OneShoreline
Building Solutions for a Changing Climate

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/84386704012

or call 669-444-9171 (Meeting ID# 843 8670 4012)

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

AGENDA September 28, 2026 4:00 PM

1. **Roll Call**
2. **Public Comment** Persons wishing to address the Board on OneShoreline-related matters not on this Agenda, as well as items listed under Action to Approve the Consent Agenda, may speak for up to two minutes; comments on Agenda items shall be heard during that item for up to two minutes.
3. **Action to Set the Agenda and Approve the Consent Agenda**
   A. Approve the Minutes of the August 24, 2026 OneShoreline Board meeting
4. **Regular Business**
   A. Authorize the CEO to: 1) execute a Feasibility Cost Sharing Agreement with the U.S. Army Corps of Engineers for the federal Sewer Authority Mid-Coastside (SAM) Water Treatment Plant Flood Risk Management Project, for which OneShoreline will serve as a Non-Federal Sponsor, and 2) work with OneShoreline staff to submit any related documents required for the Agreement
   B. Adopt Resolution 2026-09-28-A approving the Fifth Amendment to the Employment Agreement with the CEO
   C. Adopt Resolution 2026-09-28-B establishing a OneShoreline Salary Schedule for Fiscal Year 2026-27
   D. Receive an update on the expected El Niño this winter and discuss preparations by OneShoreline
   E. Discuss the San Bruno Creek Resilience Project and
      1) Authorize the CEO to execute an Agreement with Contra Costa County to receive $226,810 to plan, complete early design, and conduct outreach for a flood protection and water quality project adjacent to the Interstate 380/U.S. Highway 101 interchange, and
      2) Authorize the CEO to execute Amendment 1 to an Agreement with Jacobs Engineering Group Inc. to increase the scope of the San Bruno Creek Resilience Project and a resulting $426,000 increase in the not-to-exceed amount for a new not-to-exceed amount of $1,891,000, and extend the term to January 31, 2028
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.

AGENDA ITEM 3A

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (ONESHORELINE)
Board of Directors Meeting Held in Person and Remotely via Zoom
August 24, 2026
DRAFT – MINUTES

1. Roll Call

Chair Ruddock called the meeting to order at 4:03 p.m. via Zoom video conference software. Acting Clerk of the Board, Stephanie Lau, took the roll call.

Directors Present:
Debbie Ruddock, Representing Coast (Chair)
Lisa Gauthier, Representing the Board of Supervisors, At-Large (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
Adam Rak, Representing Central San Mateo County Cities *(joined at 4:07 p.m.)*
Marie Chuang, Representing At-Large *(joined remotely)*

Director(s) Absent: None

Staff Present:
Len Materman, Chief Executive Officer
Brian Pettit, 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): None

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

A. Approve the Minutes of the June 22, 2026 OneShoreline Board meeting

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

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

4. Regular Business

A. Adopt Resolution No. 2026-08-24 to express appreciation to the community-based organization Climate Resilient Communities for its partnership on OneShoreline's Home Protection and Insurability Initiative

Director Rak entered the meeting room at 4:07 p.m.

Len Materman spoke on this item. Violet Saena and Kae Jensen from Climate Resilient Communities also spoke on this item. Chair Ruddock recited the resolution.

Public Speaker(s): None

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

Ayes: Chuang, Colson, Eakin, Gauthier, Mueller, Rak, Ruddock
Noes: None
Absent: None
Vote: 7-0-0

B. Discuss community engagement broadly and authorize the CEO to execute a 3-year Master Services Agreement beginning September 1, 2026 for an amount not to exceed $500,000 with InterEthnica, Inc. for Community Engagement and Communications Services

Len Materman spoke on this item. Mona Abboud and Rachel Gagnon from InterEthnica presented on their work. Director Colson, Director Eakin, and Chair Ruddock also spoke on this item.

Public Speaker(s): None

Motion made by Director Chuang and seconded by Director Colson to approve this item:
Ayes: Chuang, Colson, Eakin, Gauthier, Mueller, Rak, Ruddock
Noes: None
Absent: None
Vote: 7-0-0

C. Authorize the CEO to execute Task Order Number 1 to the Master Services Agreement with InterEthnica, Inc. for Community Engagement and Communications Services in support of the Brisbane Shoreline Resilience Plan for a two-year term beginning September 1, 2026 and for an amount not to exceed $90,000

Len Materman spoke on this item.

Public Speaker(s): None

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

Ayes: Chuang, Colson, Eakin, Gauthier, Mueller, Rak, Ruddock
Noes: None
Absent: None
Vote: 7-0-0

5. **Chair's Report**

None.

Public Speaker(s): None

6. **CEO's Report**

Len Materman spoke on the following items:

- Updates on Federal funding requests
- OneShoreline's new website
- Plans to discuss El Niño at the next Board meeting
- News about former staff Colin Martorana and the total solar eclipse on August 12, 2026

Public Speaker(s): None

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

Vice Chair Gauthier shared that the San Francisquito Creek Joint Powers Authority will be looking for a new executive director.

Public Speaker(s): None

8. **Adjournment**

The meeting was adjourned to the closed session at 4:46 p.m. with no reportable action to follow by either Chair Ruddock or Legal Counsel Brian Pettit.

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

Date: September 28, 2026

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

From: Len Materman, CEO

Subject: Authorize the CEO to: 1) execute a Feasibility Cost Sharing Agreement with the U.S. Army Corps of Engineers for the federal Sewer Authority Mid-Coastside ("SAM") Water Treatment Plant Flood Risk Management Project, for which OneShoreline will serve as a Non-Federal Sponsor, and 2) work with OneShoreline staff to submit any related documents required for the Agreement

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Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District ("OneShoreline") Board of Directors ("Board") authorize the CEO to: 1) execute a Feasibility Cost Sharing Agreement with the U.S. Army Corps of Engineers ("USACE") for the federal Sewer Authority Mid-Coastside ("SAM") Water Treatment Plant Flood Risk Management Project, for which OneShoreline will serve as a Non-Federal Sponsor, and 2) work with OneShoreline staff to submit any related documents required for the Agreement.

Background and Discussion

At the last OneShoreline Board meeting on August 24th, the CEO's Report included the following table:

OneShoreline Initiative	FY26 Status	FY27 Funding & WRDA 2026 Requests
Sewer Authority Mid-Coastside (SAM) Resilience Project	• **Congress appropriated $50K in US Army Corps of Engineers Continuing Authorities Program funds to begin the effort** • **In late June, USACE determined a positive Federal interest** • **Awaiting federal cost share agreement**	• **House FY27 Appropriations bill includes $400K (Rep. Liccardo request)** • **CA Senators Padilla and Schiff requested $500K; Senate Appropriations bill pending** • **Final Appropriation bill amounts will be negotiated this fall**

The subject of today's Agenda item is consideration of the federal cost-share agreement known formally as the Feasibility Cost Sharing Agreement ("FCSA"). The following is additional background on the need for the project and the USACE process to initiate a study to address that need.

SAM is a joint powers authority created by its three member agencies: City of Half Moon Bay, Granada Community Services District, and the Montara Water and Sanitary District. The SAM Wastewater Treatment Plant ("Plant") provides critical wastewater treatment services to approximately 27,000 residents of Half Moon Bay and nearby unincorporated communities of Miramar, Moss Beach, El Granada, Montara, and Princeton Harbor. The facility is located at the convergence of Pilarcitos Creek and the Kehoe Watercourse, less than 450 feet from the sands of Half Moon Bay State Beach and less than 200 feet from the nearest housing development. The Plant faces multiple flood vulnerabilities, including overtopped levees, elevated groundwater, and stormwater runoff. These vulnerabilities have contributed to flooding during major storm events, most recently on December 31, 2022, when the Plant's mechanical building flooded. SAM has since taken steps to reduce the facility's flood risk, but larger storms, continued coastal erosion, and sea level rise are expected to substantially increase the potential for more severe flooding and damage. A flood-induced failure at the facility could discharge untreated wastewater into nearby communities, wetlands, and the Pacific Ocean.

At the request of SAM's General Manager in March 2024, OneShoreline has been working with SAM to secure federal funding for a project to develop long-term resilience measures for the facility. For the Fiscal Year ("FY") 2025-26 federal budget, OneShoreline submitted requests to U.S. Representative Sam Liccardo and U.S. Senators Alex Padilla and Adam Schiff that they ask their respective appropriations committees to fund a USACE study of such a project. The resulting $50,000 appropriation, signed into law in January 2026, was one of only three new projects nationwide under USACE's Continuing Authorities Program ("CAP") Section 205 Flood Control Project program.

With OneShoreline serving as the Non-Federal Sponsor and SAM providing substantial information to USACE regarding the Plant and previous flood events, USACE began the study in May 2026 with a Federal Interest Determination to confirm that the project meets program requirements and warrants Federal participation. In late June, USACE completed confirmed a positive Federal interest, clearing the way for the feasibility study to proceed.

Feasibility studies under USACE's CAP Section 205 account are fully federally funded for the first $100,000, and costs above that amount are shared equally by the federal government and the Non-Federal Sponsor. USACE estimates that the feasibility study for the SAM Wastewater Treatment Plant would cost about $2.7 million. While this means that the local share of that cost – approximately $1.35 million in both matching funds and in-kind (staff and consultant) contributions – would be the responsibility of OneShoreline, it is anticipated that our cash and in-kind contribution would be largely borne by SAM and the agencies that comprise it.

The next step is for OneShoreline and USACE to jointly execute the Feasibility Cost Share Agreement or FCSA for the study. Staff recommends that the Board authorize OneShoreline's CEO to execute the FCSA and work with OneShoreline staff and legal counsel to provide USACE other documents related to the FCSA (Certificate of Financial Capability, signed by the Director of Finance and Administration; a Certificate of Authority, signed by the General Counsel; and a Certificate Regarding Lobbying, signed by the CEO). Should the FCSA and related documents be sent to USACE, OneShoreline and USACE would then move forward with developing a Project Management Plan ("PMP") detailing the study's cost estimate, scope, schedule, the responsible party for each task, and the Non-Federal Sponsor's in-kind and cash contributions. It is not until after the PMP is developed this Fall, and the federal government has spent more the $100,000 on this effort, that OneShoreline's obligations for the study would begin.

