



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

County Supervisors:

At-Large Lisa Gauthier
District 3 Ray Mueller

City Representatives:

Coast Debbie Ruddock
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://onshoreline-org.zoom.us/j/81049905846>

or call 669-444-9171 (Meeting ID# 81049905846)

AGENDA

January 27, 2025

4:00 PM

- 1. Swear In Board Members *** San Mateo County Supervisor Lisa Gauthier, Redwood City Vice Mayor Kaia Eakin
- 2. Roll Call**
- 3. 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.
- 4. Action to Set the Agenda and Approve the Consent Agenda**
 - A. Approve the Minutes of the December 16, 2024 District Board meeting
- 5. Regular Business**
 - A. Discuss and take action to elect Board officers; confirm, establish, and appoint members to Board committees; and appoint Board members to external agencies
 - B. Authorize the CEO to execute a contract with O’Connell & Dempsey to advance OneShoreline’s interests with the federal government
 - C. Discuss two Requests for Proposals to evaluate the feasibility of, plan, and design project elements to provide resilience for developed, natural, and recreational areas along Colma Creek
 - D. Receive an update on the Millbrae and Burlingame Shoreline Resilience Project
- 6. Chair’s Report ***
- 7. CEO’s Report ***
- 8. Board Member Reports and Items for a Future Agenda ***
- 9. Adjournment**

* There is no written staff report for this item

Meeting information, and public access and communications

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

**SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
Board of Directors meeting held in person and remotely via Zoom
December 16, 2024
DRAFT - MINUTES**

1. **Roll Call**

Chair Dave Pine called the meeting to order at 4:12 p.m. via Zoom video conference software. Acting Clerk of the Board Stephanie Lau took the roll call.

Directors Present:

Dave Pine, Representing Board of Supervisors, At Large (Chair)
Debbie Ruddock, Representing Coast (Vice Chair)
Marie Chuang, Representing At Large
Donna Colson, Representing Northern San Mateo County Cities
Lisa Gauthier, Representing Southern San Mateo County Cities
Ray Mueller, Representing Board of Supervisors, District 3
Adam Rak, Representing Central San Mateo County Cities

Director(s) Absent: none

Staff Present:

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

2. **Public Comment**

Public Speaker(s): Sam Casillas, President of Pacifica Land Trust

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

A. Approve the Minutes of the September 23, 2024 and October 28, 2024 District Board meetings.

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

Ayes: All

Noes: None

Absent: None

Vote: 7-0-0

4. **Regular Business**

- A. Accept the District's Audited Financial Statements for July 1, 2023–June 30, 2024 and authorize the Chief Executive Officer, or Designee, to transmit the Audit to appropriate government agencies

Presenter: Scott Diem from Macias Gini & O'Connell LLP, the District's Auditor

Director Colson, Director Chuang, Len Materman, and Lucy Dong spoke on this item.

Public Speaker(s): None

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

Ayes: All

Noes: None

Absent: None

Vote: 7-0-0

- B. Approve the 2025 schedule of Regular meetings of the Board of Directors

Len Materman spoke on this item.

Public Speaker(s): None

Motion made by Vice Chair Ruddock and seconded by Director Rak to approve this item:

Ayes: All

Noes: None

Absent: None

Vote: 7-0-0

- C. Approve a revised District Procurement and Contracting Policy

The revised Procurement and Contracting Policy will:

- Ensure alignment with the Code of Federal Regulations
- Increase the CEO's contracting authority from \$75,000 to \$100,000 for all contracts, except for construction contracts
- Raise the requirement for a Request for Proposal from \$150,000 to \$200,000, and the threshold for goods or services from \$15,000 to \$20,000 based on a statement of work and without executing a formal contract, unless required by law or a grant
- Raise the emergency expenditure amount from \$75,000 to \$100,000 the CEO may authorize without competitive bids or prior Board approval (CEO must notify the Chair and Vice Chair prior to this action and notify the full Board at the next Board meeting)

Len Materman, Director Rak, Director Colson, Director Mueller, Brian Kulich spoke on this item.

