



**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/86198359809>

or call 669-444-9171 (Meeting ID# 861 9835 9809)

AGENDA

October 27, 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 September 22, 2025 District Board meeting
- 4. Regular Business**
 - A. Presentations by OneShoreline’s 2025 Summer Fellows: Stanford PhD student Monique Santoso and Master’s student Noelle Villanueva, and Middlebury Institute of International Studies Master’s student Nate Buchanan
 - B. Authorize the CEO to execute an Agreement with Jacobs Engineering Group Inc. for the San Bruno Creek Resilience Project for an amount not to exceed \$1,465,000, and authorize a \$55,000 contingency controlled by OneShoreline
 - C. Adopt Resolution No. 2025-10-27 to accept a grant of up to \$2,033,726 from the California Ocean Protection Council for OneShoreline to complete the *San Mateo County Southern Bayside Cities Shoreline Resilience Plan* for East Palo Alto, Menlo Park, Redwood City, San Carlos, and Belmont in compliance with Bay Conservation and Development Commission (BCDC) Regional Shoreline Adaptation Plan guidelines for local jurisdictions
- 5. Chair’s Report ***
- 6. CEO’s Report ***
- 7. Board Member Reports and Items for a Future Agenda ***
- 8. Adjournment**

* There is no written staff report for this item

Meeting information, and public access and communications

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

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (ONESHORELINE)
Board of Directors meeting held in person and remotely via Zoom
September 22, 2025
DRAFT - MINUTES

1. Roll Call

Chair Ruddock called the meeting to order at 4:05 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)
Donna Colson, Representing Northern San Mateo County Cities
Kaia Eakin, Representing Southern San Mateo County Cities
Adam Rak, Representing Central San Mateo County Cities
Marie Chuang, Representing At-Large

Director(s) Absent:

Lisa Gauthier, Representing the Board of Supervisors, District 4 (Vice Chair)
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): None

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

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

Ayes: Chuang, Colson, Eakin, Ruddock

Noes: None

Absent: Gauthier, Mueller, Rak

Vote: 4-0-3

4. Regular Business

- A. Update on the 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 Executive Director Margaret Bruce

Len Materman spoke briefly on this item, and then Greer Stone and Margaret Bruce presented on this item. Director Colson, Chair Ruddock, and Director Eakin also spoke on this item.

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

Public Speaker(s): Jerry Hearn of Portola Valley

- B. Adopt Resolution 2025-09-22-A approving the Fourth Amendment to the Employment Agreement with the CEO

Chair Ruddock spoke on this item.

Public Speaker(s): None

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

Ayes: Chuang, Colson, Eakin, Rak, Ruddock

Noes: None

Absent: Gauthier, Mueller

Vote: 5-0-2

- C. Adopt Resolution 2025-09-22-B establishing a District Salary Schedule for Fiscal Year 2025-26

Chair Ruddock spoke on this item.

Public Speaker(s): None

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

Ayes: Chuang, Colson, Eakin, Rak, Ruddock

Noes: None

Absent: Gauthier, Mueller

Vote: 5-0-2

- 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

Len Materman and Johnathan Perisho spoke on this item. Director Eakin, Director Colson, Director Rak, and Chair Ruddock also spoke on this item.

Public Speaker(s): None

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

Ayes: Chuang, Colson, Eakin, Rak, Ruddock

Noes: None

Absent: Gauthier, Mueller

Vote: 5-0-2

- 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

Len Materman, Johnathan Perisho, and Summer Bundy spoke on this item. Chair Ruddock also spoke on this item.

Public Speaker(s): None

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

Ayes: Chuang, Colson, Eakin, Rak, Ruddock

Noes: None

Absent: Gauthier, Mueller

Vote: 5-0-2

5. Chair's Report

Chair Ruddock reported on Senator Josh Becker's success in securing \$40 million in Climate Bond (Prop 4) funding within the 2025-2026 State budget for coastal resilience initiatives across the San Francisco Bay region.

Public Speaker(s): None

6. CEO's Report

Len Materman spoke on the following items:

- OneShoreline worked with Vice Chair Gauthier on a letter from her to oppose the U.S. Environmental Protection Agency proposal to rescind the EPA's 2009 Endangerment Finding for greenhouse gases ("GHGs") and to eliminate federal GHG standards for motor vehicles.
- OneShoreline received notice that on September 30th the California Ocean Protection Council will consider approve funding for a OneShoreline-led effort to develop a multi-jurisdictional shoreline resilience plan for the cities of Belmont, San Carlos, Redwood City, Menlo Park, and East Palo Alto.

Public Speaker(s): None

7. Board Member Reports and Items for a Future Agenda

None.

Public Speaker(s): None

8. Adjournment

The meeting was adjourned at 5:04 p.m.

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

Date: October 27, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Presentations by OneShoreline’s 2025 Summer Fellows: Stanford PhD student Monique Santoso and Master’s student Noelle Villanueva, and Middlebury Institute of International Studies Master’s student Nate Buchanan

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) receive presentations from OneShoreline’s 2025 Summer Fellows, Stanford PhD student Monique Santoso and Master’s student Noelle Villanueva, and Middlebury Institute Master’s student Nate Buchanan.

Background and Discussion

Since the summer of 2021, OneShoreline has hosted graduate student fellows through Stanford University’s Haas Center for Public Service, specifically through the Partnerships for Climate Justice in the Bay Area (PCJ in the Bay) Fellowship Program. This program has been rewarding for both OneShoreline and our fellows, and several fellows have stayed actively engaged with OneShoreline beyond the term of their fellowship. This past summer, OneShoreline hosted a PhD student and a Master’s student from Stanford, and for the first time, a Master’s student from the Middlebury Institute of International Studies in Monterey, California through a fellowship from the Center for the Blue Economy. The three students have diverse academic backgrounds and interests that supported various aspects of OneShoreline’s work:

- Monique Santoso is a third-year PhD candidate in Communication at Stanford University. Her research focuses on ways that emerging technologies can be leveraged for community-centered risk communication. This past summer, Monique completed research on best practices for communicating flood early warnings, and she developed a draft communication protocol tailored to OneShoreline’s Flood Early Warning System.
- Nate Buchanan is a Master’s student in Environmental Policy and Management, specializing in Ocean and Coastal Resource Management, at the Middlebury Institute of International Studies. He is interested in sea level rise adaptation and coastal policy in California. This past summer, Nate supported OneShoreline staff on the Millbrae and Burlingame Shoreline Resilience Project and the Brisbane Living Shoreline Project to restore oyster and eelgrass habitats. He also reviewed the sea level rise and flooding-related sections of city plans and policies throughout San Mateo County.
- Noelle Villanueva is a Master’s student in Sustainability at Stanford University. Her interests are in applying geographic information system (GIS) tools for problem-solving and engaging communities in collective climate action. This past summer, Noelle created ArcGIS StoryMaps to communicate OneShoreline projects in San Bruno and Brisbane, and she conducted preliminary research in support of OneShoreline’s emerging pilot programs to reduce the challenges around insurability.

At this Board meeting, Monique, Nate, and Noelle will briefly present the results of their work and be available to answer questions.

Fiscal Impact on OneShoreline Resources

Stanford and the Middlebury Institute provided stipends for their respective students, and OneShoreline’s Operating Budget provided \$1,000 to supplement Nate’s stipend.

