



**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/83808707273>

or call 669-444-9171 (Meeting ID# 838 0870 7273)

**AGENDA**

**September 22, 2025**

**4:00 PM**

**1. Roll Call**

**2. Public Comment** Persons wishing to address the Board on OneShoreline-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 June 23, 2025 and August 25, 2025 OneShoreline Board meetings

**4. Regular Business**

- A. Update on the San Francisquito Creek Joint Powers Authority project upstream (west) of Highway 101, known as Reach 2, by SFCJPA Board of Directors Chair/Palo Alto Mayor Greer Stone and Executive Director Margaret Bruce
- B. Adopt Resolution 2025-09-22-A approving the Fourth Amendment to the Employment Agreement with the CEO
- C. Adopt Resolution 2025-09-22-B establishing a District Salary Schedule for Fiscal Year 2025-26
- D. Authorize the CEO to purchase \$230,000 in mitigation credits from the San Francisco Bay Wetland Mitigation Bank in order to complete environmental regulatory permitting for the Routine Maintenance on Bayside Creeks Project
- E. Authorize the CEO to execute an agreement with Redwood Engineering Construction for routine maintenance sediment removal in San Bruno Creek for an amount not to exceed \$129,717

**5. Chair’s Report \***

**6. CEO’s Report \***

**7. Board Member Reports and Items for a Future Agenda \***

**8. Adjournment**

\* There is no written staff report for this item

**Meeting information, and public access and communications**

- Verbal public comments will be accepted during the meeting in person or remotely. Remote comments can be submitted at the appropriate time by raising your hand via Zoom’s Chat or hand raising functions, or speaking if joining by phone. Written public comments can be submitted by email to [board@OneShoreline.org](mailto: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](http://OneShoreline.org). To receive these documents electronically, please email [board@OneShoreline.org](mailto:board@OneShoreline.org).

**SAN MATEO COUNTY**  
**FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**  
**Board of Directors meeting held in person and remotely via Zoom**  
**June 23, 2025**  
**DRAFT - MINUTES**

**1. Roll Call**

Chair Ruddock called the meeting to order at 4:01 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 the Board of Supervisors, District 4 (Vice Chair) (*joined remotely*)  
Kaia Eakin, Representing Southern San Mateo County Cities  
Adam Rak, Representing Central San Mateo County Cities  
Marie Chuang, Representing At-Large

Directors Absent:

Donna Colson, Representing Northern San Mateo County Cities  
Ray Mueller, Representing the Board of Supervisors, District 3

Staff Present:

Len Materman, Chief Executive Officer  
Brian Kulich, Esq., 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

**2. Public Comment**

Public Speaker(s): Matthew Gribble from the University of California, San Francisco (UCSF) Center for Oceans and Human Health

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

- A. Approve the Minutes of the May 19, 2025 OneShoreline Board meeting
- B. Ratify Amendments 1, 2, and 3 to OneShoreline's Office Lease Agreement with Borel Estate Company, and authorize the CEO to execute Amendment 4 to extend the term for 18 months to December 31, 2026 at a reduced cost of \$7,365/month

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

Ayes: Chuang, Eakin, Rak, Ruddock  
Noes: None  
Absent: Colson, Gauthier, Mueller  
Vote: 4-0-3

#### 4. Regular Business

- A. For Fiscal Year 2025-26 beginning on July 1, 2025, approve a Workplan for the San Mateo County November 2024 Measure K Grant, and OneShoreline's Operating Budget, Flood Zones Budget, and Capital Projects Budget

Len Materman and Summer Bundy spoke on the Workplan. Director Eakin and Vice Chair Gauthier also spoke on the Workplan.

Vice Chair Gauthier joined the meeting remotely via Zoom due to illness, pursuant to AB 2449, at 4:08 p.m.

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

Motion: made by Director Chuang and seconded by Director Rak to approve the Workplan for the San Mateo County November 2024 Measure K Grant.

Ayes: Chuang, Eakin, Gauthier, Rak, Ruddock

Noes: None

Absent: Colson, Mueller

Vote: 5-0-2

Len Materman spoke on OneShoreline's Budgets. Directors Chuang and Rak also spoke on OneShoreline's Budgets

Public Speaker(s) on OneShoreline's Budgets: None

Motion: made by Director Rak and seconded by Director Eakin to approve OneShoreline's Fiscal Year 2025-26 Operating Budget, Flood Zones Budget, and Capital Projects Budget:

Ayes: Chuang, Eakin, Gauthier, Rak, Ruddock

Noes: None

Absent: Colson, Mueller

Vote: 5-0-2

#### 5. Chair's Report

None.