Public Speaker(s): None

Motion made by Vice Chair Ruddock and seconded by Director Rak to approve this item, with an amendment to Procurement and Contracting Policy contained within the Board meeting packet that the CEO must make best efforts to contact the Chair or Vice Chair in an emergency and that a contract greater than \$100K cannot be split into multiple contracts of less than \$100K:

Ayes: All

Noes: None

Absent: None

Vote: 7-0-0

- D. Adopt Resolution 2024-12-16 recognizing the years of outstanding service of outgoing Board Chair Dave Pine

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

Public Speaker(s): None

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

Ayes: All

Noes: None

Absent: None

Vote: 7-0-0

5. **Chair's Report**

None

6. **CEO's Report**

Len Materman provided updates on the following:

- King Tides and Storms on December 13-15
- Bay Conservation and Development Commission (BCDC) new guidelines for local government Regional Shoreline Adaptation Plans
- Introduce Summer Bundy as Director of Project Management and farewell to outgoing Project Manager Makena Wong

Director Colson, Director Chuang, Lucy Dong spoke on this item.

Public Speaker(s): None

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

None

8. **Adjournment**

The meeting adjourned at 5:30 p.m.

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

Date: January 27, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Discuss and take action to elect Board officers; confirm, establish, and appoint members to Board committees; and appoint Board members to outside agencies

Recommendation:

That the Board of Directors (“Board”) of the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) discuss and take action to:

- select Board officers, including a Chair and Vice Chair;
- determine the composition of Board committees, two of which now have vacancies;
- appoint a Board member to serve as a director of the San Francisquito Creek Joint Powers Authority (“SFCJPA”) and a Board member to serve as an alternate director of the SFCJPA; and
- appoint a Board member to serve as a director of the Association of California Water Agencies Joint Powers Insurance Authority (“ACWA JPIA”) and District staff member to serve as an alternate director of ACWA JPIA.

There are no term limits for an individual Board member to serve in these positions.

Background and Discussion:

The District’s Board Member Guidelines call for the Board to annually appoint members to fill Board officer positions. The position of Chair of the Board is currently vacant, having been filled for the past five years by former San Mateo County Supervisor Dave Pine, who also served on the Strategic Planning and Personnel committees. The position of Vice Chair is currently held by Half Moon Bay City Councilmember Debbie Ruddock.

The Board has four committees – Finance, Personnel, Strategic Planning, and Government Affairs – each with three members. The Finance Committee reviews the District’s investments, budgets, and audits; the Personnel Committee evaluates the performance of the CEO; the Strategic Planning Committee focuses on the long-term funding of the District; and the Government Affairs Committee concentrates on the District’s interests at the state and federal levels. The following is a list of each committee, whether it is a standing or *ad hoc* committee, and its current membership:

Finance (standing)	Donna Colson, Lisa Gauthier, Marie Chuang
Strategic Planning (<i>ad hoc</i>)	Adam Rak, Debbie Ruddock, one vacancy
Personnel (<i>ad hoc</i>)	Marie Chuang, Donna Colson, one vacancy
Government Affairs (<i>ad hoc</i>)	Lisa Gauthier, Adam Rak, Debbie Ruddock

Following a selection process run by the City/County Association of Governments of San Mateo County last December, Redwood City Vice Mayor Kaia Eakin was chosen to represent the southern Bayside cities on the OneShoreline Board, a seat formerly held by Director Lisa Gauthier who was recently elected to the San Mateo County Board of Supervisors and appointed to the at-large seat representing the County on the OneShoreline Board.

Additionally, there are two outside organizations of which OneShoreline is a member agency that require our Board to appoint a member to that governing Board. OneShoreline is a member agency of the SFCJPA along with the cities of East Palo Alto, Menlo Park, and Palo Alto, and the Santa Clara Valley Water District. Former Director Dave Pine represented OneShoreline on the SFCJPA, with Director Ray Mueller the alternate; at this time, the Board should select/confirm its representative and alternate to the SFCJPA Board. Also at this meeting, the Board must designate a representative and alternate to serve on the ACWA JPIA Board as a requirement of OneShoreline participating in ACWA JPIA benefits programs. Last year, the Board designated Director Gauthier to serve as a director of the ACWA JPIA and OneShoreline Director of Finance and Administration Lucy Dong to serve as alternate ACWA JPIA director.

Impact on District Resources: There is no fiscal impact associated with this item.