As shown in the table at the bottom of the preceding page, because the FY2026 appropriation only initiates the project, OneShoreline has requested that Representative Liccardo and Senators Alex Padilla and Adam Schiff seek additional funds in the FY2027 federal budget as part of a multi-year effort. This funding would enable USACE to continue the feasibility study to identify and evaluate project alternatives as well as develop a recommended plan for implementation.

Impact on OneShoreline Resources

There is no impact on OneShoreline's FY26-27 budget to execute the Feasibility Cost Share Agreement. Prior to the phase of the study that would obligate OneShoreline to expend funds, we will develop a funding agreement, which will come to the Board for consideration, for SAM and its member agencies to make funding and in-kind contributions to the study.

Attachment

Draft Feasibility Cost Share Agreement

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
FOR THE
MID-COASTSIDE WATER TREATMENT PLANT FLOOD RISK MANAGEMENT PROJECT

THIS AGREEMENT is entered into this ____ day of ______________, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for San Francisco District (hereinafter the "District Commander") and the San Mateo County Flood and Sea Level Rise Resiliency District (also known as OneShoreline; hereinafter referred to as the "Non-Federal Sponsor"), represented by the Chief Executive Officer.

WITNESSETH, THAT:

WHEREAS, Section 205 of the Flood Control Act of 1948 (Public Law 80-858), as amended authorizes the U.S. Army Corps of Engineers (USACE) to study, design and construct flood risk management projects of relatively smaller scope, cost and complexity in partnership with Non-Federal government entities;

WHEREAS, Section 105(a) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a Detailed Project Report that, as appropriate, recommends a coordinated and implementable solution for reducing flood-related risks at Sewer Authority Mid-Coastside Wastewater Treatment Plant in the City of Half Moon Bay, San Mateo County, California.

B. The term "study costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes the Government's costs for preparing the project management plan ("PMP"); for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the Detailed Project Report; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement. The term also does not include the first $100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the $1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the first $100,000 of costs for the Study incurred by the Government.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 50 percent of study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article and the first $100,000 of the costs incurred by the Government that are excluded from study costs, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration, after the effective date of this Agreement. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of study costs.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions between the parties regarding Study delivery, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, study costs are projected to be $2,700,000, with the Government's share of such costs projected to be $1,350,000 and the Non-Federal Sponsor's share of such costs projected to be $1,350,000, which includes creditable in-kind contributions projected to be $50,000, and the amount of funds required to meet its cost share projected to be $1,300,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, San Francisco (L3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, San Francisco (L3)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Detailed Project Report is not completed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Chief Executive Officer
San Mateo County Flood and Sea Level Rise Resiliency District
1700 S. El Camino Real, Suite 502, San Mateo, CA 94402

If to the Government:
District Commander
U.S. Army Corps of Engineers, San Francisco District
450 Golden Gate Ave, 4th Floor, San Francisco, CA 94102

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY	SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
BY: ___________________________	BY: ___________________________
Virginia R. Brickner Lieutenant Colonel, U.S. Army District Commander	Len Materman Chief Executive Officer
DATE: ___________________________	DATE: ________________________

San Mateo County Flood and Sea Level Rise Resiliency District

Agenda Report

Date: September 28, 2026

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

From: Board of Directors Chair Debbie Ruddock

Subject: Adopt Resolution 2026-09-28-A approving the Fifth Amendment to the Employment Agreement with the Chief Executive Officer

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Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District ("District") Board of Directors ("Board") adopt Resolution 2026-09-28-A approving a fifth amendment to the employment agreement between the District and the Chief Executive Officer ("CEO") (together, the "Parties") increasing CEO's annual salary effective July 1, 2026 by 5% from $286,965 to $301,313.25.

Background and Discussion

The District hired the CEO in February 2020 after an extensive recruitment. On February 24, 2020, the Board approved an agreement setting forth the CEO's terms of employment with the District ("Agreement"). The Agreement, in addition to other terms and conditions, included an initial term of 50 months, from May 1, 2020 through June 30, 2024, and provided the CEO an annual salary of $235,000. The Parties amended the Agreement in 2022, 2023, 2024, and 2025, and it remains in place.

The Board, after conducting the CEO's 2026 annual performance review, now desires to further amend the Agreement, increasing the CEO's annual salary effective July 1, 2026 by 5% from $286,965 to $301,313.25 ("Fifth Amendment").

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

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

Impact on District Resources

The fiscal impact on District resources associated with the Fifth Amendment has been accounted for in the Fiscal Year 2026-27 Operating Budget.

Attachments

Resolution 2026-09-28-A

Fifth Amendment to the Employment Agreement with the CEO

DRAFT RESOLUTION NO. 2026-09-28-A

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

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

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

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

WHEREAS, the Parties amended the Agreement in 2022, 2023, 2024, and 2025, and the Agreement remains in place; and

WHEREAS, having conducted CEO's 2026 annual performance review, the Board desires to further amend the Agreement, increasing CEO's annual salary effective July 1, 2026 by 5% from $286,965 to $301,313.25 ("Fifth Amendment").

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Chair of the Board is authorized and directed to execute, on behalf of the District, the Fifth Amendment increasing CEO's annual salary effective July 1, 2026 by 5% from $286,965 to $301,313.25, with all other terms and conditions of the Agreement remaining in place.

* * * * * * * *

PASSED AND ADOPTED this 28th day of September 2026, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:	APPROVED:
______________________________	______________________________
Acting Clerk of the Board of Directors	Chair of the Board of Directors

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

This Fifth Amendment to Agreement is entered by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (the "District") and its Chief Executive Officer LEN MATERMAN ("CEO") (together, the "Parties"), effective July 1, 2026.

Recitals

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

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

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

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

WHEREAS, effective July 1, 2025, the Parties again amended the Agreement to increase CEO's annual salary by 5% from $273,300 to $286,965 and to increase the maximum amount of CEO's vacation accrual from 180 hours to 220 hours in alignment with other District employees; and

WHEREAS, the Parties now wish to amend the Agreement for a fifth time to increase CEO's annual salary by 5% from $286,965 to $301,313.25 (**"Fifth Amendment"**).

Amendment

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

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

> Effective July 1, 2026, CEO shall receive an annual salary of THREE HUNDRED ONE THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND TWENTY-FIVE CENTS ($301,313.25), paid in bi-monthly installments. This salary will remain in effect for the remaining term of CEO's employment with the District, subject to any salary increase(s). Any salary increase(s) will be made in conjunction with CEO's annual performance reviews, which will take place on or about June 30th of each succeeding year. The determination of whether any salary adjustments are merited and the amount of the adjustments are within the sole discretion of the Board, whose decision shall be final.

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

4. **Counterparts & Electronic Signatures.** This Fifth Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Fifth Amendment may be signed by electronic signature.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment effective July 1, 2026.

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT

Dated _________________ By ____
Debbie Ruddock
Chair, District Board of Directors

Dated ___________________ By ______________________________________
Len Materman
District Chief Executive Officer

AGENDA ITEM 4C

San Mateo County Flood and Sea Level Rise Resiliency District

Agenda Report

Date: September 28, 2026

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

From: Len Materman, CEO

Subject: Adopt Resolution 2026-09-28-B establishing a District Salary Schedule for Fiscal Year 2026-27

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District ("District") Board of Directors ("Board") adopt Resolution 2026-09-28-B establishing the District salary schedule for Fiscal Year 2026-27 ("Salary Schedule Resolution").

Background and Discussion

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

On September 22, 2025, the Board adopted Resolution 2025-09-22-B, approving the salary schedule for the recently concluded 2025-26 Fiscal Year ("FY"). The CEO recommends that the Board now adopt for the current fiscal year, FY2026-27, the attached Salary Schedule Resolution. This new proposed Salary Schedule has been modified from the previous Salary Schedule to reflect the previous Board meeting Agenda item (4B) to increase the CEO's salary to $301,313.25, change the title of the Director of Finance and Administration to Chief Finance and Compliance Officer to reflect the duties of that position and change the maximum of the range of that position's salary from $200,000 to $220,000, and increase the maximum salary in the range of the position of Director of Project Management from $215,000 to $225,000. These changes will allow for salary adjustments relative to these two positions during both this fiscal year and next fiscal year. No other changes are proposed from last year's Salary Schedule, including salary ranges for other employees because these ranges can accommodate salary increases similar to the CEO's for this and the following fiscal years.

Impact on District Resources

The amounts for salary and benefits for employees listed in the Draft Salary Schedule for FY2026-27 are within the approved FY2026-27 Operating Budget.

