-person community engagement strategy meeting with Civic Edge, OneShoreline, CMG and Wood Rodgers
- Participation in two (2) virtual community engagement strategy meetings with Civic Edge, CMG and Wood Rodgers
- Three (3) rounds of review of Community Engagement Strategy Plan (Administrative Draft, Draft, Final)

Deliverables:

- Community Engagement Strategy Plan (Administrative Draft, Draft, and Final)

3.2 Project Partner/Property Owner Engagement

During Phase 1, this task assumes a focus on project partner engagement. CMG, with support from Civic Edge, will prepare for and facilitate up to nine (9) ad hoc meetings with project partners.

Assumptions:

- Agency Project Partner Engagement Meetings: Attendance and coordination of up to nine (9) ad hoc meetings:
 - One (1) in-person meeting, 3 hours each (first meeting)
 - Five (8) virtual meetings, 1.5 hours each

Deliverables:

- Preparation of presentation materials to support meetings
- Meeting agendas, notes and action items

Task 4 Establish Basis of Design

Task 4.1 Basis of Design Report

The Wood Rodgers Team will develop a draft Basis of Design Report (BOD report). The BOD report will serve as a foundation for **Task 6, Alternatives & Conceptual Design** and will provide a draft for development during the detailed design phase of the project in subsequent phases of work. The draft BOD report will include a Project Need description and a Project Goals list. The Project Goals list will be developed in coordination with OneShoreline and will include consideration of the challenges associated with sea level rise, extreme storm events, aging infrastructure, water quality, and the multiple benefit opportunities to improve habitat, public safety, and access. The BOD report will include the proposed design level-of-service for the Project reach. The Level of Service criteria that must be considered shall include: 1) design service life for improvements, 2) the return period used to establish design channel capacity 3) future climate change adaptation scenarios for rainfall to use when estimating the design discharge, 4) the assumed condition of tributary storm drainage systems, 5) the combined level of tolerable risk due to the interface of fluvial runoff and tide elevations in San Francisco Bay - joint (coincident) probability assessments address this criterion, 6) future climate change adaptation scenarios for sea level rise to use when establishing tidal boundary conditions, 7) freeboard, 8) adaptive pathways for future climate change. The draft BOD report will also show which current regulations and which of the latest editions/updates of applicable standards and guidelines will be used for our design.

Deliverables:

- PowerPoint presentations to facilitate basis of design decisions,
- Administrative Draft, Draft, and Final Draft Basis of Design Memorandum (the BOD is a living document that will be updated, as-needed, during detailed design)

Task 5 Permitting Strategy and Technical Support

The Wood Rodgers team understands that OneShoreline is considering improvements to a tidally influenced reach of Colma Creek within the City of South San Francisco. State legislation established OneShoreline in 2020 to address the challenges of sea level rise, extreme storm events, coastal erosion, drought, and shallow groundwater rise. As part of Phase 1, OneShoreline is looking for the Wood Rodgers team to i). prepare a high-level CEQA and Environmental Permitting Strategy Memorandum to inform the selection of the CEQA and Permitting approaches, and ii). Review and provide comments on environmental studies prepared by third-party consultants external to the Wood Rodgers team. Tasks include:

Task 5.1: Permitting Strategy and Regulatory Communications

Rincon will lead the preparation of a high-level CEQA and Environmental Permitting Strategy Memorandum to preliminary inform the selection of the CEQA and Permitting approaches based on 10% conceptual design information, with input from Wood Rodgers. Rincon would also advise during OneShoreline's engagement with local government and regulatory agencies on development and implementation of the permitting strategy for the proposed project.

The technical studies, reports, and plans that are likely to be needed to support environmental review and/or regulatory permitting processes include:

- Biological Resources Existing Conditions/Constraints Report
- Cultural Resources Existing Conditions/Constraints Report
- Hazards Materials Evaluation Report (i.e., Phase I Environmental Site Assessment Report)
- Wildlife Hazards Site Visit/Wildlife Hazards Report
- Phase II Environmental Site Assessment Report (Optional)
- Air Quality/Greenhouse Gas Emissions Modeling Outputs
- Noise and Vibration Modeling Outputs
- NHPA §106 Finding of Effect Report
- USFWS Biological Assessment
- NMFS Biological Assessment
- Habitat Mitigation and Monitoring Plan (Optional)

Assumptions:

- Three (3) one (1) hour meetings with project team

Deliverables:

- Administrative Draft and Final CEQA and Environmental Permitting Strategy Memorandum provided electronically in Portable Document File (PDF) format; paper copies will not be provided.

