



**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/86026785569>

or call 669-444-9171 (Meeting ID# 8602 6785 569)

AGENDA

April 27, 2026

4:00 PM

1. **Roll Call**
2. **Public Comment** Persons wishing to address the Board on District-related matters not on this Agenda, as well as items listed under Action to Approve the Consent Agenda, may speak for up to two minutes; comments on Agenda items shall be heard during that item for up to two minutes.
3. **Action to Set the Agenda and Approve the Consent Agenda**
 - A. Approve the Minutes of the February 23, 2026 and March 23, 2026 OneShoreline Board meetings
 - B. Appoint two at-large members to the Colma Creek Citizens Advisory Committee
4. **Regular Business**
 - A. Authorize the CEO to execute three-year Master Service Agreements with both Goodfellow Bros. California, LLC and Yerba Buena Engineering & Construction, Inc. for as-needed routine maintenance services with a combined not-to-exceed amount for both Agreements of \$1,800,000
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 “raise hand” function, 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 OneShoreline 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
February 23, 2026
DRAFT – MINUTES

1. Roll Call

Chair Ruddock called the meeting to order at 4:01 p.m. via Zoom video conference software. Acting Clerk of the Board, Stephanie Lau, took the roll call.

Directors Present:

Debbie Ruddock, Representing Coast (Chair)

Lisa Gauthier, Representing the Board of Supervisors, District 4 (Vice Chair) *(joined at 4:05 p.m.)*

Donna Colson, Representing Northern San Mateo County Cities

Kaia Eakin, Representing Southern San Mateo County Cities

Marie Chuang, Representing At-Large

Director(s) Absent:

Ray Mueller, Representing the Board of Supervisors, District 3

Adam Rak, Representing Central San Mateo County Cities

Staff Present:

Len Materman, Chief Executive Officer

Brian Kulich, Esq., Legal Counsel

Lucy Dong, Director of Finance and Administration

Summer Bundy, Director of Project Management

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 January 26, 2026 OneShoreline Board meeting

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

Ayes: Chuang, Colson, Eakin, Ruddock

Noes: None

Absent: Gauthier, Rak, Mueller

Vote: 4-0-3

4. Regular Business

A. Adopt Resolution No. 2026-02-23 in support of a OneShoreline application to the California State Parks Division of Boating and Waterways to fund the City of Pacifica Beach Boulevard Offshore Artificial Reef Study

Vice Chair Gauthier joined the meeting at 4:05 p.m.

Len Materman and Christine Boles, Mayor of Pacifica, spoke on this item. Director Colson, Vice Chair Gauthier, and Chair Ruddock also spoke on this item.

Public Speaker(s): Bob Battalio from Pacifica, Sam Casillas from Pacifica Land Trust

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

Ayes: Chuang, Colson, Eakin, Gauthier, Ruddock

Noes: None

Absent: Rak, Mueller

Vote: 5-0-2

- B. Receive an update on OneShoreline's *Guidance for Resilient Public Infrastructure in San Mateo County*, the first iteration of which provides planning, design, and policy recommendations for stormwater systems, roads, and wastewater and water recycling systems based on an updated understanding of climate impacts

Len Materman, Summer Bundy, and Johnathan Perisho spoke on this item. Director Eakin, Vice Chair Gauthier, Chair Ruddock, and Director Colson also spoke on this item.

Public Speaker(s): Ann Schneider of Millbrae, Gita Dev from the Sierra Club Loma Prieta Chapter

- C. Authorize the CEO to execute Amendment 2 to an Agreement with Stantec Consulting Engineers, Inc. to develop the *Guidance for Resilient Public Infrastructure in San Mateo County*

Len Materman and Summer Bundy spoke on this item.

Public Speaker(s): None

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

Ayes: Chuang, Colson, Eakin, Gauthier, Ruddock

Noes: None

Absent: Rak, Mueller

Vote: 5-0-2

5. Chair's Report

None.

Public Speaker(s): None

6. CEO's Report

Len Materman spoke on the following items:

- Storms and King Tides in December 2025 and January 2026
- Requests for Proposals (RFPs) planned in 2026
- 2026 San Mateo County Multijurisdictional Local Hazard Mitigation Plan

Summer Bundy, Johnathan Perisho, and Stephanie Lau also spoke on this item. Directors Chuang and Colson spoke on this item as well.

Public Speaker(s): None

7. Board Member Reports and Items for a Future Agenda

Chair Ruddock spoke on livestreaming future OneShoreline Board meetings on social media channels. Len Materman also spoke on this item.