Attachment

Draft Salary Schedule Resolution 2026-09-28-B

OneShoreline
Building Solutions for a Changing Climate

DRAFT RESOLUTION NO. 2026-09-28-B

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT ESTABLISHING SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT SALARY SCHEDULE FOR FISCAL YEAR 2026-2027

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

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

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

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

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

WHEREAS, on February 24, 2020, the Board adopted by resolution a salary schedule for the Fiscal Year 2019-2020, which included the classifications and number of positions, as well as compensation and benefits other than retirement/deferred compensation benefits, and updated that salary schedule resolution on June 8, 2020, March 22, 2021, June 27, 2022, August 28, 2023, September 23, 2024, and September 22, 2025 for the Fiscal Years (FY) 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, and 2025-26 respectively.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District has determined and directs that the following shall constitute the classifications, as well as compensation and benefits, including retirement/deferred compensation benefits, for District employees effective July 1, 2026 and through the end of the 2026-27 fiscal year on June 30, 2027:

SECTION 1. SCHEDULE OF SALARIES

Job Classification	Position Count anticipated during FY 2026-27	Salary Range	
		Low	High
Chief Executive Officer	1	$301,313.25	
Clerk to the Board of Directors	0	$60,000	$125,000
Director of Project Management	1	$170,000	$225,000
Project Manager (PM), Flood Infrastructure Manager, or Engineer (or Associate PM or Senior PM)	3	$85,000	$190,000
Chief Finance and Compliance Officer	1	$125,000	$220,000
Senior Accountant or Accountant	0	$75,000	$120,000

SECTION 2. ANNUAL SALARY ADJUSTMENTS

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

SECTION 3. VACATION & LEAVE POLICY

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

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

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

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

SECTION 4. RETIREMENT/DEFERRED COMPENSATION BENEFITS

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

SECTION 5. TRAVEL AND EXPENSE REIMBURSEMENT

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

SECTION 6. HEALTH, VISION, DENTAL BENEFITS

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

SECTION 6. SEVERABILITY

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

PASSED AND ADOPTED this 28th day of September, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:	APPROVED:
______________________________	______________________________
Acting Clerk of the Board of Directors	Chair of the Board of Directors

San Mateo County Flood and Sea Level Rise Resiliency District

Staff Report

Date: September 28, 2026

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

From: Len Materman, CEO

Subject: Receive an update on the expected El Niño this winter and discuss preparations by OneShoreline

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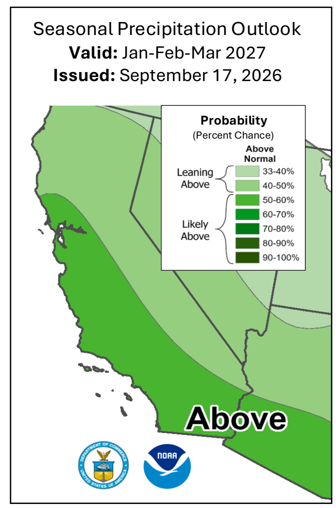
Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District ("OneShoreline") Board of Directors ("Board") receive update on winter 2026–27 conditions, and OneShoreline's winter preparedness activities, including a Flood Preparedness Initiative.

Background and Discussion

Three independent factors – an extreme El Niño, King Tides that will likely be the highest in nearly twenty years, and the effects of decades of sea level rise – may combine to produce historically elevated coastal water levels along San Mateo County's shoreline this winter. Storm surge, waves, rainfall, and runoff that coincide with these conditions would further increase flooding. This is why, on September 9, OneShoreline joined more than 30 California local agencies in requesting State action to expedite winter flood-risk-reduction work (letter attached) and, on September 21, Governor Gavin Newsom proclaimed a state of emergency to mobilize state resources and accelerate El Niño preparedness. At the local level, OneShoreline is working cross-jurisdictionally with cities and the County to prepare for these conditions.



On September 10, the National Oceanic and Atmospheric Administration ("NOAA") maintained its earlier prediction that a strong El Niño is underway. El Niño is a periodic warming of Pacific Ocean surface waters that develops every two to seven years, typically lasting a year. It can alter weather patterns worldwide, including increasing sea levels and altering winter storms affecting California. NOAA's Climate Prediction Center ("CPC") reported a greater than 90% chance of a very strong event during our 2026-27 winter season, and a 75% chance that it will be stronger than any El Niño since 1950.

While El Niño drives weather patterns, it does not necessarily indicate a wet or dry winter in our area. The CPC's most recent precipitation forecast (shown at right) expects above-normal amounts of rain in the Bay Area starting in December and with much higher odds of precipitation across January, February and March of next year. The effects of increased precipitation will be amplified by three factors influencing coastal water levels this winter:

El Niño-related sea-level elevation. Weakened Pacific trade winds allow warm water to push eastward, generating a Kelvin wave that travels north along the North America coast. One such wave, predicted to reach the Bay in October, may raise sea levels a minimum of 6 inches and maintain elevated levels through the winter.

King Tides, higher than usual this year. King Tides are the highest predictable tides of the year, produced by the positions of the sun, moon, and Earth. This winter's tides are particularly high because 2026 remains close to the peak of the moon's approximately 18.6-year orbital cycle. King tides will occur around November 22–27, December 21–26, January 20–24. Tides are amplified in the shallow South Bay, including San Mateo County bayside communities, while along the Pacific coast, the principal concerns include wave run-up, erosion, and rain-induced landslides.

Sea-level rise, gradual and permanent. Mean sea level has risen approximately 8 inches at the Golden Gate over the past century, and over 5 inches at Redwood City in the past 50 years. This winter's combination of a very strong El Niño, King Tides, and wet weather on top of this higher baseline could offer a glimpse of the future, when accelerating sea level rise, rather than tides, becomes the dominant driver of Bay Area flooding.

Planning Scenarios

The King Tide elevations and timing are known, but key questions remain such as how much El Niño will raise local water levels and whether a storm will coincide with a peak-tide period. Importantly, the November peak tide occurs the day before Thanksgiving and the December peak occurs on Christmas Eve, when staffing and travel patterns differ from a typical weekday. Staff are planning around three scenarios:

SCENARIO	POTENTIAL CONDITIONS
Best case	El Niño produces a smaller or shorter water-level increase than forecast, and no significant storm coincides with the King Tides. Impacts are limited to localized nuisance flooding.
Dry-winter case	El Niño substantially elevates Bay water levels during a King Tide. Low-lying roads flood, and high Bay levels reduce storm-drain discharge for several tidal cycles.
Wet-winter/ storm-surge case	A major storm brings surge, wind, waves, rainfall, and runoff during a King Tide. Similar combinations raised water approximately 2.5 feet above the predicted tide at Corte Madera in January 2026. During the comparable 1997–98 El Niño, a February storm closed Highway 101 and flooded approximately 1,700 properties along San Francisquito Creek.

OneShoreline's Preparedness Activities

Creek and channel maintenance. Maintenance is underway or planned on Colma, San Bruno, and Cordilleras Creeks, all under existing permits. On Colma Creek, OneShoreline crews will remove roughly 400 cubic yards of accumulated sediment and vegetation with biological monitors on site, and repair and maintain flap gates. On San Bruno Creek, in addition to the substantial sediment removed under new 5-year permits last fall, OneShoreline is coordinating with San Francisco International Airport to remove sediment and vegetation around listed species concerns. Work on Cordilleras Creek is being coordinated with Caltrain and the City of Redwood City under OneShoreline and other agency permits.

Gauges and forecasting. Staff are testing the flood early-warning gauge network before the rains, when repairs are easier than during a storm, and evaluating additional tide, rain, and flow gauges along with NOAA's Advanced Quantitative Precipitation Information (psl.noaa.gov/aqpi) data.

Backup power. Walnut Pump Station on San Bruno Creek is being equipped with backup generator power in addition to its existing hardwired connection.

Mobile home park flood resilience grants. OneShoreline is providing funding, and Redwood City is leading outreach, to mobile home park owners for a new program to reimburse 75% of the cost of new stormwater pumping infrastructure (up to a maximum of $75,000 per mobile home park).

Cross-agency coordination. Much of our county's creek and flood infrastructure crosses multiple ownership boundaries, and OneShoreline is coordinating permitting and maintenance responsibilities directly with cities, the County, Caltrain, and Caltrans.

State advocacy. OneShoreline was a signatory on a statewide request to Governor Newsom to expedite winter flood-risk-reduction work (attached) and requested a State earmark for our Flood Early Warning System.

Flood Preparedness Initiative. Consistent with its countywide mandate to address flooding and sea level rise across jurisdictional boundaries, OneShoreline is coordinating with City Engineers, the County Department of Emergency Management, and other relevant agencies and departments across San Mateo County. In response to identified needs, a OneShoreline Flood Preparedness Initiative will connect, consolidate, and amplify existing and planned City and County efforts, complementing each agency’s existing responsibilities for preparedness, public communications and emergency response. Working closely with County and City staff, the Initiative includes four elements:

- **Cities' preparedness element:** a shared lessons-learned resource and a tabletop exercise with City of San Bruno, as part of work for the San Bruno Creek Flood Zone.
- **Shared messaging:** ready-to-use language for jurisdictions, timed to the King Tide dates.
- **Public webpage:** a single webpage linking to County and City flood resources, including OneShoreline’s Flood Early Warning System, alerts, and preparedness materials.
- **Social media campaign:** five days of posts during the State’s Flood Preparedness Week, October 17-24.

Impact on OneShoreline Resources

There is no fiscal impact to OneShoreline resources for this work. Staff time to develop and launch the Initiative is within existing budgeted work.

Attachment

Joint letter requesting State action to protect California communities before the 2026–27 winter season

AGENDA ITEM 4D

September 9, 2026

The Honorable Gavin Newsom
Governor of California
1021 O Street, Suite 9000
Sacramento, CA 95814

Director Caroline Thomas Jacobs
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Subject: Request for Immediate State Action (Executive Order) to Protect California Communities Before the 2026–27 Winter Season

Dear Governor Newsom and Director Thomas Jacobs:

On behalf of the below signatories, we respectively request immediate state action to help local agencies prepare for the impending 2026-27 winter storm season. As of August 24, 2026, NOAA is predicting a 69% chance of a historic El Nino that would exceed the strength of previous El Nino events dating back to 1950. Further, NOAA and the European Climate Centers are also predicting increasing likelihoods of wet winter seasons across California. The European Centre for Medium-Range Weather Forecasts is predicting a greater than

50% chance that rainfall totals in most of California will be in the highest 20% of the climatological record for the December through February 2027 period (exhibit attached). The model also predicts a greater than 70% chance of extreme rainfall for much of coastal California. It is now very likely that California will experience stronger and more persistent storms, including repeated atmospheric river events across California.

We are aware of the letter submitted by the Pajaro Regional Flood Management Agency and its member agencies requesting an Executive Order to expedite urgent vegetation management, debris removal, sediment management, bridge scour protection and related flood-risk reduction activities within vulnerable river channels, tributaries, and flood-control corridors. **We support Pajaro Regional Flood Management Agency's request and additionally request that such an Executive Order be extended to the entire state.**

Despite local agencies' best attempts with maintenance, waterways throughout California are grappling with persistent issues such as excess vegetation growth, sediment buildup, and debris emanating from devastating wildlands fires across California, heavy rains from the winters of 2022-23 and 2023-24, abnormally strong monsoonal rainfall in the deserts and Tropical Storms Kay and Hilary.