Task 5.2: Peer Review of Technical Studies

The Wood Rodgers Team will provide technical support to OneShoreline for peer review and comment on technical studies (potentially including biological resources and cultural resources studies) prepared by third-party consultants external to our team.

Assumptions:

- One site visit per technical study for two staff
- Three one-hour meetings with OneShoreline and third-party consultants to discuss review comments

Deliverables:

- Peer review comments for up to three technical studies provided electronically in Portable Document File (PDF) format

Task 6 Alternatives Analysis and Conceptual Design

The Wood Rodgers team will assess alternatives that will provide for the transformation of Colma Creek into a regional amenity that preserves current land value; catalyzes economic development; safely integrates public access and improved pedestrian and bike connectivity; and incorporates nature-based solutions. These improvements must address existing conditions and be readily adaptable for changes in the Creek due to future improvements, changing precipitation, and rising sea and groundwater levels. Tasks include:

6.1 Alternatives Analysis

6.1.1 Existing & Future Flood Risk

Schaaf & Wheeler (S&W), the hydraulic consultant, will update the hydrologic and hydraulic analysis to quantify the existing flood risk from both sources, with actual existing conditions. This will then be modified by S&W to quantify the future flood risk per the draft Basis of Design criteria.

Deliverables:

- Administrative Draft and Final Hydraulic Feasibility Study report documenting analytical methods, alternatives formulated, alternatives analyzed in detail, design criteria, conclusions, and recommendations.

6.1.2 Alternatives Analysis

With insights from the existing conditions analysis, basis of design, public engagement and permitting strategies, the Wood Rodgers Team will develop conceptual alternatives that integrate hydraulic performance improvements and adaptability with landscape and public realm enhancements. This multidisciplinary effort will not only address channel capacity but also nature-based solutions, habitat restoration, and public access opportunities, ensuring a balanced approach to flood resilience and ecological function. The alternatives analysis will include conceptual designs of different types of alternatives in each reach and for each bridge, and different combinations of these alternatives. Typical Cross sections of potential alternatives for each reach will be developed by the Wood Rodgers Team. The alternatives will be initially vetted for hydraulic capacity, constructability, and order-of-magnitude cost (assume four to six initial alternatives per reach or reach type). These four to six (4-6) alternatives will be discussed and evaluated with OneShoreline and the Team. Public Access and Aesthetics alternatives will be included.

For the bridge crossing alternatives, the primary goal is to identify street crossing improvement alternatives that improve hydraulic conveyance under each street crossing and maintain public safety. Subsurface conditions, utilities, and foundations considerations will be included. Pole relocations, temporary shoofly routes, potential de-energization during contractor operations, and the relocation of gas, water, storm drain, and sewer lines to accommodate the proposed street crossing replacements will be considered. A utility impact table will be developed. There are a wide variety of street crossing replacement options, however, only a few types are considered economical or practical. The selection of cast-in place/reinforced concrete slab, cast-in-place/prestressed concrete slab, precast/prestressed concrete slab, and cast-in-place/reinforced concrete box culvert structure types is based on the suitability for shorter spans, offering thinner superstructure depths compared to other types, e.g., box girders or slab-on-beam superstructures. A Pros and Cons table will be developed for each alternative. The Wood Rodger Team will develop preliminary costs for a bridge type summary table.

The conceptual designs in the alternatives analysis will include typical cross sections and/or elevations, and simple plan views as needed. We will concurrently evaluate each alternative and combination for hydraulic feasibility (6.1.3).

Deliverables:

- Administration Draft, Draft, and Final Summary Memo documenting initial alternatives, vetted alternatives, and decision matrix.

6.1.3 Hydraulic Feasibility

Schaaf& Wheeler will use the unified model to help the planning team formulate alternative project elements that meet established project objectives. These elements could include various combinations of improvements, also including diversion and off-stream storage or bypass, tidal barriers, and pumping as described above.