Attachments

None

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

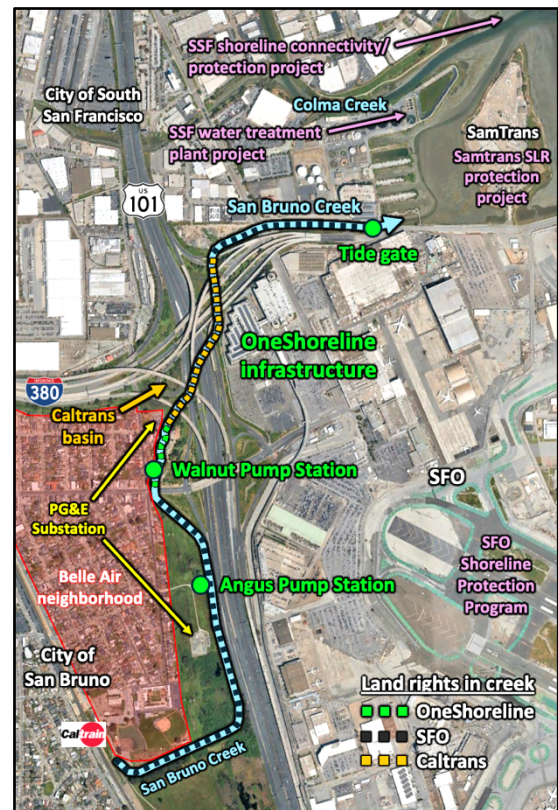
Date: October 27, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the CEO to execute an Agreement with Jacobs Engineering Group Inc. to provide planning and design services for the San Bruno Creek Resilience Project

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 Jacobs Engineering Group Inc. (“Agreement”) for an amount not to exceed \$1,465,000, and authorize a \$55,000 contingency controlled by OneShoreline, to provide planning and design services for the San Bruno Creek Resilience Project (“Project”).

Background and Discussion

Upon its establishment on January 1, 2020, OneShoreline assumed the assets and liabilities of the former San Mateo County Flood Control District, including the San Bruno Creek Flood Zone. This Flood Zone, formed in 1967, matches the 4½ square mile San Bruno Creek watershed that includes areas of the cities of San Bruno and South San Francisco (“SSF”), and unincorporated San Mateo County. The stormwater and coastal infrastructure are managed by OneShoreline and these local jurisdictions, plus San Francisco International Airport (“SFO”), Caltrans, BART, Caltrain, and SamTrans. The image at right shows some of this complexity.



As described in the May 19, 2025 report for Agenda item 4D, complex land and infrastructure ownership, plus aging, difficult to maintain infrastructure subjected to current and increasing threats of sea level rise and extreme storms, have led to more frequent and substantial flooding, particularly in San Bruno’s Belle Air neighborhood. Given these technical and jurisdictional challenges, a comprehensive approach is needed to evaluate, prioritize, and communicate feasible resilience projects, and to engage stakeholders in selecting a first project and a portfolio of future projects that can be competitive for external funding.

As discussed at previous Board meetings, OneShoreline received a grant from FEMA of \$897,500 for this project. While the required local match is \$607,500, OneShoreline may provide up to \$645,000 from Flood Zone property taxes to allow for adequate community engagement and contingency funds, if needed.

On July 23, 2025, OneShoreline released a Request for Proposals (“RFP”) titled *Planning and Engineering Services for the San Bruno Creek Resilience Project* following consultations with staff from the City of San Bruno, the County, and City and County Association of Governments (C/CAG) stormwater team. In response to the RFP, OneShoreline received seven proposals, four of which were sent to a panel of reviewers from OneShoreline, the City of San Bruno, and San Mateo County based on the proposing consultant teams’ qualifications and experience, quality of approach, responsiveness, cost, references, and record of compliance. The panel interviewed the two top-ranked consultant teams and unanimously selected Jacobs Engineering Group Inc. (“Jacobs”) based on the strength of its proposal and interview; the depth and relevance of experience across its firms and key staff; the clarity and strategic benefits of its approach; its strong record of delivering comparable flood resilience projects; and a demonstrated ability to manage a complex, multi-agency and community engagement process.

Over the two-year scope, the Jacobs team will develop a technically sound, stakeholder- and community-informed flood resilience plan and advance a priority initial project to 30% design, CEQA documentation, and grant readiness. Specific tasks include: data collection and analysis, alternatives evaluation, preparing concept designs, supporting conversations with regulatory agencies, and completing a cost-benefit analysis. The effort will be carried out in close coordination with the City of San Bruno, SFO, South San Francisco, Caltrans, C/CAG, and other agency partners and experts. Engagement will be integrated into the project approach, including involving residents, community-based organizations, tribal representatives, and regional partners. An objective of this effort is to position OneShoreline and its partners for future state and federal funding, in part by aligning the project with BCDC guidelines established in its Regional Shoreline Adaptation Plan.

While the Agreement before the Board at this meeting is focused on deliverables of planning and 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 and construction milestones, CEQA and permitting support, and funding support. As the Project progresses, the CEO may return to the Board with updates before seeking to amend the Agreement to authorize additional work.

Impact on District Resources

The Agreement's proposed not-to-exceed amount of \$1,465,000, plus the proposed \$55,000 contingency controlled by OneShoreline, plus additional costs associated with community engagement, will all be funded from the \$897,500 FEMA grant and up to \$645,000 in property taxes collected within the San Bruno Creek Flood Zone. These proposed costs, and costs associated with OneShoreline staff time on this project, are accounted for in the approved FY 2025-26 Flood Zone Budget and will be included in the FY 2026-27 Flood Zone Budget that will be presented to the Board for approval in June 2026.

Attachment

Draft Agreement with Jacobs Engineering Group Inc. for the San Bruno Creek Resilience Project

**AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND JACOBS ENGINEERING GROUP INC.**

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 Jacobs Engineering Group Inc. (“Contractor”) (together, the “Parties”) effective October 27, 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 planning and design services for the San Bruno Creek Resilience Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference:
 - Exhibit A—Scope of Services
 - Exhibit B—Payments and Rates
 - Exhibit C—Schedule
 - Exhibit D—Federal Emergency Management Agency (FEMA) Requirements
2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for OneShoreline 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 OneShoreline without prior written authorization by OneShoreline.
3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, OneShoreline shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 Million Four Hundred Sixty-Five Thousand Dollars and Zero Cents (\$1,465,000.00). 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 October 27, 2025, through October 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 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. Notwithstanding the foregoing, if Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

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 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 be the amounts specified below:

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

With the exception of Professional Liability and Employer's Liability, OneShoreline and its officers and employees 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 and employees shall be primary insurance and (ii) if OneShoreline or its officers and employees 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: Summer Bundy, Director of Project Management
Address: 1700 South El Camino Real, Suite 502, San Mateo, CA 94402
Telephone: 650-844-8310
Email: sbundy@OneShoreline.org

In the case of Contractor, to:

Name/Title: Susan Dennis, Vice President
Address: Four Embarcadero Center, Suite 3800, San Francisco, CA
94105
Telephone: 408-564-3236
Email: Susan.Dennis@jacobs.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, Jacobs Engineering Group Inc.:

Contractor Signature

Contractor Name (Print)

Date

For OneShoreline:

Len Materman
Chief Executive Officer

Date

Exhibit A – Scope of Services

In consideration of the payments set forth in Exhibit B, Contractor shall perform the services described below for 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 by OneShoreline. Additional services outside of those described herein must be authorized by the OneShoreline's representative in writing prior to the commencement of that work.

The task structure is established in the federal grant. Contractor is responsible for grant Scope of Services under Tasks 2, 4, 6, 7, 8. Task 9 is an optional task that is not included within the grant.

TASK 2 – PROJECT MANAGEMENT

PROJECT MANAGEMENT

Contractor (“Jacobs”) will coordinate with OneShoreline to schedule a kickoff meeting with OneShoreline to discuss our first 10 days, assumptions, approach, and communication expectations. This will inform development of subsequent project management plans and activities.

The Jacobs team will develop a project management plan (PMP) to establish and maintain protocols for managing project schedule, budget, communication, and deliverables. Development of the PMP will be done in coordination with OneShoreline, within the context of the greater San Bruno Resilience Project. Jacobs will also develop a Quality Control Plan with input from OneShoreline and other project partners to establish protocols for quality control, responsibilities, review timelines, document standards, and change processes to optimize alignment across relevant requirements for Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA), Regional Shoreline Adaptation Plan (RSAP), and California Environmental Quality Act (CEQA). A project decision and risk management log will be used to track information needs and issue resolution from kickoff through preparation of grant closeout.