Order N-10-23, referenced in the Pajaro letter, underscored the importance of completing vegetation management, sediment removal, and debris clearing ahead of the rainy season, with the intent to minimize risks associated with subsequent high-flow events. At the same time, it ensured that appropriate environmental protections remained in place throughout these urgent activities.

Accordingly, we respectfully join and expand Pajaro Regional Flood Management Agency's request that your Administration take statewide action to:

1. Issue an Executive Order authorizing expedited vegetation management, debris removal, sediment management, bridge scour protection, channel-capacity improvements, and related flood-protection activities in waterways presenting significant flood risks;

2. Provide statewide regulatory streamlining consistent with the emergency authorities exercised under Executive Order N-10-23, while maintaining appropriate environmental protections;

3. Temporarily suspend applicable requirements of the California Environmental Quality Act (CEQA) and its implementing regulations for specifically identified emergency and preventive flood-risk reduction projects, to the extent permitted by law, where compliance would delay the timely completion of essential work before the winter storm season. Any such suspension should be narrowly tailored to urgent

activities necessary to protect life, property, critical infrastructure, agricultural lands, and public safety;

4. Include preventive and response provisions for California Coastal Act and California Endangered Species Act, which were absent from N-10-23;
5. Direct state agencies to prioritize and expedite permitting, consultation, and technical assistance necessary to complete these projects before the winter rainy season; and
6. Direct the California Governor's Office of Emergency Services and other appropriate state agencies to provide all available funding, equipment, personnel, technical support, emergency-planning assistance, and other resources to help local communities prepare for a worst-case flooding scenario this winter.

We further request that Cal OES work directly with local jurisdictions to identify funding and resource gaps, strengthen evacuation and emergency-response planning, support community preparedness and public outreach, and pre-position critical state resources wherever feasible. Our most vulnerable communities, including low-income neighborhoods, farmworker families, rural residents, seniors, and individuals with limited transportation, must not be left unprepared.

The window for preventive action is rapidly closing. Taking decisive action now will help safeguard California communities, agricultural resources, transportation networks, and public infrastructure from potentially catastrophic flooding. Early intervention is far less costly, and far less disruptive to families, than emergency response and disaster recovery after flooding occurs.

We appreciate your continued leadership in advancing California's resilience to extreme weather. We stand ready to work collaboratively with your Administration, Cal OES, and other state and federal partners to reduce flood risks and protect California communities before the approaching winter season.

Sincerely,

Charles Delgado
Legislative Advocate
California State
Association of Counties

Adam Borchard
Executive Director
California Central Valley
Flood Control
Association

Amanda Bloom
Executive Director
California Association of
Environmental Health
Administrators

Supervisor Bill Connelly
Chair, Butte County
Board of Supervisors

Brian Tisdale
Councilmember, City of
Lake Elsinore
Advocacy Committee
Chair, Western Riverside
County of Governments

Supervisor Doug Chaffee
Chair, Orange County
Board of Supervisors

Chris Sneddon
Director, County of Santa
Barbara Public Works
Department

Supervisor Diane Burgis
Chair, Contra Costa
Board of Supervisors

Supervisor Daron
McDaniel
Chair, Merced County
Board of Supervisors

Dina Purvis
Public Works Director,
City of Indian Wells

Elisia De Board
Governmental Relations
and Legislative Officer
County of Sacramento

Elizabeth Espinosa
Legislative Advocate
County of Santa Barbara

Erica Evans-Fudem
Legislative Deputy
County Counsel
County of Santa Clara

Supervisor Eric Lucan
President, Marin County
Board of Supervisors

J.M. Barrett
General Manager
Coachella Valley Water
District

Jason Uhley
General Manager-Chief
Engineer
Riverside County Flood
Control and Water
Conservation District

Joseph DeConinck
Chair, CVAG

Josh Gauger
Legislative Advocate
Ventura County

Joshua Golka
Head of State
Government Relations
Valley Water

Karla Nemeth
Executive Director
Association of California
Water Agencies

Len Materman
Chief Executive Officer
San Mateo County Flood
and Sea Level Rise
Resiliency District

Mark Strudley
Executive Director
Pajaro Regional Flood
Management District

Matthew Parr
Director of Economic
Development and
Government Affairs
County of San Diego

Mayor Daniel Lurie
City and County of San
Fancisco

Mayor Ulises Cabrera
City of Moreno Valley

Mohsen Maali
Acting Director of Public
Works / City Engineer
City of Temecula

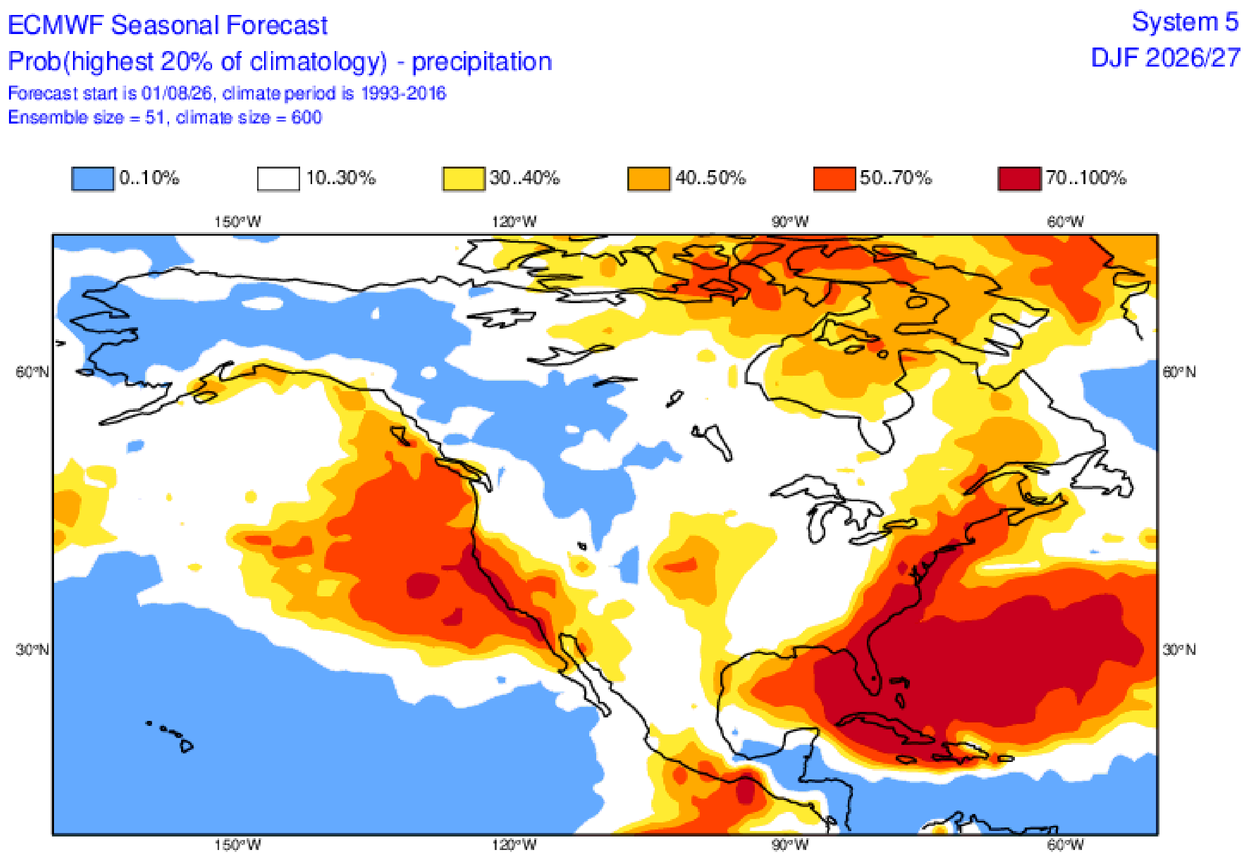
Supervisor Monica
Martinez
Chair, Santa Cruz County
Board of Supervisors

Noel Castillo
Chief Flood Control
Engineer
San Bernardino County
Flood Control District

Supervisor Amy Shuklian
Chair, Tulare County
Board of Supervisors

Kam Bezdek
Legislative Affairs
Director
Northern California
Water

Exhibit: European Center For Medium Range Forecasts Season Forecast for Dec 2026 through February 2027 chance of rainfall totals in the highest 20% of climatology.



AGENDA ITEM 4E

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

Date: September 28, 2026

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

From: Len Materman, CEO

Subject: Discuss the San Bruno Creek Resilience Project, and 1) Authorize the CEO to execute an Agreement with Contra Costa County to receive $226,810 to plan, complete early design, and conduct outreach for a flood protection and water quality project adjacent to the Interstate 380/U.S. Highway 101 interchange, and 2) Authorize the CEO to execute Amendment 1 to an Agreement with Jacobs Engineering Group Inc. to increase the scope of the San Bruno Creek Resilience Project and a resulting $426,000 increase in the not-to-exceed amount for a new not-to-exceed amount of $1,891,000, and extend the term to January 31, 2028

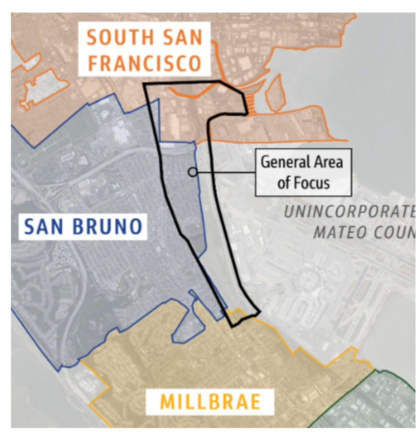
Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District ("OneShoreline") Board of Directors ("Board") receive an update on, and discuss, the San Bruno Creek Resilience Project. Following that update, staff recommends that the Board:

1) Authorize the CEO to execute an Agreement with Contra Costa County to receive an amount not to exceed $226,810 to plan, complete early design, and conduct community outreach for a flood protection and water quality project adjacent to the Interstate/U.S. Highway 101 interchange, and
2) Authorize the CEO to execute Amendment 1 to an Agreement with Jacobs Engineering Group Inc. to increase the scope of the San Bruno Creek Resilience Project and a resulting increase in the not-to-exceed amount by $426,000 for a new not to exceed amount of $1,891,000, and extend the term to January 31, 2028.