Deliverables:

- Administrative Draft, Draft, and Final Hydraulic Feasibility Study report documenting water surface elevations, flood inundation mapping under various relevant conditions, adaptive pathway possibilities, and other related information necessary for the team to assess project alternative feasibility and hydraulic impact.

6.1.4 Survey/Base Maps and Field Inspection

Wood Rogers survey team will provide right of way support and conduct topographic surveys for the project limits, including bridges, and a bathymetric survey along the channel. Record maps and Caltrans maps will be retrieved and analyzed to provide an approximate location of the right-of-way and adjacent boundary lines. Monuments found in the field will be used to place the boundary and right-of-way lines. A topographic survey will be performed and mapped at a scale of 1"=40' with a 1' contour interval for the 5 bridges. Abutments, columns, and other details needed for design will be surveyed. This item assumes 5 days of fieldwork for the 5 bridges with office time to support the effort. An aerial topographic survey will be performed and mapped at a scale of 1"=40' with a 1' contour interval. A survey crew will supplement the utility location with above ground utility locations. A bathymetric survey will be performed on the channel to map the ground surface of the channel under the water. Wood Rodgers will prepare a base map that includes the topographic features collected in the field survey as well as the boundary and easement lines. Due to the location of the project and proximity to the freeway and SFO airport, Wood Rodgers will hire a consultant to fly the site with a manned aircraft. Right of way support will utilize record maps and Caltrans maps to provide an approximate location of right of way and adjacent boundary lines. It does not include preparation of a title report. Wood Rodgers' survey team will also identify and locate utilities in the project area assuming up to 3-field days for a 2-person crew. This work does not include pot holing for underground utility location.

Deliverables:

- Wood Rodgers will prepare a base map that includes topographic features collected as well as boundary and easement lines and provided in .pdf and digital AutoCAD format.

6.1.5 Geotechnical Investigation

Up to ten exploratory holes (borings and cone penetration test soundings) will be drilled to depths of approximately 50 feet or refusal, whichever is the shallower, along the right and left banks of Lower Colma Creek to explore the subsurface conditions and retrieve soil samples for laboratory testing. Soil samples for environmental testing of heavy metals has been included in scope and fee. Data from the field investigation will be used to inform the design team of potential constraints for the alternatives being considered. This first phase of investigation is preliminary and additional field investigation will likely be needed during the detailed design phase once a preferred design alternative has been selected.

Deliverables:

- Administrative Draft and Final Geotechnical Data Report

6.1.6 Early Regulatory Agency Coordination

The project would likely affect resources subject to regulation by federal, State, and/or regional agencies (e.g., wetlands, waters, special status species) such as USACE, USFWS, NMFS, RWQCB, CDFW, and SFBCCD, who participate on the Bay Restoration Regulatory Integration Team (BRRIT), as well as the San Francisco Airport (SFO). Wood Rodgers and Rincon Consulting will engage in early coordination with agencies that will ultimately need to issue permits for the proposed improvements. To prepare for these meetings, Rincon will perform a high level review of up to four design alternatives during Alternatives Analysis and highlight obvious pros/cons of such alternatives from an environmental/permitting perspective. This information will be used to prepare preliminary project description and identify potential biological resources-related impacts to resources, as well as recommended measures to avoid, minimize, and mitigate such impacts including design features that may be incorporated into the project's future Habitat Mitigation and Monitoring Plan, Biological Assessment(s), and/or Alternatives Analyses selection.

The goal of this early coordination is to get buy in on the environmental and permitting strategies that the Wood Rodgers team has developed and to give the regulatory agencies an opportunity to provide comments on the conceptual alternatives that have been developed. This early coordination is aimed at identifying any alternative that would be rejected by the regulatory agencies so it can be either modified or removed from further design consideration.

Rincon would prepare for an attend a meeting with BRRIT, as well as a meeting with SFO with the purpose of introducing the project and soliciting comments on the proposed conceptual alternatives. Agenda/presentation material will be prepared in advance of meetings. A post-meeting summary of meetings discussions will be prepared and provided to the design team. It is assumed that OneShoreline will coordinate and set up virtual meetings with regulatory agencies and SFO and provide any necessary graphics to be included in presentations.