Jacobs will establish and maintain a project SharePoint site to facilitate comprehensive project documentation and file sharing with project partners. Monthly progress and financial reports will roll into quarterly reports to support FEMA reporting needs.

Jacobs will coordinate with OneShoreline to identify a meeting cadence that fits with other planning efforts given staff limitations and other project activities. Meetings will include regular video call progress meetings and Technical Advisory Committee (TAC) meetings. These calls will serve as a platform to request and share information, receive input, resolve challenges, and keep important deadlines in mind for the project team. In some cases, bi-weekly check ins will be converted to smaller sessions with key stakeholders. Jacobs will attend up to four in-person workshops or site visits, as needed, to support project development. Jacobs will coordinate closely with OneShoreline to optimize in-person travel to maximize utility. In addition, Jacobs will work with OneShoreline to refine workplans and assumptions as the result of the Strategic Early Workshops conducted under Task 6 or other decision points, as requested.

DELIVERABLES

- Project Management Plan (draft and final) – including relevant early workshop outcomes and guidance for aligned deliverables
- Agendas, materials, meeting notes (one draft), and action items for PMT meetings, TAC meetings, and workshops
- Project decision and risk log
- Quality Control Plan (QA/QC)
- Monthly progress reports and invoices
- SharePoint site for document sharing

ASSUMPTIONS

- Up to 4 Project Management Team (PMT) meetings. Subsequent PMT meetings (up to 30 total) and TAC meetings (up to 6) will be held across all project phases.
- Monthly invoices to OneShoreline will build to a quarterly report to align with FEMA reporting needs
- Workplan refinements will be completed pending the result of Strategic Early Workshops completed under Task 6.

TASK 4 – DATA COLLECTION AND ANALYSIS

DATA COLLECTION AND REVIEW

This task includes review of relevant local studies, plans, and projects and will build on previous flood studies and planning projects for the area. Additional data collection will focus on key items and methods confirmed in the Strategic Early Workshops (Task 6) that are deemed essential for selection of a first project, design, and San Bruno Creek Resilience Plan development. A core activity is the vulnerability assessment and documentation of existing conditions, to be completed in coordination with Task 6.

Elevation Survey

New data collection will be targeted to patch updates for spill points along the channel OR for the first project given that the 1D-2D San Bruno Creek model has recently been updated. Updates include new stream channel cross-sections provided by SFO to address areas where vegetation or overpasses warp LiDAR-based elevation data, calibrated tide gate behavior based on new water level monitoring data, and geographic corrections to upstream boundary conditions and the box culverts under Hwy 101. The elevation survey report will therefore summarize elevation data and improvements to date, and will add in site survey data if and when complete.

Land Survey

Land survey activities will be targeted for the first project. Jacobs will develop a specific workplan as a result of the Early Strategic Workshops or first project selection. It will

include steps to verify property boundaries, easements, and rights-of-way while identifying any encroachments or constraints; comply with applicable state survey standards; and reference to existing control networks, ensuring legal defensibility and permitting readiness.

Existing Conditions and Environmental and Historic Preservation (EHP) Data Collection

Utilizing previous studies, existing information, and community input, Jacobs will map visible infrastructure, utilities, vegetation, drainage features, community assets, and other resources. Specifically, this will include sensitive habitats, threatened and endangered species (e.g., San Francisco garter snake habitat in the Cupid Row Canal lowlands), historic properties, and other environmental resources within the project area. This comprehensive inventory will support constructability assessments, environmental clearance documentation, and inform nature-based design opportunities, in addition to the vulnerability assessment.

VULNERABILITY ASSESSMENT

Building on data collection, Jacobs will conduct a site-specific vulnerability assessment to evaluate risks from rainfall, future rainfall with climate change, sea level rise, storm surge, and raising groundwater (planning level).

The assessment will:

- Leverage updated topographic and hydrologic data to model future flood scenarios
- Incorporate infrastructure performance and sedimentation trends to identify operational vulnerabilities
- Align with RSAP Adaptation Strategy Standards and FEMA accreditation requirements
- Reflect community input and local planning priorities, including environmental justice considerations
- Use analysis areas that reflect these considerations

Findings from this assessment will directly inform resilient design strategies, guide mitigation measures, and provide defensible inputs for permitting and stakeholder engagement.

Data will include future precipitation time series based on San Francisco Bay Area Precipitation in a Warmer World (2023), as well as current and future 24-72-hour coastal time series incorporating tide + surge + wave action. These projected future

conditions capture the latest and best available science and are consistent with the 2024 California Sea Level Rise (SLR) Guidance focusing on the intermediate, intermediate-high, and high SLR projections.

ALIGNMENT OF DELIVERABLES

Existing Conditions and Vulnerability Assessment (RSAP Elements B and C)

This task includes documentation of Existing Conditions and Vulnerability Assessment results using RSAP Adaptation Strategy Standards Elements B-Existing Conditions and C-Vulnerability Assessment. This deliverable will be aligned to meet multiple purposes. For example, RSAP Section B.2c Ecosystem Health and Resilience Conditions, and B2.d Historical Conditions overlap content for a FEMA grant requirement for Environmental and Historic Preservation (EHP) Resources, and CEQA/NEPA documentation. Specific sections and technical analyses that may be required by FEMA will be developed as appendices or submitted under separate cover.

Documentation will characterize resources (i.e. resources characterization) to highlight high level opportunities and constraints for biological, community, and stakeholder considerations to inform the adaptation strategy. For example, portions of the planning area with natural resources will be evaluated to identify opportunities to improve functions and values of existing conditions. For example, for the West-of-Bayshore property, Jacobs will utilize the San Francisco Garter Snake Recovery Action Plan (RAP) and team experience to determine habitat opportunities that may contribute to this project's objectives. Coordination with OneShoreline and the outreach consultant will provide community input in addition to existing outreach summaries.

Environmental and Historic Resources Sections

Jacobs will compile existing data on environmental and historic resources within the study area and prepare a summary subchapter. This information will support the alternatives analysis (Task 6.1) and preparation of the environmental document (Task 6.3) and support permit applications. Information will be presented in a way that facilitates its use – preferably by copy-and-paste – in the environmental document.

The Environmental and Historic Resources section will build on the Existing Conditions section summary of existing data, by identifying data gaps, and recommending appropriate analysis (to be conducted under Task 6.3) focusing on the following resources:

- **Air Quality and Greenhouse Gases.** Jacobs will provide a qualitative description of pollution sources and greenhouse gas emissions from operating and maintaining the existing facilities.
- **Cultural Resources.** Jacobs will query the California Historic Resources Information System and compile relevant, previously completed archaeological and built environment investigations.
- **Hazardous Materials.** Jacobs will query existing databases of environmental hazards and hazardous materials management, such as the state Geotracker and Envirostor databases.
- **Tribal Cultural Resources.** Jacobs will obtain a list of tribal contacts from the Native American Heritage Commission, who also will provide a summary of any sacred lands in its database. Jacobs will support OneShoreline in its required AB 52 tribal outreach activities, including preparing engagement letters to be sent to the tribal contacts and helping facilitate any discussions.
- **Water Quality.** Jacobs will support the hydrologic and hydraulic (H&H) team with baseline information on water quality from a regulatory perspective, including a summary of known impairments in San Bruno Creek and the status of any ongoing or planned TMDLs.

In addition, Jacobs will document any known nuisance issues (e.g., neighborhood complaints) regarding noise, odors, traffic, and similar concerns associated with operating and maintaining the existing facilities.