Attachments: None

San Mateo County Flood and Sea Level Rise Resiliency District

Agenda Report

Date: January 27, 2025

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

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

Subject: Authorize the CEO to execute a contract with O’Connell & Dempsey to advance OneShoreline’s interests with the federal government

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 O’Connell & Dempsey LLC (“Contractor”) to maximize opportunities to secure federal funding and advance policies that support OneShoreline’s priorities. This Agreement’s term is 14 months from February 1, 2025 to March 31, 2026 with a not-to-exceed amount of \$98,000, and it includes an option to extend the term of the Agreement for up to an additional 14 months (through May 31, 2027) – thus the requested Board authorization includes this option to extend and, should this extension be exercised, an increase in the Agreement’s not-to-exceed amount to \$196,000.

Background and Discussion

Following an informal competitive procurement process in early 2024, the OneShoreline Board Government Affairs Committee and CEO decided to engage Contractor for an initial 10-month contract term from March 1, 2024, through December 31, 2024 with a not-to-exceed amount of \$70,000. During this term, the Contractor provided federal lobbying services, including advocacy to secure federal funding for one or more OneShoreline projects.

Early in that contract term, OneShoreline and Contractor identified a project to seek funding in the Fiscal Year 2025 (FY25) federal budget – a new U.S. Army Corps of Engineers (“USACE”) project to build resilience for the Sewer Authority Mid-Coastside Wastewater Treatment Plant, which was substantially flooded in the December 31, 2022 storm and continues to be at risk. Due to the efforts of Contractor and OneShoreline, funding for the USACE San Francisco District to study the federal interest in this project was included in the FY25 appropriations bill that funds USACE passed by the U.S. House of Representatives last fall. Unfortunately, Congress has yet to pass this (or any other) appropriations bill for the current FY, thus Contractor and OneShoreline have focused recent efforts on working with USACE staff both in Washington and in San Francisco to ready USACE to engage in this project. During this time, under a separate contract with the California State Coastal Conservancy and with the strong support of interested agencies including OneShoreline, Contractor worked to secure authorization for USACE to conduct a new study of measures for the entire Bay Area to adapt to rising sea levels.

Building on this initial engagement, the CEO now seeks Board authorization to enter into a new Agreement with the Contractor to continue these efforts and engage in new efforts to secure federal support for OneShoreline priorities. The proposed Agreement will last 14 months, commencing on February 1, 2025, and expiring on March 31, 2026, with a not-to-exceed amount of \$98,000. As stated in the Recommendation section above, the Agreement allows for OneShoreline and Contractor to extend the Agreement up to an additional 14 months beyond its initial term (through May 31, 2027) – should that occur the not-to-exceed amount would also increase by \$98,000 to a new not-to-exceed of \$196,000.

The scope of Contractor’s work on behalf of OneShoreline is described in Exhibit A (page 7) of the attached Agreement. At this Board meeting, Contractor will discuss their activities and the outlook in Washington, DC at this time.

Impact on District Resources: This proposed contract not-to-exceed costs of \$98,000 are accounted for in OneShoreline’s approved FY2024-25 Budget, and the remaining costs after June 30, 2025 will be incorporated into the proposed FY2025-26 Budget that will be presented to the Board for approval at its June 2025 meeting.

Attachment: Draft Agreement with O’Connell & Dempsey LLC. (Agreement No. 2025-02-01-OD)

DRAFT

Agreement No. 2025-02-01-OD

**AGREEMENT BY AND BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND O'CONNELL & DEMPSEY, LLC**

This Agreement is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district ("District"), and O'CONNELL& Dempsey, LLC ("Contractor") (together, the "Parties") effective February 1, 2025.

Recitals

Whereas, pursuant to the San Mateo County Flood Control District Act, as amended in 2019 by Assembly Bill 825, District may contract with independent contractors for the furnishing of services to or for District; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing information, advice, and advocacy regarding District projects that have a federal component.