Public Speaker(s): None

#### CEO's Report

Len Materman spoke on the following items:

- BCDC's Regional Shoreline Adaptation Plan (RSAP)
- OneShoreline's Asset Management Plan in compliance with the San Francisco Bay Municipal Regional Stormwater Permit
- Cancellation of the July 28 Board meeting

Public Speaker(s): None

**6. Board Member Reports and Items for a Future Agenda**

None.

Public Speaker(s): None

**7. Adjournment**

The meeting adjourned at 4:46 p.m.

**SAN MATEO COUNTY  
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
Board of Directors meeting held in person and remotely via Zoom  
August 25, 2025  
DRAFT - MINUTES**

**1. Roll Call**

Chair Ruddock called the meeting to order at 4:01 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 the Board of Supervisors, District 4 (Vice Chair)  
Ray Mueller, Representing the Board of Supervisors, District 3  
Donna Colson, Representing Northern San Mateo County Cities (*joined remotely*)  
Kaia Eakin, Representing Southern San Mateo County Cities  
Marie Chuang, Representing At-Large

Director(s) Absent:

Adam Rak, Representing Central San Mateo County Cities

Staff Present:

Len Materman, Chief Executive Officer  
Brian Kulich, Esq., Legal Counsel  
Lucy Dong, Director of Finance and Administration  
Summer Bundy, Director of Project Management (*joined remotely*)  
Johnathan Perisho, Project Manager  
Stephanie Lau, Consulting Grant and Communications Advisor and Acting Clerk of the Board

**2. Public Comment**

Public Speaker(s): None

Director Colson joined the meeting remotely via Zoom at 4:02 p.m.

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

A. Approve the Minutes of the June 23, 2025 OneShoreline Board meeting

*Item 3A was removed from the Consent Agenda due to the need for clarification and moved to the next OneShoreline Board meeting.*

B. Authorize the CEO to execute Amendment No. 3 to an Agreement with Balance Hydrologics, Inc. for services to expand, upgrade, and maintain OneShoreline's Flood Early Warning System

Motion made by Chair Ruddock and seconded by Director Chuang to move the item from the Consent Agenda to the Regular Business Agenda:

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

Noes: None  
Absent: Rak  
Vote: 6-0-1

*Item 3B was moved from the Consent Agenda to the Regular Business Agenda for discussion.*

Director Chuang asked for clarification on this item. Len Materman and Johnathan Perisho spoke on this item.

Public Speaker(s): None

Motion made by Director Chuang and seconded by Vice Chair Gauthier to approve this item:

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

#### **4. Regular Business**

- A. Presentation by staff from the Bay Conservation and Development Commission (BCDC) on BCDC guidelines for local jurisdictions to complete a Regional Shoreline Adaptation Plan (RSAP)

Jaclyn Perrin-Martinez, Climate Adaptation Planning Manager at BCDC, presented on this item. Len Materman spoke on this item. Director Eakin, Director Chuang, Chair Ruddock, Director Colson, and Vice Chair Gauthier also spoke on this item.

Public Speaker(s): None

- B. Adopt Resolution No. 2025-08-25 to accept a \$750,000 grant from the California Ocean Protection Council for OneShoreline to complete a Brisbane Shoreline Resilience Plan in compliance with BCDC RSAP guidelines

Len Materman spoke on this item. Chair Ruddock also spoke on this item.

Public Speaker(s): None

Motion made by Vice Chair Gauthier and seconded by Director Chuang to approve this item:

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

#### **5. Chair's Report**

None.

Public Speaker(s): None

## **6. CEO's Report**

Len Materman spoke on the following items:

- OneShoreline has paid off its Colma Creek Flood Zone bonds
- Status update on the Request for Proposals (RFP) for the San Bruno Creek Resilience Project

Public Speaker(s): None

## **7. Board Member Reports and Items for a Future Agenda**

None.

Public Speaker(s): None

## **8. Closed Session — Pursuant to Government Code Section 54957(b): Employee Evaluation, Title: CEO**

Board concluded the regular open session and convened the closed session at 4:49 p.m.

## **9. Adjournment**

The meeting was adjourned to the closed session at 4:49 p.m. with no reportable action to follow by either Chair Ruddock or Legal Counsel Brian Kulich.

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

**Date:** September 22, 2025  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Len Materman, CEO  
**Subject:** Update on San Francisquito Creek Joint Powers Authority (“SFCJPA”) project upstream (west) of Highway 101, known as Reach 2, by SFCJPA Board of Directors Chair/Palo Alto Mayor Greer Stone and SFCJPA Executive Director Margaret Bruce

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### **Recommendation**

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) receive a presentation on the SFCJPA’s project upstream (west) of Highway 101, known as the Reach 2 Project, by that agency’s Board Chair and Executive Director.