Public Speaker(s): None

8. Adjournment

The meeting was adjourned at 5:09 p.m.

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (ONESHORELINE)
Board of Directors Meeting Held in Person and Remotely via Zoom
March 23, 2026
DRAFT MINUTES

1. Roll Call

Chair Ruddock called the meeting to order at 4:07 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)
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
Donna Colson, Representing Northern San Mateo County Cities
Kaia Eakin, Representing Southern San Mateo County Cities

Staff Present:

Len Materman, Chief Executive Officer
Brian Kulich, Esq., Legal Counsel
Lucy Dong, Director of Finance and Administration
Summer Bundy, Director of Project Management
Johnathan Perisho, Project Manager
Clare Keating, Project Manager
Kevin Murray, Infrastructure Project Manager
Stephanie Lau, Consulting Grant and Communications Advisor and Acting Clerk of the Board

2. Public Comment

Public Speaker(s): Ann Schneider of Millbrae

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

- A. Approve the Minutes of the February 23, 2026 OneShoreline Board meeting
Item 3A was not considered due to lack of quorum.

4. Regular Business

- A. OneShoreline requests for federal Congressionally Directed Spending/Community Project Funding
Len Materman spoke on this informational item. Chair Ruddock also spoke on this item.
Public Speaker(s): None

- B. Receive a presentation by the San Mateo County Planning staff leading the County's Plan Princeton study

Summer Burlison and Bharat Singh from San Mateo County Planning and Building Department presented on this informational item. Chair Ruddock, Director Chuang, and Director Rak also spoke on this item.

Public Speaker(s): Gita Dev from the Sierra Club Loma Prieta Chapter

- C. Receive a presentation by San Mateo County Harbor District General Manager Jim Pruett on the Harbor District's studies and projects at and near the Pillar Point Harbor

Jim Pruett presented on this informational item. Len Materman, Chair Ruddock, and Director Chuang also spoke on this item.

Director Rak left the meeting at 5:04 p.m.

Public Speaker(s):

- Virginia Chang Kiraly, Vice President of the Board of Harbor Commissioners
- Achint Sanghi of Berkeley

5. Chair's Report

Item 5 was not considered due to a lack of quorum.

6. CEO's Report

Item 6 was not considered due to a lack of quorum.

7. Board Member Reports and Items for a Future Agenda

Item 7 was not considered due to a lack of quorum.

8. Adjournment

The meeting was adjourned at 5:28 p.m.

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

Date: April 27, 2026
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Appoint at-large members to the Colma Creek Citizens Advisory Committee

Recommendation

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

- Edward Bortoli, from the City of South San Francisco, for the term expiring on March 31, 2030
- Gail DeFries, from the City of Daly City, for the term expiring on March 31, 2030

Background and Discussion

Formalized by the San Mateo County Board of Supervisors in 2002, the Committee provides input and recommendations regarding the operations, maintenance, and capital improvements within the Colma Creek Flood Zone, which comprises that creek’s watershed and includes portions of the cities of Daly City, Pacifica, San Bruno, and South San Francisco and all of the Town of Colma (collectively, the “Cities”).

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

- Five members appointed by the city council of each of the Cities, i.e. one member per city, and
- Four “at large” members appointed by the Board.

Following OneShoreline’s formation on January 1, 2020, the Board assumed the role of governing body of the Committee and responsibility for appointing its “at large” members. “At large” members serve terms of four years and must be property owners residing within the Colma Creek Flood Zone. Both Ms. Gail DeFries and Mr. Edward Bortoli currently reside and own property within the Colma Creek Flood Zone: Ms. Gail DeFries in the City of Daly City and Mr. Edward Bortoli in the City of South San Francisco. Both have served as “at large” members for multiple terms.

A list of the current Committee Members and their terms is attached.

Impact on OneShoreline Resources

There is no direct impact on OneShoreline resources associated with this item; Committee members are not compensated for their service.