Background and Discussion

Upon its establishment on January 1, 2020, OneShoreline assumed the assets and liabilities of the former San Mateo County Flood Control District, including the San Bruno Creek Flood Zone. Formed in 1967, the Flood Zone matches the 4½-square-mile San Bruno Creek watershed, which covers parts of San Bruno and South San Francisco ("SSF"), and unincorporated San Mateo County. OneShoreline and these jurisdictions, plus San Francisco International Airport ("SFO"), Caltrans, BART, Caltrain, and SamTrans manage the stormwater, creek, and coastal infrastructure in the creek's watershed and floodplain.



The "General Area of Focus" in the image at right – the Belle Air neighborhood of San Bruno – has faced significant flooding from high tides, particularly during intense storms. Recent modeling by OneShoreline shows that a 5-year storm during a king tide exposes more than 100 structures to flooding, and a 25-year storm during a king tide more than doubles that number of structures. We know risks are increasing and what the vulnerabilities are: the 1948 tide gate, a low point at the 1967 Walnut Pump Station (two assets OneShoreline inherited from the County), low points on SFO property at Cupid's Row, maintenance challenges on the creeks due to endangered species constraints, and the City's undersized storm drain system.

With these vulnerabilities in mind, OneShoreline is advancing the San Bruno Creek Resilience Project funded by a Federal Emergency Management Agency ("FEMA") grant and a local match from Flood Zone funds. This Project will produce a long-term adaptation plan, prioritize a portfolio of near-term planning and capital projects, and carry one or more projects into concept design and CEQA review.

At its October 27, 2025 meeting, the Board authorized the CEO to execute an agreement with Jacobs Engineering Group Inc. for planning and design services. Since then, the project team has advanced flood modeling, drafted a decision framework, and advanced concept development in coordination with a technical advisory committee comprised of staff representatives from the City of San Bruno, the City of South San Francisco, SFO, Caltrans, C/CAG, and SamTrans, and we have engaged with technical partners, regulators, and the public.

With the help of a community advisory group, in May 2026 OneShoreline hosted a Community Kick-Off event in English and Spanish that introduced the project and gathered input on resident priorities that include reducing flood risk, protecting and restoring nature, replacing old infrastructure, and health and wellbeing.

Work to understand and address the flood threat has been ongoing for decades. In the past few years, OneShoreline, San Bruno, and SFO have added substantial flood modeling data, and OneShoreline's work with Climate Resilient Communities, Stanford, and the City & County Association of Governments ("C/CAG") has gathered significant input from the local community. With this information, and input from the technical advisory committee, our San Bruno Creek Resilience Project has developed seven infrastructure project concepts, including:

- Replace Angus and Walnut Pump Stations with modern facilities to improve reliability and add future capacity
- Install pumps at tide gates maintain drainage when tide levels are high and gravity drainage is limited
- Replace tide gates the mouth of San Bruno Creek manage Bay waters from backing up the creek
- Install a "regional" tide gate and pump station to serve the San Bruno and Colma Creek
- Detain stormwater temporarily upstream to reduce peak flows
- Install a floodwall along Cupid's Row, with an operable gate where the wall crosses Angus Ave. access road
- Restore the creek downstream of San Bruno Avenue for flood protection and ecological benefits

Importantly, no single project will "solve" flooding along this reach of San Bruno Creek given the combination of vulnerabilities, including infrastructure age and condition, constrained discharge capacities, rising sea levels and more intense coastal storms, and increasing extreme precipitation. The watershed will need a combination of infrastructure measures, supported by policy approaches, and phased over time.

The FEMA grant provides funds for the evaluation of project concepts, and then the conceptual design and CEQA compliance of one project. Of the concepts listed above, staff believes that the highest-priority project, replacing the Angus Pump Station, is simpler to implement than other concepts and is most likely to receive additional grant support. This aging station (shown at right) is difficult to service, in part because spare parts are difficult to acquire, and it lacks redundancy, has no remote monitoring, and has sensitive components subject to flooding. This project would also involve raising the road to access the pump station and a nearby bank low point.

<u>Agreement with Contra Costa County to receive $226,810 in redirected Caltrans funding</u>

A Caltrans-owned stormwater detention basin at the I-380/US-101 interchange, within the San Bruno Creek Flood Zone, manages runoff from the Caltrans right-of-way and from 7th Avenue and Shaw Road before discharging into San Bruno Creek. OneShoreline's hydraulic modeling in 2025 identified the basin as a likely source of neighborhood flooding: tidal backflows moved up through the outfall and basin onto 7th Avenue, then south into San Bruno's Belle Air neighborhood. At OneShoreline's request, later that year Caltrans installed a tidal backflow gate that has reduced flooding during storm events coincident with high tides.

Meanwhile, the recent San Bruno Creek One Watershed Pilot Study led by C/CAG pointed to this Caltrans basin as a candidate for a multi-benefit project that could reduce flood vulnerability and develop "green" stormwater infrastructure that could reduce harmful chemicals in San Bruno Creek and the Bay and thus help the City of San Bruno and Caltrans meet their obligations under stormwater permits.

Caltrans meets a portion of its permit obligations through agreements with local jurisdictions, whereby the local agencies deliver stormwater projects and receive Caltrans funding, with both agencies receiving pollutant reduction credit. In 2020, Caltrans and Contra Costa County entered into such an agreement, which has funds remaining that Caltrans has identified could be used to meet its obligations on this side of the Bay. On September 8, 2026, the Contra Costa County Board of Supervisors approved an agreement with OneShoreline that is the subject of this Agenda item and follows this Agenda Report.

This proposed new agreement with Contra Costa County (attached to this Agenda Report), would evaluate and develop a concept design for the basin to become a multi-benefit treatment system to capture trash and toxic chemicals from the Caltrans right-of-way and local streets before those pollutants reach San Bruno Creek, and green infrastructure on the adjacent 7th Avenue. Initial project concepts include stormwater detention basin modifications and street upgrades to reduce flood risks along 7th Avenue north of San Bruno Avenue.

The not-to-exceed amount of this agreement, $226,810, would be provided to OneShoreline to fund the entirety of the conceptual work related to this basin that is a portion of an expanded scope proposed for OneShoreline's contract with Jacobs Engineering (mentioned on the previous page and discussed below), as well as $65,810 for OneShoreline staff time on the project and operating costs.

<u>Amend an agreement with Jacobs Engineering to increase the scope of the San Bruno Creek Resilience Project</u>

As mentioned, at its October 27, 2025 meeting, the Board authorized the CEO to execute an agreement with Jacobs Engineering Group Inc. ("Jacobs Agreement") for an amount not to exceed $1,465,000 and a term through October 31, 2027. The scope of that agreement includes developing a technically sound, stakeholder- and community-informed flood resilience plan with multiple project concepts and advancing to 30% design and complete CEQA documentation an initial project that is competitive for FEMA grants to complete design and construction. The October 27, 2025 Board meeting Agenda Report anticipated that the Agreement might be amended at the Board's discretion to authorize subsequent work. The proposed Amendment 1 would increase the Jacobs Agreement's not-to-exceed amount by $426,000 for a new not to exceed amount of $1,891,000 and add the following two items to the scope and budget:

- Add a new Task 10, called 7th Avenue Concept Design, for an amount not to exceed $161,000 that is funded entirely by the Contra Costa County agreement described in the item on the previous page, and
- Add scope to the existing Task 7, called Concept Design, for an additional amount not to exceed $265,000 that includes the tasks of developing and evaluating additional flood resilience concepts (detention basins and a bank raise on the West of Bayshore property, with one basin advanced to 10% design; floodwall configurations along the property's western edge; a flood basin and facilities upgrade at Lions Park; a temporary flood barrier at the low point near the Walnut Pump Station; and implementation support for CEQA strategy and agency coordination) needed to provide additional definition, analysis, and stakeholder engagement to be competitive for future design funding, and to leverage the consultant team, technical advisory committee, and community engagement already underway.

Impact on OneShoreline Resources

There is no impact on OneShoreline resources associated with receiving an update on the status of the San Bruno Creek Resilience Project. The impact on OneShoreline resources associated with approving the agreement with Contra Costa County is that OneShoreline would receive $226,810 to complete the scope of services, including an estimated $65,810 to support OneShoreline staff time and operating costs associated with this effort. The impact on OneShoreline resources associated with approving Amendment 1 to the Agreement with Jacobs Engineering Group Inc. is an additional Agreement cost of $426,000, of which $161,000 will be covered by the Contra Costa County agreement and the rest by the San Bruno Creek Flood Zone – costs that were included in that Flood Zone's FY2026-27 Budget. Staff time associated with this project has been included in that Flood Zone budget as well.

Attachments

Draft Reimbursement Agreement by and between Contra Costa County and the San Mateo County Flood and Sea Level Rise Resiliency District

Draft First Amendment to Agreement between the San Mateo County Flood and Sea Level Rise Resiliency District and Jacobs Engineering Group Inc.

REIMBURSEMENT AGREEMENT BY AND BETWEEN CONTRA COSTA COUNTY AND THE SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT

This Reimbursement Agreement ("Agreement") is entered into as of September 08, 2026, ("Effective Date") by and between Contra Costa County, a political subdivision of the State of California, ("County") and the San Mateo County Flood and Sea Level Rise Resiliency District, a body corporate and politic, commonly referred to as "OneShoreline" ("District"). The County and the District are sometimes referred to herein together as the "Parties," and each as a "Party."