### **Background and Discussion**

The SFCJPA is an independent government agency governed by a Board that represents five Member Entities, including OneShoreline, the Santa Clara Valley Water District, and the cities of Palo Alto, East Palo Alto, and Menlo Park. Following flooding in these cities on several occasions, most dramatically in 1998, the SFCJPA was formed to reduce flooding and enhance the environment and recreational opportunities associated with the creek and (later) with the adjacent San Francisco Bay shoreline, which share a coincident floodplain.

At the end of 2018, the SFCJPA completed a project extending well over a mile of San Francisquito Creek dividing East Palo Alto and Palo Alto from near San Francisco Bay to the upstream side of the Highway 101 bridge. By creating substantial new capacity in the most downstream reach of Creek, this project, known as the Reach 1 project, served to enable work upstream of Highway 101 in an area known as Reach 2 to benefit the cities of East Palo Alto, Menlo Park, and Palo Alto. The project goals of the Reach 2 project include:

- Protecting properties in Menlo Park, East Palo Alto, and Palo Alto from creek flows during the 70-year storm event (approximately 7,200 cubic feet of flow per second), and
- Enhancing creek habitat, recreational opportunities, and protecting trees as much as possible.

At the February 24, 2025 OneShoreline Board meeting, Executive Director Margaret Bruce made a presentation on that agency and the status of its projects. Since that time, the SFCJPA has advanced project planning, including the evaluation of four alternatives, that may involve modifying or replacing the Pope-Chaucer Bridge, widening creek banks, and constructing flood walls; plus a recent analysis of an underground bypass structure to remove water upstream of the Pope-Chaucer Bridge and reintroduce that flow downstream of the Newell Road Bridge.

At this Board meeting, the Board Chair and Executive Director of the SFCJPA will summarize the outcomes of that agency’s work since late February, and the next steps to select a Reach 2 project, develop a cost framework among the SFCJPA Member Entities, and plan for moving forward with additional design and permitting and a potential supplemental document to the existing certified Final Environmental Impact Report (“EIR”). Implementation is currently expected to be phased with work to begin on elements in the existing EIR.

### **Impact on District Resources**

There is no impact on OneShoreline resources to receive this presentation. Through its property tax income from the San Francisquito Creek Flood Zone, OneShoreline contributes an equal share of the SFCJPA’s annual operating budget along with the four other Member Entities. OneShoreline’s contribution this fiscal year has resulted in a Flood Zone balance that is unsustainable should similar contributions be requested in future years.



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

**Date:** September 22, 2025  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Board of Directors Chair Debbie Ruddock  
**Subject:** Adopt Resolution 2025-09-22-A approving the Fourth Amendment to the Employment Agreement with Chief Executive Officer

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**Recommendation**

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2025-09-22-A approving a fourth amendment to the employment agreement between the District and the Chief Executive Officer (“CEO”) (together, the “Parties”) increasing CEO’s annual salary effective July 1, 2025 by 5% from \$273,300 to \$286,965 and increasing the maximum accrual amount of CEO’s vacation from 180 hours to 220 hours in alignment with other District employees.

**Background and Discussion**

The District hired CEO in February 2020 after an extensive recruitment. On February 24, 2020, the Board approved an agreement setting forth CEO’s terms of employment with the District (“Agreement”). The Agreement, in addition to other terms and conditions, included an initial term of 50 months, from May 1, 2020 through June 30, 2024, and provided the CEO an annual salary of \$235,000. The Parties amended the Agreement in 2022, 2023, and 2024, and it remains in place.

The Board, after conducting CEO’s 2025 annual performance review, now desires to further amend the Agreement, increasing CEO’s annual salary effective July 1, 2025 by 5% from \$273,300 to \$286,965 and increasing the maximum accrual amount of CEO’s vacation from 180 hours to 220 hours in alignment with other District employees (“Fourth Amendment”).

All other terms and conditions of the Agreement will remain in place.

The Fourth Amendment and Resolution have been reviewed and approved as to form by District counsel.

**Impact on District Resources**

The fiscal impact on District resources associated with the Fourth Amendment has been accounted for in the Fiscal Year 2025-26 Operating Budget.