Attachment

Table of members of the Colma Creek Citizens Advisory Committee

Members of the Colma Creek Citizens Advisory Committee			
Member Name/Designation	Appointed by	Member Since	Term Expires
<i>City/Town Appointed Representatives (Members)</i>			
Helen Fiscaro, Town of Colma Representative	Colma Town Council	2002-04-01	2026-12-31
Greg Wright, City of Pacifica Representative	Pacifica City Council	2025-01-01	2026-12-31
Mark Addiego, City of South San Francisco Representative	South San Francisco City Council	2024-07-24	2026-03-31
Marty Medina, City of San Bruno Representative	San Bruno City Council	2020-04-01	2026-12-31
Teresa G. Proaño, City of Daly City Representative	Daly City Council	2022-01-13	2026-12-31
<i>Board Appointed Representatives (Members "At Large")</i>			
Gail DeFries, City of Daly City Member At Large	OneShoreline Board of Directors	2002-04-01	2026-03-31
Edward Bortoli, City of South San Francisco Member At Large	OneShoreline Board of Directors	2014-12-31	2026-03-31
Ryan Mayfield, City of South San Francisco Member At Large	OneShoreline Board of Directors	2020-04-01	2028-03-31
Lissette Morales, City of South San Francisco Member At Large	OneShoreline Board of Directors	2022-12-13	2029-03-31

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

Date: April 27, 2026

To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors

From: Len Materman, Chief Executive Officer (“CEO”)

Subject: Authorize the CEO to execute three-year Master Service Agreements with both Goodfellow Bros. California, LLC and Yerba Buena Engineering & Construction, Inc. for as-needed routine maintenance services with a combined not-to-exceed amount for both Agreements of \$1,800,000

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) authorize the CEO to execute a three-year Master Service Agreement (“MSA”) with Goodfellow Bros. California, LLC (“GBI”) and a three-year MSA with Yerba Buena Engineering & Construction, Inc. (“Yerba Buena”) for as-needed routine maintenance services. The combined not-to-exceed amount authorized by the Board for both MSAs totals \$1,800,000.

Background and Discussion

OneShoreline assumed the assets and liabilities of the former San Mateo County Flood Control District, including infrastructure constructed within the Colma Creek, San Bruno Creek, and San Francisquito Creek Flood Zones. Additionally, in other areas around the county OneShoreline has worked with local jurisdictions and completed work to address current and future challenges through the Bayfront Canal and Atherton Channel Project and the Routine Maintenance on Bayside Creeks Project. In these and other potential areas, significant maintenance and land stewardship is required.

Since 2020, the San Mateo County Department of Public Works (“DPW”) has supported OneShoreline activities in the three Flood Zones through an MSA for activities related to routine maintenance, project management support, and environmental compliance. The MSA for fiscal Years 2020–2023 had a total not-to-exceed amount of \$6,803,000, of which \$4,984,957 was expended. The currently active MSA for fiscal years 2023–2026 has a total not-to-exceed amount of \$4,870,000, of which \$2,340,512 has been expended to date with two months to go in that MSA.

The currently active MSA with DPW expires June 30, 2026 and alternative services are necessary to meet OneShoreline’s operations and maintenance responsibilities. OneShoreline staff recommends that more than one firm be retained for these services to ensure that a firm is available, potentially on short-notice and at multiple locations. Staff also recommends a multi-year agreement to build efficiencies through consistency and familiarity with assets and responsibilities.

On January 14, 2026, staff released a Request for Service Qualifications for As-Needed Routine Maintenance. Staff received proposals from two firms, GBI and Yerba Buena, both of which were found to be responsive, and the firms were deemed to be well qualified, in part by demonstrating extensive local experience. Accordingly, staff recommends entering into an MSA with GBI and an MSA with Yerba Buena.

Work performed under the Master Service Agreements is limited to routine maintenance services, as defined by California Public Contract Code Section 22002(d). This includes sediment removal at targeted locations, vegetation management, trash and debris removal, and servicing of facilities such as flap gates. This work also includes activity in sensitive habitats with strict environmental compliance measures.

For all work under the Master Service Agreements, staff would request from each contractor a proposal for specific services and then award Contract Service Orders (“CSO”) based on best value, including consideration of cost, experience, demonstrated understanding of scope, and availability. Once selection has been made, staff will notify each firm and a CSO would be issued that includes a description of services needed, costs, required deliverables, and schedule of performance.

Each of the proposed Master Service Agreements has a term of three years (May 1, 2026-April 30, 2029) with a not-to-exceed amount of \$1,800,000. Because the two firms, GBI and Yerba Buena, will bid against one another for each CSO, it is possible though unlikely that one firm will receive approval of all of the CSOs and secure the entire \$1,800,000 available to fund these activities under the proposed Board action. Regardless, OneShoreline staff will track total approved CSO values and expenditures for both MSAs together and once the combined amount under both MSAs reaches \$1,800,000 of approved work, no additional expenditures by either firm will be approved unless and until the Board takes new action to authorize additional expenditures.