RECITALS

A. District was formed and exists under a special act of the State Legislature, the San Mateo Flood Control District Act (Cal. Uncod. Water Deer., Act 1130), as amended by Assembly Bill 825 (Stats. 2019, Ch. 292). District is empowered to exercise its powers to address the impacts of sea level rise and preserving waters for beneficial uses, among other powers, within its jurisdiction. District is one of several permittees (specified cities, counties, and agencies within the Counties of Alameda, Contra Costa, San Mateo, Santa Clara, and Solano) under the San Francisco Bay Regional Water Quality Control Board's Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (the "NPDES Permit"), which regulates the co-permittees' discharge of stormwater.

B. The County also is a permittee under the NPDES Permit. As co-permittees under the NPDES Permit, the County and the District are required to meet specified water quality standards and take other actions.

C. District is in the process of planning for the design and construction of the I-380/US-101 Interchange detention basin and 7th Ave. green infrastructure proposals in and adjacent to the City of San Bruno, within District's jurisdiction (the "Project"). The Project includes a multi-benefit treatment system that will treat stormwater for trash, PCBs, and mercury with the construction of the improvements. The Project is intended to ensure compliance with the NPDES Permit, among other things.

D. In 2020, the County entered into a Cooperative Implementation Agreement ("Coop Agreement") with the State of California, Department of Transportation ("State"), in which the State allocated $3,945,000 to the County for the construction of a large trash capture device to reduce trash and debris from entering downstream water bodies. A copy of the Coop Agreement is attached hereto as Exhibit A. The Coop Agreement was subsequently amended in 2024 to add two additional large trash capture devices and up to $2,300,000 additional funds. All such devices have been constructed, and funding of $ 226,810 (the "Available Funds") remains available under the Coop Agreement.

E. The County and the State have entered into a second amendment to the Coop Agreement, a copy of which is attached as Exhibit B, to allow the Available Funds to be used for the Project, a public purpose that helps to meet the co-permittees' obligations under the NPDES Permit. The purpose of this Agreement is to provide for reimbursement to District of eligible Project costs from Available Funds, not to exceed the amount of the Available Funds.

AGREEMENT

Now, therefore, the County and District agree as follows:

1. Term; Termination. The term of this Agreement begins on the Effective Date, and it expires August 30, 2027, unless sooner terminated as provided herein. Either Party may terminate this Agreement following 30 days' advance written notice to the other Party.

2. Reimbursement Limit. Notwithstanding anything to the contrary herein, the County's payments to District, to reimburse District for Project costs in accordance with Section 3, shall not exceed the amount of the Available Funds (i.e., $226,810). It is agreed and acknowledged that: (a) the County is serving as a fiscal intermediary for reimbursing Project costs with State funds at the request of the State and OneShoreline; (b) the County is not providing any County funds for the Project; and (c) the County is not substantially participating in the financing, planning, approval, design, construction, or operation of the Project.

3. Reimbursement of Eligible Project Costs; District's Repayment to County.

a. The District may seek reimbursement from the County for costs to plan, design, and construct the Project, as more particularly detailed in Exhibit C, attached hereto, not to exceed the amount of the Available Funds, as follows:

1. District shall comply with the applicable requirements of the Coop Agreement that apply to "DISTRICT" prior to incurring Project costs, and when seeking reimbursement of those costs from County. These requirements include, but are not limited to, the requirements in Sections 3 and 4 of the Coop Agreement.

2. When District seeks reimbursement of Project costs from the County, District shall provide the County an invoice that satisfies the requirements of Section 3.F. of the Coop Agreement.

b. Within 60 days after the County receives and accepts an invoice from District, the County will reimburse District for Project costs documented in the invoice, not to exceed the amount of the Available Funds.

c. The County will, in accordance with the terms and conditions of the Coop Agreement, seek reimbursement from the State for Project costs reimbursed to District under this Agreement, not to exceed the amount of the Available Funds.

d. Notwithstanding anything to the contrary in this Agreement, in the event that the State refuses to reimburse the County for any Project costs submitted by the County in accordance with the terms and conditions of the Coop Agreement that have already been reimbursed to District under this Agreement ("Disallowed Costs"), District shall repay the County all Disallowed Costs within 60 days after receiving a written demand by the County; and, thereafter, District shall not be entitled to any reimbursement of such Disallowed Costs under this Agreement. The requirements of this Section 3(d) shall survive the expiration or termination of this Agreement.

4. **Indemnification.** District shall indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives from any and all liabilities, costs, expenses, demands, damages, claims, causes of action, fines, penalties, judgments, attorney's fees, and attorney's fee awards (collectively, "Liabilities") that arise from or are connected with (a) the funding, planning, environmental review, design, construction, construction management, maintenance, or operation of the Project, or (b) District's use or misuse of Available Funds under this Agreement. District's obligations under this Section 4 shall survive the expiration or termination of this Agreement.

5. **Audit.** In order to make audits, the County shall have the right of access to any books, documents, papers, and other records of the District that are pertinent to County's reimbursement of Project costs under this Agreement. During the term of this Agreement and for a period of three (3) years following its expiration (the "Audit Period"), the District shall keep and maintain accurate financial accounts, in accordance with generally acceptable accounting principles, of all Project costs reimbursed to District under this Agreement. During the Audit Period, District shall provide the County copies of accounting records regarding the County's reimbursement of Project costs under Section 3 within 10 days after the County's written request, and the District shall make those records available for inspection during the County's normal business hours, at the County's designated office in Martinez, California, or the office of its financial consultant. The requirements of this Section 5 shall survive the expiration or termination of this Agreement.

6. **Notices.** All notices, invoices, demands, payments, and other correspondence required to be given under this Agreement shall be in writing, and shall be delivered in person, by overnight delivery, or by U.S. Mail, to the following:

To County:
Michele Mancuso
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553
Email: michele.mancuso@pw.cccounty.us

To District:
Summer Bundy
San Mateo County Flood & Sea Level Rise Resiliency District (OneShoreline)
1700 S El Camino Real, Suite 502
San Mateo, CA 94402
Phone: 650-294-0752 (mobile)
Email: sbundy@oneshoreline.org

or to such other address as each Party may respectively designate by written notice to the other Party. A notice or other correspondence shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5th) day after the postmark date if it is given by U.S. Mail. A courtesy copy of a notice or other correspondence may be sent by email, as long as the notice or other correspondence also is given in a manner expressly authorized by this section.

7. **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties hereto. This Agreement may not be assigned by either Party unless the assignment is approved in writing by the other Party.

8. **Modification.** This Agreement may not be modified or amended except in a writing signed by both Parties hereto.

9. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this Agreement is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The recitals of this Agreement are, and shall be enforceable as, a part of this Agreement.

10. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.

11. **Waiver.** A waiver of breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

12. **Specific Performance.** The sole remedy for violation of this Agreement shall be the specific performance of this Agreement.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

15. **Attorney's Fees.** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs, and expenses.

[Remainder of page intentionally left blank – signatures on next page.]

CONTRA COSTA COUNTY	**SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**
By: ___________________________ Warren Lai Public Works Director/Designee	By: ___________________________ Len Materman Chief Executive Officer
Approved as to form: Deputy County Counsel	Approved as to form: Brian Kulich OneShoreline Counsel
By: ___________________________	By: ___________________________

Attachments:

Exhibit A	Cooperative Implementation Agreement
Exhibit B	Amendment No. 2 to Cooperative Implementation Agreement
Exhibit C	Table – Allocation of Available Funds to OneShoreline

COOPERATIVE IMPLEMENTATION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON June 24, 2020, (the "EFFECTIVE DATE"), is between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and Contra Costa County, a political subdivision of the State of California, referred to herein as AGENCY. CALTRANS and AGENCY are together referred to as PARTIES.

RECITALS

1. CALTRANS and AGENCY, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) as a watershed stakeholder within AGENCY's jurisdiction.

2. The State Water Resources Control Board ("SWRCB") has issued National Pollutant Discharge Elimination Permit Order 2012-0011-DWQ to Caltrans (as amended by SWRCB Order No. 2014-0077-DWQ, dated May 20, 2014, the "NPDES Permit"), which requires CALTRANS to reduce pollutant loads in Total Maximum Daily Load (TMDL) watersheds and in Significant Trash Generating Areas (STGA) , including areas in AGENCY's jurisdiction.

3. CALTRANS has agreed to contribute an amount not to exceed Three Million Nine Hundred Forty Five Thousand Dollars ($3,945,000) to AGENCY for AGENCY to construct up to four (4) full trash capture devices in the Tara Hills area of AGENCY, which is within the regional area under the jurisdiction of AGENCY to comply with the TMDL or to treat STGAs. The NPDES Permit (including Attachment IV) is located at: www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.html

4. AGENCY has agreed to implement the PROJECT subject to the terms and conditions of this Agreement including all documents attached hereto that are incorporated herein and hereby made a part of this Agreement (collectively referred to as the "AGREEMENT").

5. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.

6. The SWRCB will credit CALTRANS with one (1) Compliance Unit for each Eighty-Eight Thousand Dollars ($88,000) paid to AGENCY. As used in this AGREEMENT, the term "Compliance Unit" or "CU" is defined as one (1) acre of CALTRANS' Right-of-Way (ROW) from which the runoff is retained, treated, and/or otherwise controlled prior to discharge to the relevant reach. The financial equivalent as submitted by CALTRANS is One Hundred Seventy-Six Thousand Dollars ($176,000) per CU. The SWRCB is encouraging collaborative efforts and cooperative implementation agreements to reduce TMDLs in STGAs, and uses a 50% discount for CU in dollars contributed to the cooperative implementation of reduction measures. This sets the CU equivalent at Eighty-Eight Thousand Dollars ($88,000).

7. For NPDES Permit compliance, CALTRANS will claim a percentage of PROJECT pollutant waste load reductions granted by the San Francisco Bay Regional Water Quality

Control Board for the PROJECT equal to the percentage of total PROJECT cost contributed by CALTRANS or the waste load allocation assigned to CALTRANS by the SWRCB for the PROJECT watershed, whichever is less. CALTRANS intends to use the PROJECT waste load reductions to demonstrate equivalent load reductions required to meet its TMDL waste load allocations.