**Attachments**

Resolution 2025-09-22-A  
Fourth Amendment to the Employment Agreement with the CEO

**DRAFT RESOLUTION NO. 2025-09-22-A**

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

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

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

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

**WHEREAS**, the Parties amended the Agreement in 2022, 2023, and 2024, and the Agreement remains in place; and

**WHEREAS**, having conducted CEO’s 2025 annual performance review, the Board desires to further amend the Agreement, increasing CEO’s annual salary effective July 1, 2025 by 5% from \$273,300 to \$286,965 and increasing the maximum accrual amount of CEO’s vacation from 180 hours to 220 hours in alignment with other District employees (“Fourth Amendment”).

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Chair of the Board is authorized and directed to execute, on behalf of the District, the Fourth Amendment increasing CEO’s annual salary effective July 1, 2025 by 5% from \$273,300 to \$286,965 and increasing the maximum accrual amount of CEO’s vacation from 180 hours to 220 hours in alignment with other District employees, with all other terms and conditions of the Agreement remaining in place.

\* \* \* \* \*

PASSED AND ADOPTED this 22nd day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
Acting Clerk of the Board of Directors

\_\_\_\_\_  
Chair of the Board of Directors

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

This Fourth Amendment to Agreement is entered by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (the “District”) and its Chief Executive Officer LEN MATERMAN (“CEO”) (together, the “Parties”), effective July 1, 2025.

**Recitals**

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

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

**WHEREAS**, effective July 1, 2023, the Parties again amended the Agreement to extend its term for an additional year through June 30, 2027 and to increase CEO’s annual salary by 4% from \$250,275 to \$260,286; and

**WHEREAS**, effective July 1, 2024, the Parties again amended the Agreement to extend its term for an additional year through June 30, 2028 and to increase CEO’s annual salary by 5% from \$260,286 to \$273,300; and

**WHEREAS**, the Parties now wish to amend the Agreement a fourth time to increase CEO’s annual salary by 5% from \$273,300 to \$286,965 and to increase the maximum amount of CEO’s vacation accrual from 180 hours to 220 hours in alignment with other District employees (“**Fourth Amendment**”).

**Amendment**

**NOW, THEREFORE**, the Parties agree to this Fourth Amendment as follows:

1. **CEO Salary**. Paragraph 4 of the Agreement, entitled “CEO Salary”, is amended to add the following:

Effective July 1, 2025, CEO shall receive an annual salary of TWO HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (286,965.00), paid in bi-monthly installments. This salary will remain in effect for the remaining term of CEO's employment with the District, subject to any salary increase(s). Any salary increase(s) will be made in conjunction with CEO's annual performance reviews, which will take place on or about June 30th of each succeeding year. The determination of whether any salary adjustments are merited and the amount of the adjustments are within the sole discretion of the Board, whose decision shall be final.

2. **Increased Vacation Maximum Accrual.** Paragraph 8 of the Agreement, entitled "Vacation", is replaced in its entirety to read as follows:

CEO shall accrue four (4) weeks of vacation each calendar year, accrued at a rate of 13.33 hours per month, but such accrual may not exceed 220 hours in total.

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

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

**IN WITNESS WHEREOF**, the Parties have executed this Fourth Amendment effective July 1, 2025.

Dated \_\_\_\_\_

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE  
RESILIENCY DISTRICT

By \_\_\_\_\_

Debbie Ruddock  
Chair, District Board of Directors

Dated \_\_\_\_\_

By \_\_\_\_\_

Len Materman  
District Chief Executive Officer

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

**Date:** September 22, 2025  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Len Materman, Chief Executive Officer (CEO)  
**Subject:** Adopt Resolution 2025-09-22-B establishing a District Salary Schedule for Fiscal Year 2025-26

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**Recommendation**

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2025-09-22-B establishing the District salary schedule for Fiscal Year 2025-26 (“Salary Schedule Resolution”).

**Background and Discussion**

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

On September 23, 2024, the Board adopted Resolution 2024-09-23-B, approving the salary schedule for the recently concluded 2024-25 Fiscal Year (“FY”). The CEO recommends that the Board now adopt for the current fiscal year, FY2025-26, the attached Salary Schedule Resolution. This new proposed Salary Schedule has been modified from the FY2024-25 Salary Schedule only to reflect the previous Board meeting Agenda item. Agenda item 4B constitutes Amendment 4 to the CEO’s Employment Agreement, namely an increase from \$273,300 to \$286,695 in the CEO’s salary and a change to the maximum accrual of vacation (to 220 hours) to match the vacation accrual schedule of other District employees. No other changes are proposed from last year’s Salary Schedule, including salary ranges for other employees because these ranges can accommodate salary increases similar to the CEO’s for this fiscal year.