Fiscal Impact on District Resources

The proposed Master Service Agreements include a combined maximum fiscal obligation of \$1,800,000 over a three-year term. Payments would be funded through property taxes collected within the respective Flood Zones where the work is completed (Colma Creek, San Bruno Creek, and San Francisquito Creek) or other maintenance work included within annual budgets and workplans approved to the Board or by way of emergency actions following established Board policies.

Attachment

Draft Master Service Agreement with GBI and Master Service Agreement with Yerba Buena.

**MASTER SERVICES AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT AND
GOODFELLOW BROS. CALIFORNIA, LLC**

This MASTER SERVICE AGREEMENT (“MSA”) is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“OneShoreline”), and Goodfellow Bros. California, LLC (“Contractor”) (together, the “Parties”) effective May 1, 2026.

Recitals

WHEREAS, 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

WHEREAS, OneShoreline has advertised publicly the availability of a contract and requested qualified firms, teams, joint ventures, or other qualified business entities to submit a Qualifications Package for as-needed routine maintenance services in San Mateo County, and Contractor was one of two qualified respondents; and

WHEREAS, OneShoreline desires to utilize the services of Contractor and the other qualified respondent as independent contractors to provide services as described herein and subject to the required authorization set forth in this MSA, and Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, this MSA provides for a contractual vehicle for services to be provided to OneShoreline by Contractor; and

WHEREAS, no work under this MSA by Contractor shall commence or be billable to OneShoreline on any task without prior written authorization by OneShoreline by way of a Contractor Service Order (“CSO”) approved by OneShoreline’s Chief Executive Officer (“CEO”), as authorized by the Board of Directors, and issued to Contractor by way of a Notice to Proceed signed by the CEO or their designee(s).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

Exhibit A—Master Scope of Services

2. **Services.** In consideration of the payments set forth Contractor shall perform services for OneShoreline in accordance with the terms, conditions, and specifications in this Agreement and in Exhibit A, and subsequent authorized CSOs. No work for any scope of work within Exhibit A by Contractor shall commence or be billable to OneShoreline without a fully executed CSO.

3. **Payments.** OneShoreline shall make payment to the Contractor based on the rates and in the manner specified in consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and Exhibit A and authorized CSOs. 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 Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) which amount represents the total amount authorized for routine maintenance services provided by both Contractor and the other qualified

respondent retained by OneShoreline, and Contractor will only be paid for services performed, as described above. 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 May 1, 2026 to April 30, 2029.

5. Time of Performance. The services shall be performed on a timely, regular basis in accordance with Exhibit A and authorized CSOs. If OneShoreline requests changes to the scope, schedule, or specifications of the work, or if Contractor encounters unforeseen conditions or delays beyond its reasonable control, either party may request a change order providing for adjustment to the contract price, schedule, or both. Change orders must be in writing and agreed to by both parties. Contractor shall not be liable for delays caused by OneShoreline, acts of God, or other events beyond Contractor's reasonable control.

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, including reasonable profit on work performed to the extent such payments are authorized under CSOs, demobilization costs, and reasonable cancellation charges for materials or services ordered for the project. 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 Exhibit A 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 thirty (30) days, Contractor shall be entitled to reasonable compensation for standby costs, extended overhead, and demobilization and remobilization expenses to the extent such payments are authorized by CSOs. 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 caused in whole or in part by the negligence or willful misconduct of OneShoreline and/or its officers, agents, employees, or servants. Where claims arise from the concurrent negligence of both parties, each party's indemnification obligation shall be limited to its proportionate share of liability. The duty of Contractor to indemnify and hold harmless as set forth by this section shall continue after termination of the Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

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

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

15. **Insurance.**

(a) Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by OneShoreline. Contractor shall furnish OneShoreline with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be

endorsed to provide that thirty (30) days' notice must be given, in writing, to OneShoreline of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

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

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

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

16. Compliance With Laws.

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

(b) All services to be performed by Contractor under this Agreement shall also be performed in accordance with all applicable laws, ordinances and regulations, including, without limitation, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable

quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

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

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

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

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

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

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

19. Controlling Law; Venue. The validity of this Agreement and of its terms, the rights and duties of the Parties, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of

California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

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

In the case of OneShoreline, to:

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

In the case of Contractor, to:

Name/Title: Darren Wilhoit, Regional Vice President
Address: 50 Contractors Street, Livermore, CA 94551
Telephone: 925-449-5764
Email: DarrenW@goodfellowbros.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. Notwithstanding the aforementioned, Consultant may retain a copy for regulatory purposes, to satisfy professional requirements or to comply with internal policies or guidelines. 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 Goodfellow Bros. California, LLC:

Darren Wilhoit
Regional Vice President

Date

For OneShoreline:

Len Materman
Chief Executive Officer

Date

Exhibit A – Master Scope of Services

In consideration of the scope of work and payments set forth in each CSO, Contractor shall perform the services described herein for OneShoreline in accordance with the terms, conditions, and specifications set forth in this MSA.