FEMA COORDINATION FOR ACCREDITATION

To inform design parameters for tide gate options Jacobs will coordinate with FEMA to determine the relevant requirements for potential certification, and update data collection needs accordingly. The project description for concepts with potentially accredited structures will include a description of design criteria and approval steps required, including engineering certification, as built plans, and maintenance and operation plans. To enable the possibility of an accredited project and associated Letter of Map Revision (LOMR) to reflect its new flood protection capabilities on the official Flood Insurance Rate Maps (FIRMs) Jacobs will work with One Shoreline and FEMA to determine the criteria for LOMR and complete analysis consistent with those requirements. For instance, for the tide gate, the LOMR would need to show how the structure reduces the Special Flood Hazard Area (SFHA),

potentially moving repeated loss properties from a high-risk flood zone (like Zone AE) to a lower-risk zone (like Zone X). The data needs for the LOMR will typically include project narrative and summary of H&H analyses that will be completed in Task 6 for project concepts and evaluation. Topographic work map with new floodplain and floodway boundaries, and steps to complete a coastal structures form (Form 5) and community acknowledgment form will be completed in parallel with Task 7, if selected as a first project.

This task will summarize information for consideration in project concept development and evaluation, and will document any completed coordination as part of the FEMA required deliverable.

DELIVERABLES

- **Elevation Survey Appendix** including field data, topographic maps, and integration with existing LiDAR used in modeling and design.
- **Boundary and Topographic Survey Appendix** with property lines, easements, CAD/GIS files, and identification of right-of-way constraints for first project
- Research and investigation for **Existing Conditions "Chapter"** (RSAP Element B and C key sections) and setting description for environmental document including baseline conditions, Vulnerability Assessment, and Environmental and Historic Preservation Resources database review compiling known environmental and cultural resources, mapped constraints, and data gap assessment.
- **FEMA Accreditation Coordination Summary** including meeting notes, requirements for LOMR application, and recommended next steps for tide gate certification/accreditation.
- **Geospatial and Design Data Package** with relevant GIS shapefiles, geo-databases, CAD files, and any developed terrain or surface models to support subsequent phases.

ASSUMPTIONS

- Up to 8 PMT meetings
- Elevation survey limited to spot locations along banks or first project, as confirmed in Strategic Early Workshop
- Land Survey limited to one parcel or key area for first project, as confirmed in Strategic Early Workshop or first project selection
- Existing conditions investigation for hazardous materials will include a desktop review of existing information and databases. A Phase 1 Environmental Site Assessment, following ASTM E-1527-21, will not be prepared.
- **Existing Conditions "Chapter"** (RSAP Element B and C key sections) development (written sections) are included in Task 6.

TASK 6 – ALTERNATIVES ANALYSIS AND CEQA

6.1 – ALTERNATIVES ANALYSIS, PUBLIC ENGAGEMENT SUPPORT, AND ADAPTATION PLAN

This subtask includes activities to support alternatives analysis, development of a San Bruno Resilience Plan, and selection of the first project. Concurrent with Task 2-4, Task 6 includes Strategic Early Workshops to identify critical components and refine workplans.

STRATEGIC PLANNING WORKSHOPS

Strategic early workshops will clarify the critical aspects of the San Bruno Resilience Program and will drive San Bruno Resilience Plan development, selection of a first project, 30% design, and overall FEMA FMA, RSAP, and CEQA alignment. In these workshops we will confirm overall performance criteria and consideration of related upstream and downstream projects, environmental strategy, and our approach for coordination with key stakeholders, Technical Advisory Committee (TAC) members, and the outreach consultant. This early activity is a key risk mitigation strategy and will outline key next steps.

PUBLIC ENGAGEMENT SUPPORT APPROACH

This task includes activities to support stakeholder and community outreach activities for the duration of the planning process conducted under Task 5 with a separate outreach consultant.

Engagement Planning

Jacobs will collaborate with OneShoreline's outreach consultant to co-create a dynamic, "living" engagement plan that evolves with the project's technical progress. This plan will align community and stakeholder engagement activities with project phases, key decision points, and TAC input, ensuring that each outreach step informs upcoming milestones. Drawing on existing engagement work—including the Community Insights Report—Jacobs and the outreach consultant will identify what is already known, determine the most critical new information to share, and define the most effective strategies to communicate it. Engagement will be sequenced to maximize transparency,

support informed participation, and avoid stakeholder fatigue.

Outreach and Engagement Support

Jacobs will provide the outreach consultant with timely, clear technical inputs and visuals to support high-quality public-facing materials and presentations. These may include flood maps, cross-sectional diagrams of adaptation alternatives, and comparative visuals to illustrate trade-offs.

Integration of Community and Stakeholder Input

Jacobs will help ensure that feedback collected through outreach is meaningfully incorporated into the planning process. Our team will work with the outreach consultant and OneShoreline to synthesize community and stakeholder insights into evaluative criteria for adaptation alternatives and project phasing.

ALTERNATIVES ANALYSIS

A significant element of the San Bruno Creek Resilience Plan is the development and analysis of adaptation strategies that address near- to long-term flood vulnerabilities, are technically sound, community-supported, and can be incorporated into a regional resilience strategy.

FLOOD VULNERABILITY PRIORITIZATION

Based on the understanding gained from the vulnerability assessment findings and through discussions with OneShoreline, TAC, and community partners, risk areas will be prioritized and incorporated into the decision making framework. Priority areas will be based on level of vulnerability assessed in Task 4, including impacts to community and ecological resources. These priority areas will be documented along with the primary type of flood risk (e.g. tidal, creek, extreme precipitation, rising groundwater) affecting the area and resources impacted, consistent with RSAP Element C and Basin Plan metrics.

DECISION-SUPPORT TOOLS AND VISUAL COMMUNICATION

This task includes the refinement of criteria identified through the Strategic Early Workshops. Jacobs will develop a transparent, technically defensible, and repeatable framework to rate and rank various project concepts by applying evaluation criteria representing key considerations across all disciplines, with focus on the key objectives identified through the early workshops and subsequent consultation with OneShoreline and TAC partners. Specific evaluation criteria will be developed for these and other categories to support both FEMA and

RSAP requirements. This task will update metrics and spatial evaluation areas based on the vulnerability assessment and prioritization. The framework will establish the approach for initial concept development and screening, that for first project selection, and for full resilience plan alternatives to help guide efficient modeling and analysis. For example, the evaluation will include a modeling assessment to demonstrate the flood risk reduction that could be achieved. The quantitative evaluation of risk reduction will utilize the same H&H models and approaches used in the vulnerability assessment and prioritization. Subsequent refinements of concepts will include evaluation of additional criteria to create options for first projects.

These tools will be set up to allow for ease of synthesis, mapping, and other graphic summaries for community communication and decision making for adaptation strategy development and first project selection. This includes the development of general templates and production of findings throughout the alternatives analysis task.

ADAPTATION STRATEGIES AND FIRST PROJECT SELECTION (2%)

This task will build upon existing analyses and the vulnerability prioritization to identify flood reduction and adaptation strategies. Jacobs will develop a range of options for first screening. Drawing on concepts and lessons learned from previous studies, a range of long-term and short-term adaptation strategies may include: increasing canal outflows by increasing capacity at existing pump stations or adding a new pump station, tide gate redesign to increase outflow capacity, offline storage concentrated or distributed through the system to reduce peak water levels, redirection of flows with flood control structures, alteration of channel dimensions, or potential non-structural measures at key points along the channel corridor or at key facilities or properties.

In all cases, we will identify and incorporate multi-benefit components into concept development drawing upon analysis of existing conditions and opportunities in Task 4. For example, biological opportunities and constraints would inform surface detention or channel reconfiguration concepts considering San Francisco garter snake and California red-legged frog.

Jacobs will optimize the hydraulic configuration of the leading project concepts, test each concept via

simulation in the H&H models, and summarize flood protection benefits of the concepts individually and in combination. Focusing on the candidate projects with the greatest chance of achieving project objectives, including community and stakeholder needs, Jacobs will work to further refine concepts and concept portfolios for additional modeling scenarios, culminating in a menu of 2% concepts.