**Impact on District Resources**

There is no impact on District resources related to this item. At this time, District staff are working to fill staff vacancies (one project manager and one infrastructure manager) within the amounts listed in the Salary Schedule and personnel categories within the approved FY2025-26 Operating Budget.

**Attachment**

Draft Salary Schedule Resolution 2025-09-22-B

**DRAFT** RESOLUTION NO. 2025-09-22-B

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
ESTABLISHING SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
SALARY SCHEDULE FOR FISCAL YEAR 2025-2026**

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

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

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

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

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

**WHEREAS**, on February 24, 2020, the Board adopted by resolution a salary schedule for the Fiscal Year 2019-2020, which included the classifications and number of positions, as well as compensation and benefits other than retirement/deferred compensation benefits, and updated that salary schedule resolution on June 8, 2020, March 22, 2021, June 27, 2022, August 28, 2023, and September 23, 2024 for the Fiscal Years (FY) 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25 respectively.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the District has determined and directs that the following shall constitute the classifications, as well as compensation and benefits, including retirement/deferred compensation benefits, for District employees effective July 1, 2025 and through the end of the 2025-26 fiscal year on June 30, 2026:

**SECTION 1. SCHEDULE OF SALARIES**

Job Classification	Position Count anticipated during FY 2025-26	Salary Range	
		Low	High
Chief Executive Officer	1		\$286,965
Clerk to the Board of Directors	0	\$60,000	\$125,000
Director of Project Management	1	\$170,000	\$215,000
Project Manager (PM), Flood Infrastructure Manager, or Engineer (or Associate PM or Senior PM)	3	\$85,000	\$190,000
Director of Finance and Administration	1	\$125,000	\$200,000
Senior Accountant or Accountant	0	\$75,000	\$120,000

**SECTION 2. ANNUAL SALARY ADJUSTMENTS**

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

**SECTION 3. VACATION & LEAVE POLICY**

**(a) CEO Vacation and Management Leave.** As stated in the CEO’s Employment Agreement, the CEO shall accrue four (4) weeks (160 hours) of vacation each calendar year, which shall accrue at 13.33 hours each month, but in no event shall the CEO’s vacation accrual exceed 220 hours in total. In addition, the CEO shall also receive 40 hours of management leave at the beginning of each calendar year, which must either be used or cashed out by December 31 each year (in other words, no portion of CEO’s management leave may be carried over to the following calendar year). If CEO is employed by the District for a portion of a calendar year, the 40 hours of management leave shall be prorated for that calendar year.

**(b) All Other Employee Vacation Leave.** All District full-time employees other than the CEO shall, for the first four (4) years of employment with the District, accrue 12 days (96 hours) of paid vacation each calendar year, accrued at 8 hours each month. After four (4) years of employment, these employees shall accrue 18 days (144 hours) of paid vacation each calendar year, accrued at 12 hours each month. In no event shall these employees’ vacation accrual exceed 220 hours in total. All part-time District employees shall accrue paid vacation leave on a pro rata basis. Thus, by way of example only, a part-time employee in their second year with the District who works the equivalent of 50% time will accrue 6 days (48 hours) of paid vacation each year, accrued at 4 hours each month. When an employee separates from the District, their remaining accrued paid vacation leave shall be added to their final compensation.

**(c) Vacation Cash Out.** The CEO and all other District employees may elect by December 31<sup>st</sup> of any given year to cash out up to one (1) week (40 hours) of vacation that they will accrue the following calendar year and will receive that cash out after accruing those hours. The CEO shall develop and implement guidelines for this annual cash out election consistent with Internal Revenue Service rules regarding constructive receipt of income.

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

**SECTION 4. RETIREMENT/DEFERRED COMPENSATION BENEFITS**

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

**SECTION 5. TRAVEL AND EXPENSE REIMBURSEMENT**

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

**SECTION 6. HEALTH, VISION, DENTAL BENEFITS**

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

**SECTION 6. SEVERABILITY**

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

PASSED AND ADOPTED this 22<sup>nd</sup> day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
Acting Clerk of the Board of Directors

\_\_\_\_\_  
Chair of the Board of Directors



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

**Date:** September 22, 2025  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Len Materman, CEO  
**Subject:** Authorize the CEO to purchase \$230,000 in mitigation credits from the San Francisco Bay Wetland Mitigation Bank in order to complete environmental regulatory permitting of the Routine Maintenance on Bayside Creeks Project

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**Recommendation**

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) authorize the CEO to execute the purchase of credits in the amount of 0.10 acre from the San Francisco Bay Wetland Mitigation Bank valued at \$230,000 for the Routine Maintenance on Bayside Creeks Project.