No work for any task within this Exhibit A by Contractor shall commence or be billable to OneShoreline without prior written authorization by OneShoreline by way of a CSO approved by the OneShoreline CEO, as authorized by the Board of Directors of OneShoreline.

Actual work performed by Contractor will be authorized by OneShoreline through individual CSOs, which, for purposes of this MSA, means document packages that describe work to be completed by Contractor and will include a detailed description of scope of work, budget, schedule, location(s), and any special specifications and conditions that apply to that specific CSO.

OneShoreline will issue CSOs on an as-needed basis. OneShoreline has the sole discretion to determine the number of CSOs issued and may issue any number of CSOs pursuant to this MSA. OneShoreline may enter into MSAs with multiple Contractors simultaneously and may solicit proposals from and award CSOs to any such Contractors at its sole discretion. Thus, this MSA does not guarantee Contractor any minimum amount of work or compensation. OneShoreline is under no obligation to issue any CSO or to solicit proposals from any particular Contractor. The issuance of this MSA confers no entitlement to work, and Contractor shall have no claim against OneShoreline arising from OneShoreline's decision to issue or not issue any CSO, to select or not select any Contractor for a given CSO, or to terminate this MSA in accordance with its terms.

OneShoreline will endeavor to package requests together as reasonably feasible to minimize administrative demands for OneShoreline and Contractors. For example, general routine maintenance for Colma Creek has historically been issued under a single annual request for services.

Evaluation and selections for each CSO will be made based on best value for cost, including consideration of cost, experience, demonstrated understanding of scope, and availability. Solicitation site visits will be available but may not be required dependent on scope and complexity of services requested. Proposals are expected to include confirmation of capacity to complete work in conformance with the required specifications and requirements set forth in the CSO solicitation package, cost, availability, and what crew is proposed for specific requested services. Once selection has been made proposers will be notified and OneShoreline may negotiate final scope, cost, and schedule with the selected Contractor prior to issuance of a CSO. The CSO will include a description of the contracted scope of services, costs, required deliverables, and schedule of performance.

For purposes of this MSA, maintenance work shall be governed by California Public Contract Code Section 22002(d), which provides that maintenance work includes (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

All maintenance work shall be performed in accordance with project specifications, applicable codes, industry best practices, and requirements of permits and approvals secured by OneShoreline or as specified in individual CSOs. These requirements may include but are not limited to coordinating with on-site biological and cultural monitors contracted directly by OneShoreline, limiting activities to certain work

periods, and following established protocols. **The following describes general categories of maintenance services that OneShoreline may solicit and authorize through individual CSOs. The actual scope, specifications, and requirements for any specific service will be defined in the applicable CSO solicitation package and resulting CSO.**

- Access Provisions
 - Mobilize and ensure appropriate access into and along streams, channels, or creeks.
 - Facilitate temporary access into streams, channels, or creeks to facilitate maintenance activities as needed.
- Trash and Debris Removal and Disposal
 - May include removal of anthropogenic trash as well as removal of downed trees, limbs, and other plant material. Removal of obstructions, other than sediment and large woody debris, at structures such as bridges (not to exceed 100 feet upstream and downstream of a bridge), channel banks and maintenance roads, streamflow measuring stations (stream gauges), tide gates, box culverts, storm drain outfalls, trash booms, and drop structures to maintain functions of such structures.
 - All waste is to be disposed of in alignment with applicable guidelines and regulations. OneShoreline shall be notified of the facilities where waste collected will be disposed.
 - For any waste that is generated through services provided, as much of the waste materials as economically feasible shall be reused, salvaged, or recycled.
- Maintenance Dredging and Vegetation Removal
 - Removal of accumulated silt, sand, and debris to maintain depth required for proper drainage. Contractor shall adhere to regulatory permit requirements as applicable by work location (e.g. San Francisco Bay Conservation and Development Commission, Clean Water Act disposal requirements, and California Department of Fish and Wildlife (CDFW) San Francisco garter snake and California red-legged frog requirements).
 - Maintenance dredging of San Bruno Creek may include hand-clearing of vegetation within and along channels and truck access under stringent environmental oversight, limited daily production, and tight work windows.
 - Removal of weeds and other vegetation in the vicinity of Angus Pump Station, which may include hand-clearing and weed-whacking under stringent environmental oversight.
 - All vegetation management shall be in alignment with established [Integrated Pest Management Policy](#)
- Concrete Repair
 - Grout injection — Injection of cementitious mixture into cracks, voids, or gaps to fill and seal.
 - Wall and tide gate structure servicing — Patching and resurfacing of concrete channel walls showing deterioration such as cracking, spalling, exposed reinforcement. Removal and replacement of failed joint sealants.