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
2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. No work for any task within Exhibit A by Contractor shall commence or be billable to District without prior written authorization by District.
3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. District shall provide Contractor an opportunity to cure any deficiencies regarding quantity or quality of work prior to withholding payment. In no event shall District's total fiscal obligation under this Agreement exceed Ninety-eight Thousand Dollars (\$98,000). In the event that District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by District at the time of contract termination or expiration. Contractor is not entitled to payment for services not performed as required by this Agreement.
4. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall commence on February 1, 2025, and expire on March 31, 2026, for a total of one year and two months, unless earlier terminated as otherwise provided herein ("Initial Term"). The District has an option to extend the Initial Term for an additional period up to one year and two months, through May 31, 2027, by mutual agreement with Contractor. In the event this Agreement is extended, it shall be extended for the additional period pursuant to all the terms and conditions set forth herein, including in Exhibits A and B.
5. **Time of Performance.** The services shall be performed in a timely and regular manner throughout the term of this Agreement.
6. **Standard of Care.** As a material inducement to District to enter into this Agreement, Contractor hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, and will perform the services to a standard of reasonable professional care, for similar services on similar projects of like size and nature performed.
7. **Standard of Performance.** Contractor shall perform all work under this Agreement to all recognized applicable professional industry standards and pursuant to the above stated Standard of Care. Contractor hereby represents and covenants that it shall follow the professional standards used by a competent practitioner in performing all services required hereunder.

8. Termination.

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

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

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

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

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

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

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

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

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

15. Insurance.

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

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

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

Comprehensive General Liability..... \$2,000,000

Motor Vehicle Liability Insurance..... \$1,000,000

Professional Liability..... \$1,000,000

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

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

16. Compliance With Laws.

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

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

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

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

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

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

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

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

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

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

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

In the case of District, to:

Name/Title: Lucy Dong, Director of Finance and Administration
Address: 1700 South El Camino Real, Suite 502, San Mateo, CA 94402
Telephone: 650-844-8310
Email: LDong@OneShoreline.org

In the case of Contractor, to:

Name/Title: Mia O'Connell/President
Address: 20 F Street, NW Suite 700, Washington, D.C. 20001
Telephone: 202-740-5401
Email: Mia@oconnelldempsey.com

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

- a. Information already in the public domain;
- b. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Contractor before entering into this Agreement;
- d. Information developed by Contractor through its work with other clients; and
- e. Information required to be disclosed by law or regulation, including, but not limited to, the California Public Records Act or subpoena, court order, or administrative order.

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

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

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

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, O'CONNELL & Dempsey, LLC:

Contractor Signature Contractor Name (Print) Date

For District:

Len Materman Date
Chief Executive Officer

Exhibit A – Scope of Services

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

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

The contractor will provide information and advocacy to maintain and improve federal financial and other support for District projects that have a federal component and will assist the District in maximizing other opportunities for federal funding for efforts to reduce the water-related impacts of climate change within San Mateo County, beginning with efforts to build resilience to flooding, sea level rise, and coastal erosion. In addition, the Contractor will assist the District in monitoring and providing input to modifications for federal legislation that directly affects District efforts. The District's Chief Executive Officer will prioritize and direct the Contractor's work on the following tasks:

- a. Help develop a federal program for the District in coordination with the District's Chief Executive Officer to identify potential federal projects, funding, and authorization strategies, as well as administrative and funding efforts with the key federal agencies including the United States Army Corps of Engineers (USACE), Environmental Protection Agency (EPA), Federal Emergency Management Agency (FEMA), National Oceanic and Atmospheric Administration (NOAA), United States Fish & Wildlife Service (USF&WS) and other federal agencies.
- b. Coordinate and provide information to Congressional contacts, Congressional district staff, and relevant consultants about funding needs and legislation related to District efforts and priorities.
- c. Assist the District in negotiations with federal agencies, particularly USACE, EPA, FEMA, NOAA and USF&WS, on policy and funding issues related to the projects.
- d. Pursue efforts to ensure that any authorization or guidance language for federal appropriations for flooding, sea level rise, and coastal erosion provides for optimal eligibility for District projects.
- e. Prepare and coordinate meetings in Washington, D.C. between high-level federal employees for the support of District efforts. Purposes of these meetings, to be determined in coordination with the District staff, may include:
 - Informing the District's management, federal agencies, and Congress of project needs and progress;
 - Working with staff at USACE headquarters and at the office of the Assistant Secretary of the Army for Civil Works (ASA) to assist the District with cost-sharing agreements, crediting negotiations, real estate issues, development and release of draft and final feasibility reports, completion of Chief's reports, modifications to projects, appropriated and reprogrammed funding, initiation of construction, and other issues; and
 - Assisting the District with keeping top-level agency officials at USACE, EPA, FEMA, NOAA, USFWS, Office of Management and Budget (OMB), and other federal agencies informed of District needs, including new and ongoing commitments of federal resources to District projects.
- f. Provide periodic updates regarding proposed modifications to federal legislation and regulations related to District priorities and efforts.
- g. Ensure compliance with federal reporting requirements concerning federal lobbying activities for federally-funded projects.
- h. Assist the District in monitoring and providing input to modifications for federal legislation that directly affect District efforts.