**Background and Discussion**

In late December 2022 and early 2023, and to a lesser but still significant degree during other periods in the 5½ years since OneShoreline was established, major storms have resulted in substantial flooding along several Bayside creeks in San Mateo County. A key factor contributing to this flooding is a lack of water flow capacity within creeks that are constrained in part due to substantial buildup of sediment and vegetation. From the perspective of environmental regulatory agencies, it is most efficient to consolidate the permitting of debris removal for the purpose of flood protection in several creeks by one agency.

On May 22, 2023, the Board authorized the CEO to execute a grant agreement with San Mateo County for funds for three District initiatives including securing 5-year routine maintenance permits to remove debris (largely sediment) in portions of at least three creeks that experienced flooding that winter, and on June 26, 2023 the OneShoreline Board authorized the CEO to execute an agreement with a consultant to develop environmental compliance documents and secure regulatory permits to maintain these creek areas. On June 24, 2024 the Board passed a resolution to approve the Initial Study/Mitigated Negative Declaration for the Routine Maintenance on Bayside Creeks Project. Since that time OneShoreline and its consultant have worked with regulatory agencies to secure necessary permits to facilitate sediment removal at five locations on four flood-prone creeks: San Bruno Creek, Belmont Creek, Cordilleras Creek, and Atherton Channel.

OneShoreline has selected areas for sediment removal to maximize flood protection benefits and limit environmental impacts, in part to reduce the costs associated with mitigating those impacts. The unavoidable impacts of removing debris once and maintaining it once during the five period were calculated by permitting agencies to be 0.996 acres of temporary impacts and 0.025 acres of permanent impacts.

To mitigate for amount of impact area, OneShoreline considered a few restoration project alternatives. Unfortunately, this restoration work would have created additional impacts needing mitigation, maintenance, and monitoring for many years and thus were prohibitively costly as compared to an alternative mitigation approach: purchasing credits at a local mitigation bank. OneShoreline staff have proposed to purchase credits for the smallest amount possible – 0.10 acre of tidal marsh – for the impacts created by this project. The permitting agency-approved option is the San Francisco Bay Wetland Mitigation Bank located along Belmont Slough on the northern side of Redwood Shores. This one-time purchase valued at \$230,000 supports the costs of restoring and establishing the habitat within the Bank area.

If authorized by the Board, OneShoreline will complete the purchase of these credits, a final step in the process of securing environmental regulatory permits. Staff would continue to coordinate with partners to facilitate sediment removal at the four locations on Belmont Creek, Cordilleras Creek, and Atherton Channel, and OneShoreline plans to directly manage debris removal from San Bruno Creek, as described in the next Agenda item (4E).

**Impact on District Resources**

OneShoreline staff proposes to fund the purchase of mitigation credits in a ratio proportionate to the environmental impacts, namely \$92,000 from the San Bruno Creek Flood Zone and \$138,000 from the Operating Budget through a Measure K grant from San Mateo County. These funds have been accounted for in the FY2025-26 Flood Zones Budget and Operating Budget. This effort also requires District staff time, the cost of which is budgeted in the FY 2025–26 Operating Budget.

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

**Date:** September 22, 2025  
**To:** San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors  
**From:** Len Materman, CEO  
**Subject:** Authorize the CEO to execute an agreement with Redwood Engineering Construction for routine maintenance sediment removal in San Bruno Creek for an amount not to exceed \$129,717

---

**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 Redwood Engineering Construction for routine maintenance sediment removal on San Bruno Creek in an amount not to exceed \$129,717.

**Background and Discussion**

The first two paragraphs of this section provide similar background to this and the previous Agenda items. In late December 2022 and early 2023, and to a lesser but still significant degree during other periods in the 5½ years since OneShoreline was established, major storms have resulted in substantial flooding along several Bayside creeks in San Mateo County. A key factor contributing to this flooding is a lack of water flow capacity within creeks that are constrained in part due to substantial buildup of sediment and vegetation. From the perspective of environmental regulatory agencies, it is most efficient to consolidate the permitting of debris removal for the purpose of flood protection in several creeks by one agency.