- Culvert Servicing
 - Patching, resurfacing, application of joint sealants, and erosion control features.
 - Exercising, servicing, and replacing in-channel flap gate structures.
- Dewatering and Bypass Systems
 - Preparation of dewatering and bypass plans for regulatory review and approval
 - Installation, operation, and removal of temporary dewatering systems to remove standing or flowing water from work areas, including pumps, hoses, sumps, and associated equipment.
 - Installation and operation of stream bypass systems to redirect channel flow around work areas during in-channel maintenance activities.
 - Management and disposal of pumped water in compliance with applicable permits and regulatory requirements secured by OneShoreline or as specified in individual CSOs.
- Contractor will be required to adhere to regulatory requirements as applicable by scope and work location in compliance with permits secured by OneShoreline or as specified in individual CSOs.
- Other Related Services
 - Other general contractor services related to the maintenance of stormwater-related infrastructure.

Completion of Work and Payment Schedule

In consideration of the Scope of Services provided by Contractor and subject to the terms of the Master Services Agreement, OneShoreline shall pay Contractor for work authorized and completed under individual CSOs based on the costs established in each CSO.

Under no circumstances shall the cumulative amount paid by OneShoreline to Contractor across all CSOs issued under this Master Services Agreement exceed One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00). No payment shall be made for work performed outside the scope, cost, or schedule established in an authorized CSO. In order to receive payment, Contractor shall provide OneShoreline with a written itemized invoice for each CSO itemized in accordance with the billing line items established in the applicable CSO. Invoices shall include the agreement number, CSO number, project location, dates of services, and specified work completed, and shall enable OneShoreline to reconcile work performed against the authorized CSO scope and budget..

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 forty-five (45) days of invoice receipt. Any disputed portion of an invoice shall be identified in writing by OneShoreline within fifteen (15) days of receipt, and undisputed amounts shall be paid regardless of any dispute as to other amounts.

DRAFT

Agreement No. 2026-05-01-YBI

**MASTER SERVICES AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT AND
YERBA BUENA ENGINEERING & CONSTRUCTION, INC.**

This MASTER SERVICE AGREEMENT (“MSA”) is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“OneShoreline”), and Yerba Buena Engineering & Construction, Inc. (“Contractor”) (together, the “Parties”) effective May 1, 2026.

Recitals

WHEREAS, 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

WHEREAS, OneShoreline has advertised publicly the availability of a contract and requested qualified firms, teams, joint ventures, or other qualified business entities to submit a Qualifications Package for as-needed routine maintenance services in San Mateo County, and Contractor was one of two qualified respondents; and

WHEREAS, OneShoreline desires to utilize the services of Contractor and the other qualified respondent as independent contractors to provide services as described herein and subject to the required authorization set forth in this MSA, and Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, this MSA provides for a contractual vehicle for services to be provided to OneShoreline by Contractor; and

WHEREAS, no work under this MSA by Contractor shall commence or be billable to OneShoreline on any task without prior written authorization by OneShoreline by way of a Contractor Service Order (CSO) approved by the OneShoreline Chief Executive Officer (CEO), as authorized by the Board of Directors of OneShoreline, and issued to Contractor by way of a Notice to Proceed signed by the OneShoreline CEO or their designee(s).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

Exhibit A—Master Scope of Services

2. **Services.** In consideration of the payments set forth Contractor shall perform services for OneShoreline in accordance with the terms, conditions, and specifications in this Agreement and in Exhibit A, and subsequent authorized CSOs. No work for any scope of work within Exhibit A by Contractor shall commence or be billable to OneShoreline without a fully executed CSO.

3. **Payments.** OneShoreline shall make payment to the Contractor based on the rates and in the manner specified in consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and Exhibit A and authorized CSOs. 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 Eight

Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) which amount represents the total amount authorized for routine maintenance services provided by both Contractor and the other qualified respondent retained by OneShoreline, and Contractor will only be paid for services performed, as described above. 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 May 1, 2026 to April 30, 2029.