Model simulations for prospective combinations of project concepts will be conducted for a range of rainfall events and sea level conditions to reflect current meteorology as well as future increases in precipitation and bay water levels associated with climate change, consistent with RSAP guidance. Project benefits at moderate storm events in addition to those at design-level events will be quantified to demonstrate concept performance for high frequency and low frequency events for the most promising candidates. This will allow for the development of adaptation pathways for first project candidates, while minimizing modeling time and effort.

SAN BRUNO CREEK RESILIENCE PLAN

This task includes the preparation of administrative drafts of a public facing San Bruno Creek Resilience Plan, including a summary of plan components, their performance, adaptation pathways and high level phasing, project prioritization, implementation roles, and funding strategies, per RSAP guidelines for the activities completed. Public drafts will be completed in Task 7.

DELIVERABLES

- Technical contributions to TAC presentation materials and meeting notes
- 2% draft concept summaries in presentation friendly format (power point), for up to 8 screened concepts
- Engagement visuals and technical content
- San Bruno Creek Resilience Plan (administrative drafts)

ASSUMPTIONS

- Early Strategic Workshops (up to 2) will be used to update workplans and refine meeting attendance strategy and assumptions for all Tasks
- Up to 16 PMT meetings and up to 6 TAC meetings (approximately quarterly or for strategic review)
- Up to 3 stakeholder specific coordination meetings. PMT meetings would be repurposed for stakeholder coordination meetings, as needed.
- Decision for first project selected at 2%
- Alternatives will be screened such that the selected "first project" can be reasonably taken to a 10% level of

design and progressed to 30% design within the allocated budget for Task 7.

- San Bruno Resilience Plan is a public facing document utilizing public communication materials and summarizing high level findings of activities.
- San Bruno Resilience Plan administrative draft will reference RSAP adaptation strategy standards that require additional analysis beyond the scope or budget of the San Bruno Creek Resilience Project.

6.2 – ENVIRONMENTAL STRATEGY AND REGULATORY SUPPORT

ENVIRONMENTAL AND REGULATORY STRATEGY

The selected first project will drive the environmental strategy and regulatory approach. The Jacobs team will develop a regulatory compliance strategy summary that includes:

- A list of regulatory agencies and applicable permits for each major concept
- The type of permit that will be required and identification of any programmatic permits that may cover the activity (for example, Programmatic Biological Opinions)
- The recommend approach for developing permit applications including the potential to cover multiple elements under programmatic permits and agreements
- Anticipated schedule and costs for obtaining regulatory approvals

REGULATORY SUPPORT

The Jacobs team will work with OneShoreline to plan and attend early coordination meetings with key resource agencies and stakeholders and engage these agencies early in the planning process to identify key regulatory considerations related to species protection, water quality, and habitat impacts. Environmental and permitting expertise will be integrated into the development and evaluation of adaptation strategies and first project concepts to:

- Shape mitigation-by-design concepts during the adaptation planning process and during 10% and 30% design of the first project.
- Incorporate expertise relevant to Federal Aviation Administration (FAA) and SFO limitation on net increases in wildlife hazard attractants, where applicable.

- Clarify permitting requirements, timelines, and potential constraints.
- Assess the complexity of potential implementation pathways to inform decision-making.
- Identify recommended studies or technical documentation needed to support future permitting and phased implementation.

This task includes one multi-agency meeting with an invitation extended to all relevant agencies including the U.S. Army Corps of Engineers, National Marine Fisheries Service, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, San Francisco Bay Regional Water Quality Control Board, and the San Francisco Bay Conservation and Development Commission or a presentation to the Bay Restoration Regulatory Integration Team (BRITT) which is part of San Francisco Bay Restoration Authority. This meeting would be held in advance of selecting the first project. The Jacobs team will help OneShoreline introduce first project options, obtain resource agency feedback, and identify key concerns.

Following the initial multi-agency meeting, Jacobs will work with OneShoreline to plan and attend up to three focus meetings or BRITT meetings. The scope and agenda for these meetings will be based on the feedback obtained from the initial multi-agency meeting and concept refinements. Focus meetings may be held with BCDC, Water Board, CDFW, SFO and/or FAA, and/or BRITT. During these meetings Jacobs will facilitate OneShoreline’s engagement with the agencies and stakeholders by providing technical and strategic support to understand the stakeholders input and concerns.

DELIVERABLES

- Regulatory engagement strategy summary
- Attendance and materials to support meeting with regulatory agencies
- Meeting notes

ASSUMPTIONS

- One multi-agency and up to three focus meetings
- In-person meeting will be held within 30 minutes of OneShoreline’s office.

6.3 – DRAFT CEQA DOCUMENT

This task includes environmental review for the “first project,” with the assumption that the project can be cleared with a CEQA Initial Study and Mitigated Negative Declaration (IS/MND).

CEQA ENVIRONMENTAL DOCUMENT FOR FIRST PROJECT

Jacobs will prepare an environmental document for the first project so that OneShoreline can adopt (commit to) the first project in full compliance with CEQA requirements. Jacobs will prepare an Initial Study following the CEQA Guidelines, Appendix G checklist format. Jacobs also will prepare a short Mitigated Negative Declaration as a cover memo to accompany the Initial Study. Jacobs will prepare one administrative draft for review by OneShoreline and one public draft to be released for agency and public review. Agency and public review activities will be done in coordination with OneShoreline's outreach consultant.

The Jacobs environmental and design teams will collaborate to develop the project description based on the 10% design deliverable, in advance of the 30% design. Key information to be developed includes the project footprint (including temporary construction disturbance areas), construction activities, and operational characteristics. This information will be presented in a draft project description that, when complete, will signal ability to complete the Initial Study.

Following release of the public draft, Jacobs will compile and respond to agency and public comments, using a comment/response matrix, and will update the IS/MND as needed. Jacobs will work with OneShoreline staff to bring the Final IS/MND and associated information (e.g., Mitigation Monitoring and Reporting Plan) for Board adoption at the appropriate time. Following approval, Jacobs will file a Notice of Determination with the State Clearinghouse and County Clerk, which triggers a 30-day statute of limitations and ends the CEQA process.

DELIVERABLES

- Draft Project Description
- Administrative Draft IS/MND
- Public Review Draft IS/MND
- Comment response logs/synthesis
- Final IS/MND
- Mitigation Monitoring and Reporting Plan
- Notice of Determination

ASSUMPTIONS

- All administrative draft documents are assumed to have one round of review by OneShoreline staff. If other reviewers are involved, Jacobs assumes that OneShoreline will review and consolidate all external comments with their own.
- OneShoreline will be responsible for advertising the release of the public review draft. Jacobs will support this effort by completing the required CEQA forms and filings (e.g., Notice of Completion filed with the State Clearinghouse).

TASK 7 – 30% DESIGN

Potential options for a first project will have a range of cost and associated level of effort for environmental review and design. This task allows for design of a multi-benefit first project that includes components to address the multiple goals of the San Bruno Creek Resilience Project.

Given the potential range of project options, some first projects are anticipated to require more effort for 30% design than others. It is possible the first project may consist of multiple lower effort concepts or it may be more complex.

First projects that are anticipated to require the most effort for 30% design include: new tidal gate where San Bruno Creek connects to the bay (as it needs new culverts and new roadway on top), and a new permanent pump station structure. First projects that are anticipated to require a lower effort for 30% design could include a temporary (off the shelf product) pump station with interpretive art. Potential mid-level effort first projects could include an upgrade of the pump stations and adjacent areas for maintenance access or other co-benefits.

Jacobs will develop the 30% design for the preferred "first project" that OneShoreline selects. Design work will satisfy USACE requirements (Engineering Manuals) and meet FEMA accreditation needs such as for top of flood defense elevation, if part of the first project concept. The 30% drawings will be sufficient to allow a cost estimate and construction schedule. The drawings will define key project components, features and alignments to a level of detail adequate to support environmental review, FEMA grant compliance, and permitting strategy development.