On May 22, 2023, the Board authorized the CEO to execute a grant agreement with San Mateo County for funds for three District initiatives including securing 5-year routine maintenance permits to remove debris (largely sediment) in portions of at least three creeks that experienced flooding that winter, and on June 24, 2024 the Board passed a resolution to approve the Initial Study/Mitigated Negative Declaration for the Routine Maintenance on Bayside Creeks Project. Since that time OneShoreline and its consultant have worked with regulatory agencies to secure necessary permits to facilitate sediment removal at five locations on four flood-prone creeks: San Bruno Creek, Belmont Creek, Cordilleras Creek, and Atherton Channel. Due to species considerations, in-channel work can only occur between mid-June and mid-October, and OneShoreline staff anticipate having the permits in place to enable work to occur within the next month at San Bruno Creek.

In compliance with these permits, OneShoreline proposes to remove up approximately 350 cubic yards of sediment within San Bruno Creek immediately downstream of the outfalls of the Walnut Street Pump Station, a 1968 facility OneShoreline inherited from San Mateo County in 2020. This sediment bar within the channel has grown considerably in the direction of the outfalls over the past few years; it compromises the water flow capacity of the channel and will soon constrain the outflow from the Pump Station that drains significant portions of the City of San Bruno, including the Belle Air neighborhood that has experienced substantial repetitive flooding. This work is expected to reduce risk ahead of the upcoming rainy season and subsequent winters and improve the efficiency of OneShoreline’s Walnut Street Pump Station.

To prepare for the potential to complete activity this season, OneShoreline requested and received proposals for sediment removal and development and implementation of a dewatering plan from three qualified firms: SBAY Construction, Graniterock, and Redwood Engineering Construction. Of the proposals received, staff recommends that OneShoreline execute an agreement with the lowest cost proposer, Redwood Engineering Construction, for an amount not to exceed \$129,717. Additionally, under different agreements that will not require Board approval, OneShoreline staff is working to secure services for biological, cultural, and tribal monitoring necessary to carry out this work; these agreements are not expected to collectively exceed \$30,000.

**Impact on District Resources**

All agreements mentioned in the paragraph above, including the agreement with Redwood Engineering Construction for up to \$129,717, would be funded through the San Bruno Creek Flood Zone. This effort also requires District staff time, the cost of which is budgeted in the FY2025–26 Flood Zones Budget.

**Attachments**

Draft Agreement with Redwood Engineering Construction

**AGREEMENT BETWEEN THE  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
AND REDWOOD ENGINEERING CONSTRUCTION**

This Agreement is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“OneShoreline”), and Redwood Engineering Construction (“Contractor”) (together, the “Parties”) effective September 23, 2025.

**Recitals**

Pursuant to the San Mateo County Flood Control District Act, as amended in 2019 by Assembly Bill 825, OneShoreline may contract with independent contractors for the furnishing of services to or for OneShoreline; and it is necessary and desirable that Contractor be retained for the purpose of providing services for routine maintenance sediment removal on San Bruno Creek at 7th Avenue.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Exhibits.** The following exhibit is attached to this Agreement and incorporated by this reference:  
Exhibit A—Scope of Services
2. **Services.** In consideration of the payments set forth Contractor shall perform services for OneShoreline in accordance with the terms, conditions, and specifications in this Agreement and in Exhibit A. No work for any task within Exhibit A by Contractor shall commence or be billable to OneShoreline without prior written authorization.
3. **Payments.** OneShoreline shall make payment to the Contractor based on the rates and in the manner specified in consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and Exhibit A. OneShoreline reserves the right to withhold payment if OneShoreline determines that the quantity or quality of the work performed is unacceptable. In no event shall OneShoreline’s total fiscal obligation under this Agreement exceed One Hundred Twenty-Nine Thousand Seven Hundred Seventeen Dollars (\$129,717). In the event that OneShoreline makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by OneShoreline 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 September 23, 2025 through October 31, 2025.
5. **Time of Performance.** The services shall be performed on a timely, regular basis in accordance with the Schedule set forth in Exhibit A.
6. **Standard of Care.** As a material inducement to OneShoreline 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 OneShoreline 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) OneShoreline 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 OneShoreline learns of said unavailability of outside funding.

(c) OneShoreline 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, OneShoreline 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, OneShoreline may immediately terminate this Agreement without further action. In the event that OneShoreline provides notice of an alleged breach pursuant to this section, OneShoreline may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. OneShoreline has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and OneShoreline shall use reasonable judgment in making that determination.

**9. Suspension.** OneShoreline may, in writing, order Contractor to suspend all or any part of the Contractor's services under this Agreement for the convenience of OneShoreline or for work stoppages beyond the control of OneShoreline 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 OneShoreline and shall be promptly delivered to OneShoreline.