The Contractor shall perform all services in close consultation with District staff. The Consultant will provide oral or email reports as needed to inform the District of issues that require strategic direction or decision-making.

All materials and work products produced by the Contractor as a result of this agreement shall become the property of the District.

Exhibit B – Payments and Rates

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

Under no circumstances shall the amount paid by District to Contractor exceed \$98,000, paid in fourteen equal payments of \$7,000 per month. Contractor shall provide District with a written itemized invoice that allows the District to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services, and specified work completed.

Remit Invoices to:

San Mateo County Flood and Sea Level Rise Resiliency District

1700 South El Camino Real, Suite 502

San Mateo, CA 94402

Email: LDong@OneShoreline.org

Payment will be made within 45 days of invoice receipt.

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

Date: January 27, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Discuss two Requests for Proposals to evaluate the feasibility of, plan, and design project elements to provide resilience for developed, natural, and recreational areas along Colma Creek

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) receive an update on two Requests for Proposals (“RFPs”) released OneShoreline in January to evaluate the feasibility of, plan, and design project elements to provide resilience for developed, natural, and recreational areas with our Colma Creek Flood Zone.

Background and Discussion

The Colma Creek Watershed is the largest in San Mateo County, draining approximately 16.6 square miles to the San Francisco Bay from unincorporated County areas and the cities of South San Francisco (“SSF”), Colma, Daly City, San Bruno, and Pacifica. Upon its establishment on January 1, 2020, OneShoreline assumed the assets and liabilities of the former San Mateo County Flood Control District (“SMCFCD”), including infrastructure built between 1964 and 2006 by the SMCFCD in the Colma Creek Flood Zone to contain a 50-year storm (modeled based on historic rainfall data) with 2 feet of freeboard.

Some of this infrastructure owned and maintained by OneShoreline is in need of maintenance and, in some areas, replacement. Given that extreme storms are now more impactful and more common than the historic 50-year event, and considering SSF’s recent land use planning activities adjacent to Colma Creek, OneShoreline is prioritizing its Colma Creek Flood Zone funds on opportunities to: build resilience to future climate conditions caused by extreme storms, sea level rise and other threats; bring people and wildlife to the Creek channel by transforming it from a walled-off liability into a vital community asset; and enable changes envisioned by SSF’s key land use documents.

In recent months, OneShoreline has worked with its Colma Creek Citizens Advisory Committee and with staff from jurisdictions within the Colma Creek Flood Zone to identify two concurrent efforts to develop a long-term opportunistic strategy and to implement no-regrets near-term improvements that complement that strategy at locations with compromised OneShoreline infrastructure. The following are titles of RFPs for these two efforts, which will build on existing and ongoing studies, plans, and community visioning developed by OneShoreline, San Mateo County, and local cities.

- Lower Colma Creek Resilience Projects: San Mateo Avenue to Utah Avenue Planning and Design
- Colma Creek Watershed Plan of Opportunities and Feasibility to Meet Long-term Multi-Benefit Resilience Objectives (“Watershed Plan”)

The first RFP, released on January 7 and due on February 11, is titled *San Mateo Avenue to Utah Avenue Planning and Design Project*. It will develop shovel-ready construction drawings for the soft-bottom low-lying section of Colma Creek both upstream and downstream of Highway 101. The project will include robust engagement that includes local partners, experts, and the general public in advance beginning construction in the next 3-4 years. The scope of this RFP includes:

- Develop conceptual designs and analyze the technical, land rights, and economic feasibility of those concepts;
- Develop detailed construction packages and cost estimates;
- Complete the CEQA process and secure necessary permits; and
- Facilitate stakeholder and public engagement.