5. Time of Performance. The services shall be performed on a timely, regular basis in accordance with Exhibit A and authorized CSOs. If OneShoreline requests changes to the scope, schedule, or specifications of the work, or if Contractor encounters unforeseen conditions or delays beyond its reasonable control, either party may request a change order providing for adjustment to the contract price, schedule, or both. Change orders must be in writing and agreed to by both parties. Contractor shall not be liable for delays caused by OneShoreline, acts of God, or other events beyond Contractor's reasonable control.

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, including reasonable profit on work performed to the extent such payments are authorized under CSOs, demobilization costs, and reasonable cancellation charges for materials or services ordered for the project. 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 Exhibit A 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 thirty (30) days, Contractor shall be entitled to reasonable compensation for standby costs, extended overhead, and demobilization and remobilization expenses to the extent such payments are authorized by CSOs. 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 caused in whole or in part by the negligence or willful misconduct of OneShoreline and/or its officers, agents, employees, or servants. Where claims arise from the concurrent negligence of both parties, each party's indemnification obligation shall be limited to its proportionate share of liability. The duty of Contractor to indemnify and hold harmless as set forth by this section shall continue after termination of the Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

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

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

15. **Insurance.**

(a) Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by OneShoreline. Contractor shall furnish OneShoreline with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be

endorsed to provide that thirty (30) days' notice must be given, in writing, to OneShoreline of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

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

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

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

16. Compliance With Laws.

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

(b) All services to be performed by Contractor under this Agreement shall also be performed in accordance with all applicable laws, ordinances and regulations, including, without limitation, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable

quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

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

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

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

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

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

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

19. Controlling Law; Venue. The validity of this Agreement and of its terms, the rights and duties of the Parties, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of

California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

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

In the case of OneShoreline, to:

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

In the case of Contractor, to:

Name/Title: Miguel Galarza, President
Address: 1340 Egbert Avenue, San Francisco, CA 94124
Telephone: 415-822-4400
Email: mgalarza@yerba-buena.net

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. Notwithstanding the aforementioned, Consultant may retain a copy for regulatory purposes, to satisfy professional requirements or to comply with internal policies or guidelines. 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 Yerba Buena Engineering & Construction, Inc.:

Miguel Galarza
President

Date

For OneShoreline:

Len Materman
Chief Executive Officer

Date

Exhibit A – Master Scope of Services

In consideration of the scope of work and payments set forth in each CSO, Contractor shall perform the services described herein for OneShoreline in accordance with the terms, conditions, and specifications set forth in this MSA.

No work for any task within this Exhibit A by Contractor shall commence or be billable to OneShoreline without prior written authorization by OneShoreline by way of a CSO approved by the OneShoreline CEO, as authorized by the Board of Directors of OneShoreline.

Actual work performed by Contractor will be authorized by OneShoreline through individual CSOs, which, for purposes of this MSA, means document packages that describe work to be completed by Contractor and will include a detailed description of scope of work, budget, schedule, location(s), and any special specifications and conditions that apply to that specific CSO.

OneShoreline will issue CSOs on an as-needed basis. OneShoreline has the sole discretion to determine the number of CSOs issued and may issue any number of CSOs pursuant to this MSA. OneShoreline may enter into MSAs with multiple Contractors simultaneously and may solicit proposals from and award CSOs to any such Contractors at its sole discretion. Thus, this MSA does not guarantee Contractor any minimum amount of work or compensation. OneShoreline is under no obligation to issue any CSO or to solicit proposals from any particular Contractor. The issuance of this MSA confers no entitlement to work, and Contractor shall have no claim against OneShoreline arising from OneShoreline's decision to issue or not issue any CSO, to select or not select any Contractor for a given CSO, or to terminate this MSA in accordance with its terms.

OneShoreline will endeavor to package requests together as reasonably feasible to minimize administrative demands for OneShoreline and Contractors. For example, general routine maintenance for Colma Creek has historically been issued under a single annual request for services.

Evaluation and selections for each CSO will be made based on best value for cost, including consideration of cost, experience, demonstrated understanding of scope, and availability. Solicitation site visits will be available but may not be required dependent on scope and complexity of services requested. Proposals are expected to include confirmation of capacity to complete work in conformance with the required specifications and requirements set forth in the CSO solicitation package, cost, availability, and what crew is proposed for specific requested services. Once selection has been made proposers will be notified and OneShoreline may negotiate final scope, cost, and schedule with the selected Contractor prior to issuance of a CSO. The CSO will include a description of the contracted scope of services, costs, required deliverables, and schedule of performance.