The 30% design scope includes:

- **Basis of Design Memorandum** summarizing key assumptions, design criteria, technical constraints, alternatives considered, regulatory context, and rationale for selected design approach. This document should support CEQA documentation, permitting strategy, and future phases of design.
- **Develop conceptual layouts and preliminary engineering drawings for the preferred first project**

that illustrate project extents, key dimensions, and functional components (e.g., pump stations, tide gates, levees, detention basins, habitat areas, public access features).

- Coordination with OneShoreline and its outreach consultants to support a workshop **presenting the 30% design concept**, including preparation of maps and drawings and workshop attendance.
- **Evaluate and refine** potential project alignments and configurations based on technical feasibility, constructability, right-of-way constraints, and consistency with adaptation goals.
- Coordination with OneShoreline and relevant stakeholders to **incorporate input** on design elements and multi-benefit opportunities (e.g., habitat restoration, public access, operations and maintenance considerations).
- Support development of planning-level construction **cost estimates** and implementation/**construction schedules**.

DELIVERABLES

- 10% and 30% draft Basis of Design Memorandum
- 10% and 30% draft design drawings (PDF and CAD)
- Planning-level construction cost estimate anticipated at an AACE Class 3 level
- Draft implementation/construction schedule - Stakeholder coordination summary
- Geospatial and engineering files (GIS and CAD)
- San Bruno Creek Resilience Plan (final draft)

ASSUMPTIONS

- A first project will be selected that can be reasonably taken from 10% to 30% level of design within the allocated budget for this task, currently developed for a first project of medium complexity, such as a pump station with adjacent topographic and multi-benefit improvements, including medium complexity habitat, public access, and educational improvements, such as trail integration, art, and educational signage.
- If public amenities in the form of larger scale landscape or park improvements are central to the first project, Jacobs could provide limited additional design support under Task 9, if requested and budget allowing.
- If green infrastructure in the form of nature-

based surface storage is central to the preferred first project, The Jacobs team will provide limited additional design and cost estimation support, using Task 9, if requested and budget allowing.

- If the preferred first project consists of multiple components, and/or design intensive components such as a new tidal gate (requiring new culverts and roadway) along with a new pump station then an adjustment to the level of design development will be required to remain within the allocated budget.
- Will provide electronic only versions of 10% draft concept drawings (up to 6), class 4 cost estimate, and schedule.
- Major review comments on 10% draft deliverable will be addressed in 30% draft deliverable
- Will provide electronic only versions of 30% draft concept drawings (up to 12 plans or sections), basis of design memorandum, and cost estimate.
- 30% draft design will provide a sufficient level of detail to support CEQA analysis.
- 30% cost estimates will provide a sufficient level of detail to support Benefit-Cost analysis.
- A client review period for the draft 30% design is not included in project budget or schedule. Review comments will be incorporated as part of a future design phase.
- Specifications will be developed as part of a future design phase.
- Cost estimate is expected to be an AACE Class 3, which has an accuracy of -10% to -20% on the low side and +10% to 30% on the high side.

SAN BRUNO CREEK RESILIENCE PLAN

This task includes the preparation of the final draft of a public facing San Bruno Creek Resilience Plan, including a summary of plan components, their performance, adaptation pathways and high-level phasing, project prioritization, implementation roles, and funding strategies, per RSAP guidelines for the activities completed. This will include reference to the first project as needed.

ASSUMPTIONS

- Administrative and public drafts of the Resilience Plan will be developed under Task 6.

TASK 8 – COST ESTIMATE, BCA DEVELOPMENT, AND SUBAPPLICATION

PREPARE GRANT APPLICATION MATERIALS

Jacobs will support grant readiness efforts for the preferred "first project" by preparing materials commonly required for federal and state funding applications, including FEMA's Flood Mitigation Assistance (FMA) Program and Hazard Mitigation Grant Program (HMGP). This work will align with concurrent CEQA and design tasks to ensure consistency across documentation. This task includes:

- Compile components needed for potential grant applications, including project narratives, conceptual designs, schedules, and risk reduction summaries tailored to FMA, HMGP, or similar funding programs.
- Coordinate closely with Task 6 and 7 to ensure costs estimates, performance evaluation, and environmental documentation is formatted and cross-referenced to support NEPA compliance where applicable.

DEVELOP PLANNING-LEVEL COST ESTIMATE

Jacobs will coordinate among project engineers, cost estimators, and economists so that the cost estimates developed as part of the 30% design are complete, consistent, and appropriate for use in a FEMA grant application and accompanying Benefit Cost Analysis, including contingency amounts appropriate to the level of design. The project team may need to coordinate with OneShoreline or TAC members to determine changes in operations and maintenance costs and appropriate cost estimations.

BENEFIT-COST ANALYSIS

Jacobs will conduct a Benefit-Cost Analysis in compliance with FEMA BCA guidance and relevant federal guidelines for economic analysis. The analysis will be conducted in the FEMA BCA Toolkit, along with a technical memo and any other supporting documentation in spreadsheet or PDF format. Inputs and assumptions needed to estimate project costs and benefits will be determined in coordination with Task 6 and 7. The major elements of the analysis include:

- Project Costs—Jacobs will coordinate with Task 7 to understand total project costs, including all

capital costs and future operating costs of the project over its useful life.

- Project Benefits—potential project benefits will be examined for inclusion in the BCA. Primarily, reduced flood damage to structures and structure contents will be analyzed, using county tax assessor rolls of parcel improvements and standard HAZUS assumptions of content value and structure and content depth-damage curves by structure type. Additional benefit categories will also be examined, including avoided interruption to utility services due to flooding, vehicle damages, road damages, and habitat creation to determine if they are appropriate and worthwhile to include in the analysis. Any project benefits that are difficult to quantify for inclusion in the BCA may be discussed on a qualitative basis.
- Sea level rise—Sea level rise assumptions will be carefully considered to determine how they impact BCA results, and to ensure that they meet current FEMA guidance for how sea level rise is included in future projections.

WORK SCHEDULE

Jacobs will create a detailed work schedule, including Go/No-Go milestones for completion and submission of a FEMA grant application. In particular, a rough project BCA will be sketched out early in the timeline of grant application development to determine if the project is likely to meet FEMA's cost effectiveness benchmark or will require more detailed consideration of outside-the-box benefits or additional project elements.

DELIVERABLES

- Benefit-Cost Analysis (BCA) using FEMA-approved tools and methods, quantifying expected flood risk reduction and other benefits in relation to project costs.
- Relevant documentation to support potential compliance with the National Environmental Policy Act (NEPA), in coordination with CEQA environmental review.
- Detailed work schedule including Go/No-Go milestones to inform phased implementation and grant compliance.

ASSUMPTIONS

- OneShoreline will identify subsequent grant opportunity. If requested, and budget allowing, Task 9 may provide additional support for Funding Strategy and Revenue Business Case.

TASK 9 – AS NEED ADAPTATION PLANNING AND DESIGN SERVICES

Jacobs will provide additional services, as requested and budget allowing, to complement the work conducted under Task 2-8. For

requested activities, Jacobs will prepare an updated workplan and associated budget for review and approval by OneShoreline prior to initiating work. Tasks may include:

FUNDING STRATEGY AND REVENUE BUSINESS CASE

If requested, Jacobs will prepare a funding strategy and a feasibility study of potential revenue approaches to fund the San Bruno Resilience Project or future OneShoreline resilience projects.

In addition to preparing additional FEMA grant funding to advance the project through to construction, Jacobs can develop a comprehensive funding strategy for the project, monitor and pursue Federal, State, and other grant opportunities, and help to manage grant funds post-award.

The funding strategy would complement existing OneShoreline strategies and would include evaluation of private/philanthropic sources and innovative financing tools, such as credit enhancements, conduit funding, State Revolving Fund (SRF) sponsorship loans, and/or green bonds that can be used in addition to traditional options.