Deliverables:

- One conceptual alternatives environmental/permitting approach review feedback memorandum provided electronically in PDF format; paper copies will not be provided.
- One 1-hour virtual meeting with the Team to discuss alternatives environmental permitting review findings. This would include up to three representatives on each call.
- One 1-hour virtual meeting with the Team and Regulatory Agencies to discuss the proposed conceptual alternatives and permitting strategy. This would include up to three representatives on the call. Agenda/presentation prior to the meeting and meeting summary to be provided.
- One 1-hour virtual meeting with the Team and SFO to discuss the proposed conceptual alternatives. This would include up to three representatives on the call. Agenda/presentation prior to the meeting and meeting summary to be provided
- Meeting notes documenting discussions and decisions made with the regulatory agencies.

6.1.7 Alternative Selection

The decision matrix for the channels and bridges developed as part of Task 6.1.2 will be combined and supplemented with the opportunities for landscaping, improved pedestrian and bike connectivity, public access, aesthetics, LEDPA, and other considerations to provide a master decision matrix for review by the Team, OneShoreLine, and other stakeholders. The outcome of this review will be a recommended combination of relevant alternatives that will form the elements for the proposed Project that will be taken through to conceptual design.

Deliverables:

- Administration Draft, Draft, and Final Summary Memo documenting the decision matrix, evaluation of alternatives and selection of a preferred alternative for conceptual design.

6.2 10% Conceptual Design and Construction Feasibility

The Wood Rodgers Team will use the results of the alternatives selection (the proposed Project) to develop a 10% Conceptual Design.

This 10% design will be used to confirm constructability by the civil, geotechnical, structural engineers, and feasibility by the environmental team and public outreach team. The Team will develop a construction feasibility memorandum documenting assumed means and methods of construction.

The 10% conceptual design will be presented as a plan of the improvements, with typical cross sections, and elevation or profile views as required - for the two reaches independently. To provide better information to OneShoreline, a Class 3 Opinion of Probable Cost for the two Projects will be provided with a contingency commensurate with the level of design.

Deliverables:

- Conceptual Design, and Construction Feasibility Memorandum for each project: San Mateo Avenue to Airport Boulevard and Airport Boulevard to Utah Avenue
- 10% Design Plans, including plans, longitudinal profiles and typical cross sections: San Mateo Avenue to Airport Boulevard and Airport Boulevard to Utah Avenue
- Class 3 Cost Estimate: San Mateo Avenue to Airport Boulevard and Airport Boulevard to Utah Avenue

TASK AND COST SUMMARY

A summary of effort per task is provided in the summary table below.

TASK	ESTIMATED HOURS	ESTIMATED FEE
1 - Project Management, Work Plan and Coordination	1003	\$285,072
2 - Review Existing Plans and Report	379	\$99,357
3 - Community Engagement Strategy & Partner/Property Owner Engagement	312	\$79,702
4 - Establish Basis of Design	352	\$89,047
5 – Permitting Strategy and Support	234	\$64,048
6 – Alternatives and Conceptual Design	2,782	\$845,793
Total	5,062	\$1,463,019

Note: Fee includes a 2.5% mark-up on sub-consultants.

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Exhibit B – Payments and Rates

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

Under no circumstances shall the amount paid by District to Contractor exceed One Million Four Hundred Sixty-Three Thousand Nineteen Dollars (\$1,463,019). 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.

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Exhibit C – Schedule

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

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**LOWER COLMA CREEK RESILIENCE PROJECTS
SAN MATEO AVENUE TO UTAH AVENUE
PLANNING AND DESIGN
ONESHORELINE - APRIL 2025**