The second RFP, to be released January 27 and due on February 28, is titled *Colma Creek Watershed Plan of Opportunities and Feasibility to Meet Long-term Multi-Benefit Resilience Objectives*. It will develop a comprehensive vision and actionable plan for the watershed, guiding ongoing resilience efforts through built and natural infrastructure, as well as policy approaches. The scope of this RFP includes:

- Review existing plans and reports;
- Update hydrology and hydraulic modeling to incorporate climate change;
- Identify and evaluate opportunities to provide flood protection, and new habitat and recreational opportunities;
- Develop and assess opportunities to increase channel capacity in the context of local land use policies; and
- Create a list of priority multi-benefit projects and outline next steps for implementation.

At this Board meeting, we will discuss the objectives of, and relationship between, these two RFPs, which can be viewed on the Bids, Proposals, and Documents page ([OneShoreline.org/document-library](https://www.oneshoreline.org/document-library)) on our website. Following a review of the proposals received and interviews with prospective consultant teams, we intend to bring consultant contracts to the Board for approval, likely at the March 28, 2025 Board meeting.

Impact on District Resources

There is no impact on OneShoreline resources to receive this update. When consultant contracts are brought to the Board for approval, detailed budget information will be presented. Funding for these contracts will come from OneShoreline's Colma Creek Flood Zone funds.

Attachments

None

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

Date: January 27, 2025
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Receive an update on the Millbrae and Burlingame Shoreline Resilience Project

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) receive an update on and discuss the Millbrae and Burlingame Shoreline Resilience Project (“MBSRP”), including public input received last fall on the three draft alternatives and on planned next steps.

Background and Discussion

The [Millbrae and Burlingame Shoreline Resilience Project \(MBSRP\)](#) is a critical project for OneShoreline and the entire county that will provide long-term resilience against sea level rise and extreme storms for developed, natural, and public access areas in the cities of Millbrae and Burlingame, leverage the resilience activities of neighbors to the north (SFO) and south (City of San Mateo), and include ecological, recreational, connectivity, and community enhancements along the shoreline.

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

- **Heavily Urbanized Shoreline Area:** Existing and recently permitted developments along shoreline in the project area limit the space available for the project; conversely, developments sited and designed with future conditions in mind and in concert with the MBSRP can increase resilience.
- **Creeks and Lagoons:** Four creeks and two lagoons drain to the shoreline in the project area, requiring any project alternative to meet two conflicting objectives to prevent flooding: 1) keep high Bay water levels from traveling up these waterbodies and 2) allow maximum drainage during rainfall events.
- **FEMA Accreditation:** To meet federal requirements that will allow areas on the landward side of the infrastructure to be removed from the FEMA floodplain, the project must incorporate coastal flood protection recognized by FEMA (gravity seawalls, pile-supported seawalls, anchored bulkheads, and dikes/levees).
- **High-flying Birds:** Relative to today’s conditions, the project should not increase the risk that high-flying birds can pose a hazard to aircraft taking off or landing at SFO.

The MBSRP was last presented to the Board on October 24, 2024, when OneShoreline staff discussed the three updated draft alternatives, draft evaluation criteria, and intensive public engagement that occurred between late September through early December 2024. During that period, OneShoreline received feedback on draft project alternatives through three public presentations, four hosted public events, nine community-based organization presentations, and ten project partner vetting meetings that engaged 146 participants (a summary of these public engagement activities is online at: [OneShoreline.org/projects/millbrae-burlingame](https://www.oneshoreline.org/projects/millbrae-burlingame)).

Through the first quarter of 2025, OneShoreline and our MBSRP consultant team will use the feedback received to refine the evaluation criteria and evaluate the three draft alternatives in order to develop two alternatives to preliminarily identify the Least Environmentally Damaging Practicable Alternative (“LEDPA”), as required by the federal Clean Water Act. In this process, where possible, we aim to minimize the need for Bay fill by exploring the potential to employ under-utilized lands and areas that may become available during future redevelopment for resilience infrastructure, analyze creek management and pump station sites, and conduct site-specific feasibility analyses of living shoreline measures.

Review of the LEDPA analysis with regulatory agencies is planned for April and May, followed by a public engagement round this summer to gather further input and ensure transparency. These efforts aim to align the project design with regulatory requirements while addressing concerns from stakeholders and the public. By late summer, we plan to initiate the project’s Draft Environmental Impact Report.

Fiscal Impact on District Resources: There is no impact on OneShoreline resources to receive this update.

Attachments: None