Strategy development may include a 2 hour funding workshop with OneShoreline staff and partners to present near and medium-term funding options, discuss strategies, and develop a roadmap for securing the needed funding to advance the San Bruno Resilience Project.

Part of the strategy could also include development of a project specific business case. The goal of the business case would be to determine feasible approaches to pay for capital costs, bond financing costs, and ongoing maintenance and operation costs of the project over the debt repayment period, based on beneficiary pays principles. The business case includes several steps that can be carried out sequentially:

- Funding Baseline - work with the project team to outline the most current understanding of project costs and funding sources, including an assessment of potential funding sources and uncertainties. The complete business case will determine feasibility of paying for annualized capital costs, bond financing costs, and ongoing maintenance and operation costs following project construction.
- Beneficiaries - outline a comprehensive list of beneficiaries and their specific benefits from the project, both quantifiable and nonquantifiable, as well as any contingencies for future benefits (e.g. construction of

additional storage, etc.).

- Revenue Approaches - Identify universe of revenue approaches that can reach identified beneficiaries.
- Feasibility Analysis - Perform a feasibility analysis of revenue approaches to determine legal, political, and financial feasibility for application to the NERF, as well as pros and cons of each approach.
- Cost Allocation - allocate annualized project costs among project beneficiaries, based on feasible revenue approaches. Costs at the household level can be evaluated for affordability based on local average household income and modeled project benefits.

DELIVERABLES

- To be defined and approved in task specific workplan. Items may include:
- Funding Strategy Workshop
- Ongoing monitoring and analysis of funding programs
- Grant application materials for a FEMA FMA, HMGP or other grant program, as requested
- Revenue Business Case

COORDINATION AND COLLABORATION WITH SAN FRANCISCO ESTUARY INSTITUTE (SFEI)

If requested, and budget allowing, Jacobs will coordinate with SFEI to complement planning and design activities for the San Bruno Creek Resilience Project. Similar to coordination with the public outreach consultant on a separate contract, Jacobs will collaborate with SFEI.

Activities may include:

- Species vulnerability assessment or mitigation space analysis
- Refinement of historical ecological mapping of the project area to inform restoration concept development.
- Multibenefit concept development, including coastal habitat restoration concepts or alignment with Bay habitat goals with tide gate or coastal protection concepts, for example
- Multibenefit performance evaluation for open space, species diversity, reduction of extreme heat, or other metrics in in the Next Generation Urban Greening or other evaluation methodology

DELIVERABLES

- To be defined and approved in task specific workplan

PREPARATION OF A PROGRAM EIR WORKPLAN

During the Strategic Workshops or Alternatives Analysis, it may be determined that a programmatic evaluation of the

San Bruno Creek Resilience Plan is desirable. If that is the preferred approach, Jacobs will develop a workplan to prepare a Program EIR. This may be a Program EIR that may also include a project-level evaluation of the first project, obviating the need for a separate IS/MND, or a Program EIR in addition to, or following the project specific IS/MND.

The workplan would include activities to complete:

- Scoping activities in coordination with the outreach consultant
- Notice of Preparation
- Annotated outline of the Draft PEIR
- Draft Project Description
- CEQA/NEPA coordination summary memo
- Administrative Draft PEIR
- Public Review Draft PEIR
- Comment response logs/synthesis

DELIVERABLES

- Workplan to Support Approval of a change from IS/MND to Program EIR or other Environmental Documentation, or completion of a Program EIR in addition to or following a project specific IS/MND

ADDITIONAL ADAPTATION

PLANNING OR DESIGN SUPPORT

Jacobs will provide additional planning, analysis, or design support, if requested, and it is determined that requests cannot be accommodated under Tasks 2-8. These activities may include:

- Additional scope or refinement of landscape architecture, urban design, public access, or educational components.
- Additional scope or refinement of stormwater management features.
- Multistorm performance evaluation to support decision making or public facing technical information.
- Additional public outreach support or preparation of technical materials.
- Data access or other related project fees and expenses.

DELIVERABLES

- To be defined and approved in task specific workplan

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, OneShoreline shall pay Contractor based on the following fee schedule and terms:

Under no circumstances shall the amount paid by OneShoreline to Contractor exceed \$1,465,000.00. Contractor shall provide OneShoreline with a written itemized invoice that allows the 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.

JACOBS RATE TABLE

Classification	Hourly Rate
Principal and QA Managers	\$363
Senior Professional III	\$344
Senior Professional II	\$320
Senior Professional I	\$303
Project Professional III	\$275
Project Professional II	\$255
Associate Professional II	\$220
Associate Professional I	\$200
Staff Professional II	\$184
Staff Professional I	\$153
Staff Support II	\$135
Staff Support I	\$110

LOTUS RATE TABLE

Classification	Hourly Rate
Principal Modeling Engineer	\$305
Principal Engineer	\$305
Senior Engineer	\$220
Project Engineer	\$190
Natural Systems Designer	\$170
Project Controls	\$110

SBI RATE TABLE

Classification	Hourly Rate
Principal Scientist	\$295

LEVEL OF EFFORT AND TASK BUDGETS BY FIRM

Tasks	JACOBS				LOTUS WATER + SBI				PROJECT	
	TOTALS				TOTALS				TOTALS	
	Total Jacobs Hours	Subtotal, Labor Cost	Escalation	Jacobs Total	Subtotal, Sub Labor Hours	Subtotal, Sub Labor Cost	Total Sub consultant Cost	Markup on Sub Labor (2%)	Total Hours	Total Cost
Task 2: Project Management	499	\$112,527	\$466	\$112,993	32	\$6,870	\$6,870	\$137	531	\$120,000
Task 4: Data Collection and Analysis	660	\$151,163	\$815	\$151,978	188	\$47,080	\$47,080	\$942	848	\$200,000
Task 6: Alternatives Analysis and CEQA	1857	\$482,909	\$2,352	\$485,261	252	\$63,470	\$63,470	\$1,269	2109	\$550,000
Task 7: 30% Design	2010	\$474,190	\$2,136	\$474,190	94	\$23,210	\$23,210	\$464	2104	\$500,000
Task 8: Cost Estimate, BCA Development, and Subapplication	196	\$39,780	\$220	\$40,000					196	\$40,000
Total - Tasks 2 through 8	5222	\$1,260,569	\$5,988	\$1,266,557	566	\$140,630	\$140,630	\$2,813	5788	\$1,410,000
Task 9: As Needed Services and Expenses										\$55,000
TOTAL NOT-TO-EXCEED AMOUNT										\$1,465,000

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:

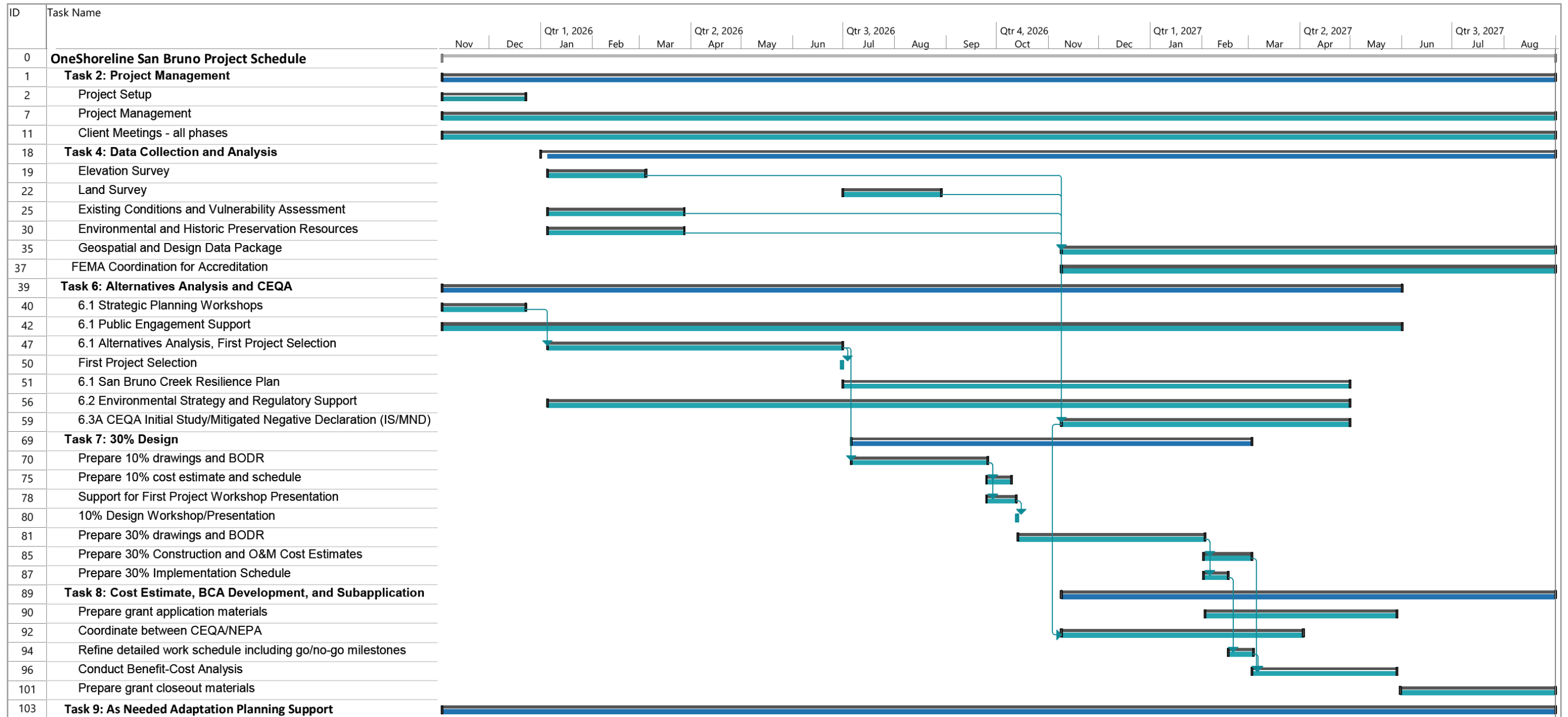


Exhibit D – Federal Emergency Management Agency (FEMA) Requirements

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

1. Remedies for Breach of Contract. In the event of a breach of this Agreement, the non-breaching party shall be entitled to seek all available legal, contractual, administrative, and/or other remedies authorized by law, including, but not limited to, specific performance, monetary damages, sanctions, penalties, or termination of the Agreement. The non-breaching party may also pursue injunctive relief to prevent further breaches. All remedies shall be cumulative and not exclusive, and the exercise of one remedy shall not preclude the right to pursue others.
2. Termination for Cause and Convenience. Either party may terminate this Agreement for cause if the other party materially breaches any term and fails to cure such breach within 10 days of receiving written notice. Termination for convenience may be exercised by either party, with or without cause, by providing 30 days' written notice to the other party. Upon termination for convenience, the terminating party shall be responsible for any fees or costs incurred up to the termination date, but no further obligations shall arise beyond that point.
3. Dispute Resolution; Controlling Law; Venue. The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
4. Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves the performance of experimental, developmental, or research work funded in whole or in part by FEMA under a funding agreement, Contractor shall comply with the requirements of 37 C.F.R. Part 401 and any FEMA implementing regulations. This includes any assignment, substitution of parties, or subcontract related to such work. Inventions created under this Agreement shall be subject to the rules governing ownership as outlined in these regulations.
5. Clean Air Act and Federal Water Pollution Control Act Compliance.
 - a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251, et seq.).
 - b. Contractor agrees to report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
6. Suspension and Debarment.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. Contractor agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by District. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor must sign and submit to District the following certification (see APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING):

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. Procurement of Recovered Material. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
 - c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
8. Prohibition on certain telecommunications and video surveillance equipment or services (§ 200.216). In accordance with § 200.216, the Contractor is prohibited from using any equipment, services, or systems that include telecommunications or video surveillance components produced by or provided

by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, in the performance of this Agreement. This prohibition applies to all contracts, renewals, and extensions and includes the use of such equipment or services as a substantial or essential component of any system.

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. OneShoreline shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

10. Domestic Preferences for Procurements (§ 200.322). To the greatest extent practicable and consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products. This requirement applies to all procurements, subawards, contracts, and purchase orders under this Agreement.

11. Access to Records.

- a. Contractor agrees to provide District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 12. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 13. No Obligation by Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to District, Contractor, or any other party pertaining to any matter resulting from the contract.
- 14. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

Date: October 27, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Adopt Resolution No. 2025-10-27 to accept a grant of up to \$2,033,726 from the California Ocean Protection Council for OneShoreline to complete the *San Mateo County Southern Bayside Cities Shoreline Resilience Plan* for East Palo Alto, Menlo Park, Redwood City, San Carlos, and Belmont in compliance with Bay Conservation and Development Commission Regional Shoreline Adaptation Plan guidelines for local jurisdictions

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) adopt Resolution No. 2025-10-27 to accept up to \$2,033,726 in funding from the California Ocean Protection Council (“OPC”) through its Senate Bill 1 Sea Level Rise Adaptation Planning Grant Program.

Background and Discussion

Passed in 2023, Senate Bill 272 (Laird) requires coastal cities to develop sea level rise adaptation plans by 2034. The bill also directs the San Francisco Bay Conservation and Development Commission (“BCDC”) to establish guidelines for cities within its jurisdiction to complete these adaptation plans. In December 2024, BCDC adopted the Regional Shoreline Adaptation Plan (“RSAP”), which provides detailed guidance for preparing subregional (one or more jurisdictions) shoreline adaptation plans that fulfill SB 272 requirements. At OneShoreline’s August 25, 2025 Board meeting, BCDC staff provided an overview of the RSAP, and the Board adopted a resolution accepting an OPC grant to complete the Brisbane Shoreline Resilience Plan in compliance with BCDC guidelines.

On July 3, 2025, OneShoreline submitted an application to the OPC Senate Bill 1 Sea Level Rise Adaptation Planning Grant Program for “Track 1” funding to develop a *San Mateo County Southern Bayside Cities Shoreline Resilience Plan* for the cities of East Palo Alto, Menlo Park, Redwood City, San Carlos, and Belmont that would comply with RSAP guidelines. Key tasks for this multi-jurisdictional effort include: updating existing conditions and vulnerability assessments using the latest sea level rise guidance; developing targeted adaptation strategies and pathways for the 2050 and 2100 planning horizons; engaging with key stakeholders and the general public; and identifying priority projects, land use policies, a funding strategy, and implementation plan.

On September 30, 2025, OPC approved its staff recommendation of \$2,033,726 in funding to OneShoreline; in addition to these resources, OneShoreline committed to provide in-kind staff time valued at \$73,050 utilizing funding OneShoreline received from a San Mateo County Measure K grant, and the five participating cities committed to provide a similar in-kind match of \$569,000 over the life of the three-year effort. Staff are now working with OPC to finalize the work plan, with project activities anticipated to begin in late Spring 2026 following to completion of a grant agreement between the State and OneShoreline and then OneShoreline’s procurement process to hire a consultant team. To execute the agreement with the State and receive grant funds, OneShoreline’s governing body must adopt the attached resolution accepting the grant. This resolution is similar to the one for Brisbane adopted by the Board on August 25, 2025.

Impact on OneShoreline Resources

Because this grant was not awarded prior to the beginning of this fiscal year, it is not accounted for in the approved FY 2025-26 Operating Budget; it will partially offset the costs of a new project manager that OneShoreline intends to hire within the coming months.

Attachment

Draft Resolution No. 2025-10-27