ID	Task Name	Duration	Start	Finish	Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
0	2025_ONESHORELINE_SAN_MATEO_to_UTAH_AVE	305 days	Mon 5/5/25	Fri 7/3/26																			
1	1 Project Management	305 days	Mon 5/5/25	Fri 7/3/26																			
2	1.1 Schedule and Work Plan	50 days	Mon 5/5/25	Fri 7/11/25																			
3	1.1.1 Kickoff Meeting (NTP)	10 days	Mon 5/5/25	Fri 5/16/25																			
4	1.1.2 Schedule and Work Plan	50 days	Mon 5/5/25	Fri 7/11/25																			
5	1.2 Invoices, Progress Reports, and Scheduling Revisions	305 days	Mon 5/5/25	Fri 7/3/26																			
6	1.3 Project Management Meetings	305 days	Mon 5/5/25	Fri 7/3/26																			
7	2 Review Existing Plans and Reports	85 days	Mon 5/19/25	Fri 9/12/25																			
8	2.1 Inventory of Plans, Reports, Papers, Available Data; Summary of Findings	85 days	Mon 5/19/25	Fri 9/12/25																			
9	2.1.1 Inventory of Plans, Reports, Papers, Available Data	65 days	Mon 5/19/25	Fri 8/15/25																			
10	2.1.2 Site Visits	65 days	Mon 5/19/25	Fri 8/15/25																			
11	2.1.3 Summary of Findings and Recommendations Memorandum	40 days	Mon 7/21/25	Fri 9/12/25																			
12	3 Implementation Partner and Community Engagement	270 days	Mon 6/23/25	Fri 7/3/26																			
13	3.1 Community Engagement Strategy	80 days	Mon 6/23/25	Fri 10/10/25																			
14	3.2 Implementation Partner Engagement	190 days	Mon 10/13/25	Fri 7/3/26																			
15	4 Establish Basis for Design	245 days	Mon 7/28/25	Fri 7/3/26																			
16	4.1 Develop Basis for Design	245 days	Mon 7/28/25	Fri 7/3/26																			
17	4.1.1 Hydraulics and Hydrology	175 days	Mon 11/3/25	Fri 7/3/26																			
18	4.1.2 Civil (Horizontal Alignment and Footprint)	175 days	Mon 7/28/25	Fri 3/27/26																			
19	4.1.3 Environmental	175 days	Mon 7/28/25	Fri 3/27/26																			
20	4.1.4 Universal Design Principles	175 days	Mon 7/28/25	Fri 3/27/26																			
21	4.1.5 Urban Realm Considerations	175 days	Mon 7/28/25	Fri 3/27/26																			
22	4.1.6 Meetings	175 days	Mon 7/28/25	Fri 3/27/26																			
23	4.1.7 Project Partner Review, Comment, and Updates	70 days	Mon 3/30/26	Fri 7/3/26																			
24	5 CEQA, Permitting, and Approvals	290 days	Mon 5/26/25	Fri 7/3/26																			
25	5.1 CEQA and Environmental Permitting Strategy Memorandum	20 days	Mon 5/26/25	Fri 6/20/25																			
26	5.2 Permitting Strategy Meetings and Advisory	270 days	Mon 6/23/25	Fri 7/3/26																			
27	5.3 Peer Review of Technical Studies	215 days	Mon 9/8/25	Fri 7/3/26																			
28	6 Alternatives, Conceptual Design, and 30% Design	255 days	Mon 7/14/25	Fri 7/3/26																			
29	6.1 Hydraulic and Structural Feasibility Section	195 days	Mon 7/14/25	Fri 4/10/26																			
30	6.1.1 Existing and Future Flood Risk Analysis	130 days	Mon 7/14/25	Fri 1/9/26																			
31	6.1.2 Alternatives Analysis	130 days	Mon 7/14/25	Fri 1/9/26																			
32	6.1.3 Hydraulic Feasibility	130 days	Mon 7/14/25	Fri 1/9/26																			
33	6.1.4 Survey & Base Maps	60 days	Mon 12/8/25	Fri 2/27/26																			
34	6.1.5 Geotechnical Investigation, Laboratory Testing, and Reporting	90 days	Mon 12/8/25	Fri 4/10/26																			
35	6.1.6 Early Regulatory Agency Coordination	40 days	Mon 12/29/25	Fri 2/20/26																			
36	6.1.7 Alternative Selection	60 days	Mon 1/12/26	Fri 4/3/26																			
37	6.2 Conceptual Design and Constructability Feasibility	75 days	Mon 3/23/26	Fri 7/3/26																			

* Deliverable milestone