For purposes of this MSA, maintenance work shall be governed by California Public Contract Code Section 22002(d), which provides that maintenance work includes (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

All maintenance work shall be performed in accordance with project specifications, applicable codes, industry best practices, and requirements of permits and approvals secured by OneShoreline or as specified in individual CSOs. These requirements may include but are not limited to coordinating with on-site biological and cultural monitors contracted directly by OneShoreline, limiting activities to certain work periods, and following established protocols. **The following describes general categories of**

maintenance services that OneShoreline may solicit and authorize through individual CSOs. The actual scope, specifications, and requirements for any specific service will be defined in the applicable CSO solicitation package and resulting CSO.

- Access Provisions
 - Mobilize and ensure appropriate access into and along streams, channels, or creeks.
 - Facilitate temporary access into streams, channels, or creeks to facilitate maintenance activities as needed.
- Trash and Debris Removal and Disposal
 - May include removal of anthropogenic trash as well as removal of downed trees, limbs, and other plant material. Removal of obstructions, other than sediment and large woody debris, at structures such as bridges (not to exceed 100 feet upstream and downstream of a bridge), channel banks and maintenance roads, streamflow measuring stations (stream gauges), tide gates, box culverts, storm drain outfalls, trash booms, and drop structures to maintain functions of such structures.
 - All waste is to be disposed of in alignment with applicable guidelines and regulations. OneShoreline shall be notified of the facilities where waste collected will be disposed.
 - For any waste that is generated through services provided, as much of the waste materials as economically feasible shall be reused, salvaged, or recycled.
- Maintenance Dredging and Vegetation Removal
 - Removal of accumulated silt, sand, and debris to maintain depth required for proper drainage. Contractor shall adhere to regulatory permit requirements as applicable by work location (e.g. San Francisco Bay Conservation and Development Commission, Clean Water Act disposal requirements, and California Department of Fish and Wildlife (CDFW) San Francisco garter snake and California red-legged frog requirements).
 - Maintenance dredging of San Bruno Creek may include hand-clearing of vegetation within and along channels and truck access under stringent environmental oversight, limited daily production, and tight work windows.
 - Removal of weeds and other vegetation in the vicinity of Angus Pump Station, which may include hand-clearing and weed-whacking under stringent environmental oversight.
 - All vegetation management shall be in alignment with established [Integrated Pest Management Policy](#)
- Concrete Repair
 - Grout injection — Injection of cementitious mixture into cracks, voids, or gaps to fill and seal.
 - Wall and tide gate structure servicing — Patching and resurfacing of concrete channel walls showing deterioration such as cracking, spalling, exposed reinforcement. Removal and replacement of failed joint sealants.
- Culvert Servicing

- Patching, resurfacing, application of joint sealants, and erosion control features.
- Exercising, servicing, and replacing in-channel flap gate structures.
- Dewatering and Bypass Systems
 - Preparation of dewatering and bypass plans for regulatory review and approval
 - Installation, operation, and removal of temporary dewatering systems to remove standing or flowing water from work areas, including pumps, hoses, sumps, and associated equipment.
 - Installation and operation of stream bypass systems to redirect channel flow around work areas during in-channel maintenance activities.
 - Management and disposal of pumped water in compliance with applicable permits and regulatory requirements secured by OneShoreline or as specified in individual CSOs.
- Contractor will be required to adhere to regulatory requirements as applicable by scope and work location in compliance with permits secured by OneShoreline or as specified in individual CSOs.
- Other Related Services
 - Other general contractor services related to the maintenance of stormwater-related infrastructure.

Completion of Work and Payment Schedule

In consideration of the Scope of Services provided by Contractor and subject to the terms of the Master Services Agreement, OneShoreline shall pay Contractor for work authorized and completed under individual CSOs based on the costs established in each CSO.

Under no circumstances shall the cumulative amount paid by OneShoreline to Contractor across all CSOs issued under this Master Services Agreement exceed One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00). No payment shall be made for work performed outside the scope, cost, or schedule established in an authorized CSO. In order to receive payment, Contractor shall provide OneShoreline with a written itemized invoice for each CSO itemized in accordance with the billing line items established in the applicable CSO. Invoices shall include the agreement number, CSO number, project location, dates of services, and specified work completed, and shall enable OneShoreline to reconcile work performed against the authorized CSO scope and budget..

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 forty-five (45) days of invoice receipt. Any disputed portion of an invoice shall be identified in writing by OneShoreline within fifteen (15) days of receipt, and undisputed amounts shall be paid regardless of any dispute as to other amounts.