8. The parties recognize that the cooperative implementation under this AGREEMENT has the following advantages: (i) allows for retrofit projects off the ROW, at locations that may otherwise have space, access, or safety limitations within the ROW; (ii) provides for the involvement of local watershed partners who have an interest and expertise in the best way to protect, manage, and enhance water quality in the watershed; (iii) allows for implementation of Best Management Practices (BMPs) and other creative solutions not typically available to CALTRANS; (iv) allows for larger watershed-scale projects; and (v) leverages resources from other entities.

9. All services performed by AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and AGENCY laws, ordinances, and regulations, and with CALTRANS published manuals, policies, and procedures. In case of a conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then AGENCY laws and regulations, respectively.

10. CALTRANS share of PROJECT funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
SHA	**State of California**	**$3,945,000**

AGREEMENT

SECTION I

All sections of this AGREEMENT including the recitals are enforceable.

1. AGENCY has agreed to implement the PROJECT in accordance with Attachment II-SCOPE SUMMARY. The SCOPE SUMMARY that is attached to and made a part of this AGREEMENT defines in detail the PROJECT's scope of work, description, schedule, location and budget.

2. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.

3. AGENCY will develop and construct the PROJECT in accordance with the applicable laws, policies, practices, procedures and standards. This applies to all procurements, including land acquisitions, licenses and permits.

4. AGENCY shall prepare initial engineering and geotechnical assessments, and detailed design as well as acquire environmental reviews and rights-of-way needed for the PROJECT, which work is equivalent to CALTRANS' process of preparing a project initiation document, project approval and environmental document, and plans, specification and estimate. AGENCY will pay for, coordinate, prepare, obtain, implement, renew, and amend all any

permits needed to complete the PROJECT. AGENCY will prepare California Environmental Quality Act (CEQA) environmental documentation to meet CEQA requirements.

5. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and will be responsible for the administration, acceptance, and final documentation of the construction contract.

6. CALTRANS shall reimburse AGENCY for actual costs of the PROJECT not exceeding the amount set forth in Section 8 below.

7. CALTRANS shall have the right to inspect the PROJECT work at any time during its progress and to make final inspection upon completion thereof. Failure of CALTRANS to object within 30 days after the PROJECT oversight body has provided final approval of the PROJECT shall indicate satisfactory performance of this AGREEMENT by AGENCY.

8. The total amount CALTRANS will reimburse AGENCY pursuant to this AGREEMENT shall not exceed Three Million Nine Hundred Forty Five Thousand Dollars ($3,945,000) ("Contract Sum"). Costs incurred by AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT and in accordance with the Budget included in Attachment II.

9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for the PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone without prior written consent of the party authorized to release said documents except: (i) to employees, agents, and consultants who require access to complete the work described within this AGREEMENT; or (ii) where release is required or authorized by law.

10. As used herein, the term "HM-1" is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to Federal or State law, whether it is disturbed by the PROJECT or not, and the term "HM-2" is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to Federal or State law, only if disturbed by the PROJECT.

11. CALTRANS, independent of PROJECT costs, is responsible for any HM-1 found within existing CALTRANS ROW. CALTRANS will undertake HM-1 management activities with minimum impact to the PROJECT schedule and will pay all costs associated with HM-1 management activities.

12. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the CALTRANS existing ROW. AGENCY, independent of

PROJECT costs, is responsible for any HM-1 found within PROJECT limits outside existing CALTRANS ROW, and will pay, or cause to be paid, all costs associated with HM-1 management activities. AGENCY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to the PROJECT schedule.

13. If HM-2 is found within the limits of PROJECT, the AGENCY responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.

14. This AGREEMENT may only be amended or modified by mutual written agreement of the parties.

SECTION II - GENERAL PROVISIONS

1. TERMINATION

A. This AGREEMENT may be terminated by the PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse AGENCY all allowable, authorized, and non-cancelable obligations and costs incurred by AGENCY prior to the termination.

B. CALTRANS reserves the right to terminate this AGREEMENT before the AGENCY awards the PROJECT construction contract or begins to do project work. CALTRANS will reimburse AGENCY reasonable, allowable, authorized and non-cancelled costs up to the date of termination that are attributable to the PROJECT.

C. This AGREEMENT will terminate upon completion of PROJECT when all parties have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a closure statement, which is a document signed by the parties that verifies the completion of PROJECT, except that all indemnification, document retention, audit, claims, environmental commitment, pending legal challenge, hazardous material, operation, maintenance and ownership provisions of this AGREEMENT will remain in effect until terminated or modified in writing by an amendment to this AGREEMENT signed by both PARTIES.

D. AGENCY has sixty (60) days after the date this AGREEMENT is terminated or expires, or such other time agreed upon in writing by the PARTIES, to submit invoices to CALTRANS to make final allowable payments for PROJECT costs in accordance with the terms of this AGREEMENT. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

2. BUDGET CONTINGENCY CLAUSE

All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, and the State Budget Act authority. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended if possible to reflect any reduction in funds, but nothing herein obligates the PARTIES to provide additional funding or proceed if sufficient funding is unavailable.

3. **ALLOWABLE COST, PAYMENTS AND INVOICING**

A. The method of payment for this AGREEMENT will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and indirect costs, including, but not limited to labor costs, employee benefits, travel (overhead is reimbursable only if the Agency has an approved indirect costs allocation plan) and contracted consultant services costs incurred by AGENCY in performance of the PROJECT work, not to exceed the cost of the Contract Sum.

B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the PROJECT work. AGENCY must not only have incurred the expenditures on or after the EFFECTIVE DATE of this AGREEMENT and before the date it expires or is terminated, but must have also paid for those costs to claim any reimbursement.

C. PARTIES will agree upon CALTRANS' annual reimbursement of the PROJECT costs, throughout its duration. Total reimbursement will not exceed the Contract Sum (as defined in Section I(9) above. The encumbered funds are to be expended and invoiced to CALTRANS by AGENCY by May 1 of the third fiscal year from the fiscal year CALTRANS encumbered them. CALTRANS shall contact AGENCY annually to confirm the amount of funds to be encumbered each fiscal year. Any funds encumbered, but not expended by the end of the third fiscal year, will not be reimbursed to AGENCY by CALTRANS.

D. Travel, per diem, and third-party contract reimbursements are PROJECT costs only after those hired by AGENCY to participate in the PROJECT incur and pay those costs. Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources rules current at the effective date of this AGREEMENT.

E. CALTRANS will reimburse AGENCY for all allowable PROJECT costs no more frequently and no later than monthly in arrears and as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this AGREEMENT Number and shall be signed and submitted electronically to the Contract Manager at the following address:

tom.rutsch@dot.ca.gov; cc: kriti.uppal@dot.ca.gov

If electronic submittal is not possible, mail invoice to:

California Department of Transportation
Division of Environmental Analysis – Fiscal Analysis Unit, MS 27
1120 N Street
Sacramento, CA 95814-5680

F. Invoices shall include the following information:

1) Invoice Cover Sheet The invoice cover sheet summarizes the previous, current and total amounts billed for the AGREEMENT. Details included on the cover sheet are:
   a. "INVOICE" near top of page
   b. Invoice Date
   c. Contract Number (D43CIAxx000x)
   d. Invoice Number (minimum format: City Initials-3-digit Invoice Number (XXX-001)
   e. Billing period (performance period), specified with beginning and ending dates (towards top of page). All work performed must be during the billing period. Invoice billing periods must not overlap.
   f. Brief description of the work performed
   g. Summary of total dollar amount billed to date
      i. Previous month invoice balance
      ii. Amount billed this month
      iii. Total amount billed including current invoice amount
   h. Total amount due
   i. Summary of charges
      i. AGENCY (municipality) labor costs
      ii. Sub-Vendor labor costs (consultant)
      iii. Sub-vendor direct costs (materials, equipment, miscellaneous itemized costs)
      iv. Other direct costs
   j. Discounts (if applicable)
   k. Remittance information including name and address (MUST match *Payee Data Record Declaration of Business Location* [Form FA-204] submitted at contract execution or on file)
   l. AGENCY Contract Manager's name, address and phone number
   m. AGENCY Contract Manager's signature and signature block
   n. CALTRANS Contract Manager's name and address
   o. CALTRANS Contract Manager's signature block.

2) Invoice and Supports

All invoice charges must match the rates on the contract cost proposal and personnel request. (Changes in billing rates must be approved BEFORE billing.) The CALTRANS' Contract Manager must be provided invoices or other documentation with sufficient detail to verify the charges are allowable under this AGREEMENT with sufficient support to allow them to verify charges. Supporting documentation, such as receipts, is required for all costs included on the invoice that are not for hourly or sub-contract labor.

AGENCY labor charges need to show person's name, hours worked, billing rate and brief description of work performed. Supporting documents (timesheet or payroll report) need to be provided. These documents need to include:

a. Name (first and last)
b. Hours charged
c. Brief description -- identify the work is for the project funded by the Cooperative Implementation Agreement
d. Month, day and year of the charges (must be within the billing period)
e. Worker and supervisor's signatures (Exceptions can be made for electronic timesheets.) All overtime must be approved in advance by the CALTRANS Contract Manager.

Direct costs (such as material costs, vehicle rental) are reimbursable. These costs need to be verified, therefore, a copy of the receipt, paid purchase order or other documentation that shows the items and cost needs to be attached to the invoice.

AGENCY personnel travel costs may be reimbursed according to the Consultant and Contractor travel guidelines located on the CALTRANS' website at: www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm. The Travel Expense Claim (TEC) form is available at: www.dot.ca.gov/hq/asc/travel/ch5/1tec.htm.