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

**12. Hold Harmless.** Contractor shall indemnify and hold harmless OneShoreline 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 OneShoreline 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 OneShoreline 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 OneShoreline. Any such assignment or subcontract without OneShoreline's prior written consent shall give OneShoreline 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 OneShoreline. Contractor shall furnish OneShoreline 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 OneShoreline 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

OneShoreline 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 OneShoreline and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (ii) if OneShoreline 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, OneShoreline 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 OneShoreline with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Contractor shall also report to OneShoreline 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 OneShoreline and subjecting Contractor to penalties, disqualification from being considered for or being awarded a OneShoreline 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 OneShoreline 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 OneShoreline.

(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 OneShoreline.

(c) Contractor agrees upon reasonable notice to provide to OneShoreline 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 OneShoreline, 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: [Len@OneShoreline.org](mailto:Len@OneShoreline.org)

In the case of Contractor, to:

Name/Title: Ben Cerney  
Address: 416 D St, Redwood City, CA 94063  
Telephone: (925) 819-2960  
Email: [ben@redwoodengineeringcon.com](mailto:ben@redwoodengineeringcon.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 OneShoreline. 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 OneShoreline. OneShoreline shall grant such authorization if disclosure is required by law. Upon request, all OneShoreline data shall be returned to OneShoreline 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 OneShoreline of any payment to Contractor constitute or be construed as a waiver by OneShoreline 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 OneShoreline shall in no way impair or prejudice any right or remedy available to OneShoreline with regard to such breach or default.

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

\*\*\*\*\*

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

**For Contractor, Redwood Engineering Construction:**

\_\_\_\_\_  
Ben Cerney

\_\_\_\_\_  
Date

**For OneShoreline:**

\_\_\_\_\_  
Len Materman  
Chief Executive Officer

\_\_\_\_\_  
Date

### **Exhibit A – Scope of Services**

Contractor shall perform the services described below for OneShoreline 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 OneShoreline without prior written authorization. Additional services outside of those described herein must be authorized by OneShoreline's representative in writing prior to the commencement of that work.

In consideration of the Scope of Services provided by Contractor and subject to the terms of the Agreement, OneShoreline shall pay Contractor based on the following fee schedule and terms:

Under no circumstances shall the amount paid by OneShoreline to Contractor exceed \$129,717. Contractor shall provide OneShoreline with a written itemized invoice that allows OneShoreline 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.



416 D St  
Redwood City, CA 94063  
Phone (925) 819-2960  
ben@redwoodengineeringcon.com

September 17, 2025

San Mateo County Flood & Sea Level Rise Resiliency District (One Shoreline)  
Attn: Summer Bundy  
1700 S. El Camino Real, Suite 502  
San Mateo, CA 94402

**Re: Sediment Removal San Bruno Creek at 7<sup>th</sup> Avenue Pump Station. Removal Area is downstream of San Bruno Avenue**

Dear Summer Bundy,

Thank you for contacting us regarding this project. We enjoyed meeting you and Jonathan earlier this year regarding this work. We have subsequently visited the site and reviewed the project. Based upon our meeting with you and our review of the work we propose a quote for this work. Our proposal is below:

**Scope of Work:**

- Removal of existing sediment of up to 350 Cubic Yards. Location of sediment to be removed is shown on attached photo.
- Disposal of removed sediment. We will strive for the removed sediment to be beneficially reused.
- We reserve the right to request that the vehicles be removed from the easement. We would expect to have an area clear of any vehicle or non-construction items
- Preparation of Dewatering Plan

**BASE BID PRICE** **\$ 105,467**

**Alternate 1 – Implementation and Construction of Dewatering Plan:**

- If required, we will establish a work zone that will be dewatered to maintain a safe working environment. This can be a Temporary Water Free Zone or a Temporary Creek Bypass.
- This work will be performed if required by One Shoreline and Water Board

**ALTERNATE 1 PRICE – If Required** **\$ 24,250**

**COMBINED PRICE – BASE BID AND ALT 1** **\$ 129,717**

For purposes of scheduling the biological and cultural site monitors, we estimate the work period to be two (2) weeks.

**Exclusions**

**Pricing does not include the following:**

**Biological and cultural site monitors**

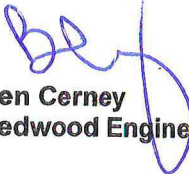
**Permits or inspection fees**

**Any costs associated with work delays related to Site Monitoring activities**

**Any costs associated with Contaminated Soils**

**UNKNOWN UNDERGROUND UTILITIES**

**We thank you for the opportunity to provide you with the work proposal. Should you have any questions, please don't hesitate to call us at (925) 819-2960.**

  
**Ben Cerney**  
**Redwood Engineering Construction**