Subcontractor costs are reimbursed after providing a copy of the paid invoice. This invoice needs to show that the AGENCY contract manager reviewed and approved the payment. CALTRANS requires its vendors to submit proof of costs incurred, such as timesheet or payroll records, travel reimbursement form (that includes the reason and dates for travel) with receipts, receipts for materials, lab services or other items) and CALTRANS assumes the AGENCY has similar requirements that are documented.

3) Progress Reports

Each invoice needs to be accompanied by a progress report for the billing period. This report includes:

a. Work performed during the billing period (can be in a bullet format)
b. Contract progress estimate -- percentage of work completed (not dollar based)
c. Work anticipated during the next billing cycle (can be in a bullet format)
d. Total amount spent during the billing period (AGENCY personnel, AGENCY direct costs, subcontractor costs and total)
e. Total amount spent to date (AGENCY, subcontractor, total)
f. Percentage of Cooperative Implementation Agreement (CIA) funds used to date. [Total (AGENCY and subcontractor)/CIA not to exceed amount)]

4. COST PRINCIPLES

A. If PARTIES fund any part of PROJECT with state or federal funds, each PARTY will comply, and will ensure that any sub-recipient, contractor or subcontract hired to participate in PROJECT will comply with the federal cost principles and administrative requirements of 2 CFR, Part 200. These principles and requirements apply to all funding types included in this AGREEMENT.

B. Any PROJECT costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Title 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the PARTIES, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS.

C. The PARTIES will maintain and make available to each other all PROJECT related documents, including financial data, during the term of this AGREEMENT. PARTIES will retain all PROJECT-related records for three (3) years after the final payment voucher.

5. <u>INDEMNIFICATION</u>

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this AGREEMENT. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

6. <u>RETENTION OF RECORDS/AUDITS</u>

A. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement payment vouchers or invoices. All books, documents, papers, accounting records and other supporting papers and evidence of performance under this AGREEMENT of AGENCY, its contractors, subcontractors and sub-recipients connected with PROJECT performance under this AGREEMENT shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government during business hours with appropriate notice. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs under this AGREEMENT, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

B. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

C. This AGREEMENT shall be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

D. CALTRANS, the state auditor, and the Federal Government, (if the PROJECT utilizes federal funds), will have access to all PROJECT-related records held by AGENCY or by any party hired by AGENCY to participate in PROJECT.

E. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

F. Upon completion of the final audit, AGENCY has thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

7. <u>DISPUTES</u>

A. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS Chief Environmental Engineer and the executive officer of AGENCY will attempt to negotiate a resolution.

B. If PARTIES do not reach a resolution, AGENCY's legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

C. Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the PROJECT in accordance with the terms of this AGREEMENT. However, if either PARTY stops fulfilling PROJECT, the other PARTY may seek equitable relief to ensure that the PROJECT continues.

D. Except for equitable relief, no PARTY may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

E. PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

F. Additional Dispute Remedies. PARTIES maintain the ability to unanimously pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

8. **RELATIONSHIP OF PARTIES**

It is expressly understood that this AGREEMENT is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **NOTIFICATION OF PARTIES**

A. AGENCY:

Michele Mancuso, Senior Watershed Management Planning Specialist
Michele.Mancuso@pw.cccounty.us, 925-313-2236

CALTRANS:
Tom Rutsch, Stormwater Coordinator;
tom.rutsch@dot.ca.gov; 916-653-7396

B. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

Contra Costa County Public Works, Watershed Program
Michele Mancuso
255 Glacier Drive
Martinez, CA 94553

California Department of Transportation
Division of Environmental Analysis - MS 27
Attention: Tom Rutsch, Stormwater Coordinator
1120 N Street
Sacramento, CA 95814-5680

SECTION III - ATTACHMENTS

The following attachments are incorporated into and are made a part of this AGREEMENT by this reference and attachment.

I. AGENCY Resolution, Certification of Approval, order, motion, ordinance or other similar document from the local governing body authorizing execution of the AGREEMENT.

II. Scope of Work, Description, Schedule, Location and Budget.

SECTION IV - SIGNATURES

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Signature:

Print Name: **TOM RUTSCH**

Title: **Stormwater Coordinator**

Date: 6/22/2020

Signature: Shaila Chowdhury

Print Name: **SHAILA CHOWDHURY**

Title: **Assistant Chief, Division of Environmental Analysis**

Date: 06/23/20

Signature:

Print Name: **PHIL STOLARSKI**

Title: **Chief, Division of Environmental Analysis**

Date: 6/24/20

CONTRA COSTA COUNTY

Signature:

Print Name: **Brian M. Balbas**

Title: **Public Works Director**

Date: 6/11/2020

Sharon L. Anderson, County Counsel

Signature:

Print Name: **By: Eric Gelston**

Title: **Deputy County Counsel**

Date: 6/10/20

ATTACHMENT I

AGENCY APPROVAL OF COOPERATIVE IMPLEMENTATION AGREEMENT

See attached.

ATTACHMENT II

SCOPE OF WORK, DESCRIPTION, SCHEDULE, LOCATION AND BUDGET

SCOPE OF WORK

Contra Costa County (AGENCY) and the State of California Department of Transportation (CALTRANS) are entering into the Cooperative Implementation Agreement (CIA) to which this Attachment II is attached to treat stormwater draining from Significant Trash Generating Areas of the State Highway System (Interstate-80) and unincorporated Contra Costa County.

DESCRIPTION

The AGENCY will coordinate the planning, design and construction of up to four large full trash capture devices (FTCDs) in the County road right-of-way. CALTRANS will reimburse the AGENCY for the design and construction of these systems. Maintenance will be performed by the AGENCY. It is estimated that these FTCDs would capture stormwater from approximately 39 acres of Caltrans right of way; and approximately 78 acres of moderate or high trash in the East Flannery and Shamrock watersheds.

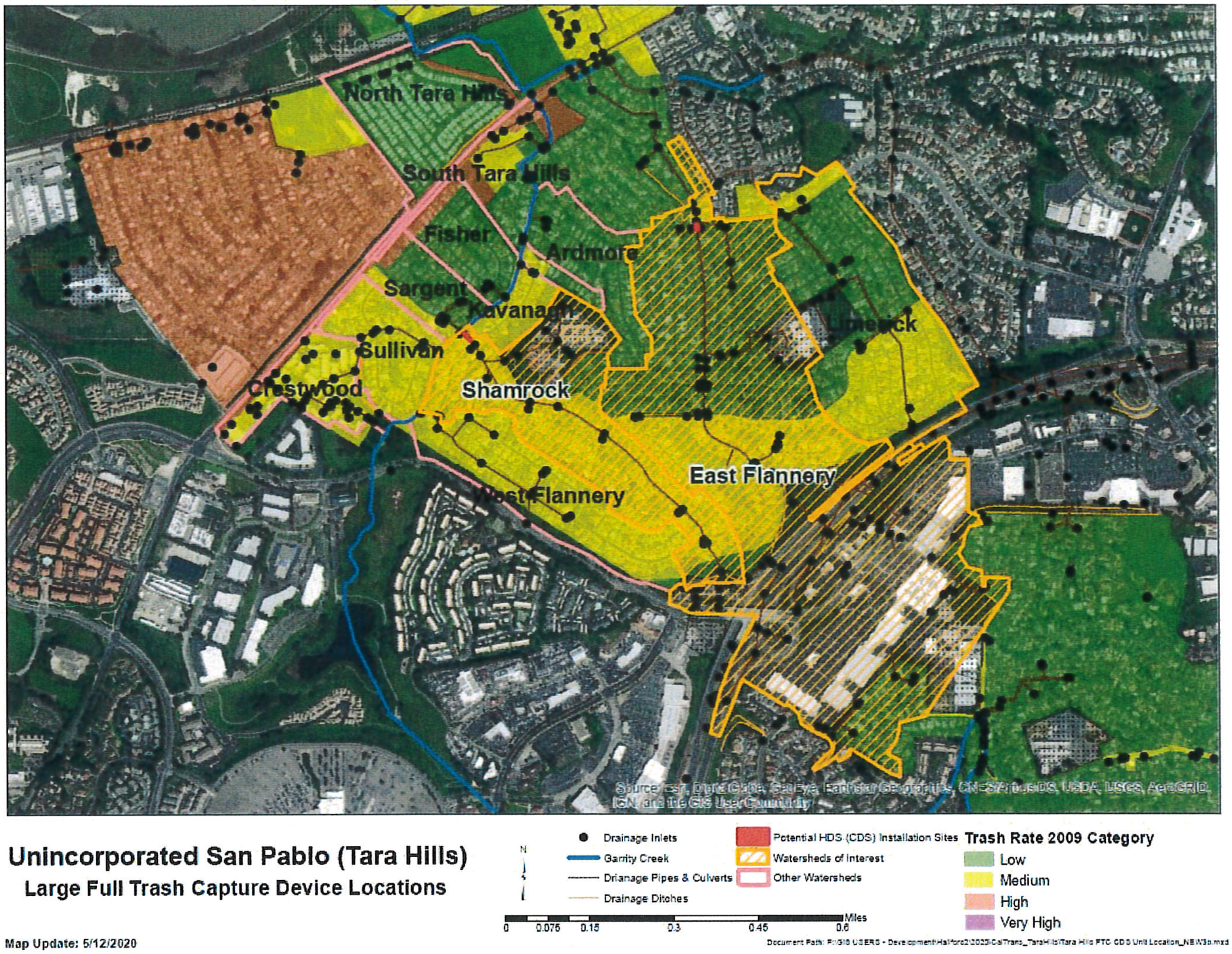
SCHEDULE

During the first phase of the PROJECT, the AGENCY will plan and design the FTCDs in the East Flannery and Shamrock Watersheds. This will be completed and invoiced to the State of California Department of Transportation (Caltrans) by May 1, 2022.

During the second phase of the PROJECT, the AGENCY will construct the FTCDs in the East Flannery and Shamrock Watersheds. This will be completed and invoiced to the Caltrans by May 1, 2023.

LOCATION

The PROJECT is located in unincorporated San Pablo (Tara Hills), Contra Costa County, adjacent to I-80, within 2 watersheds west of I-80, commonly named East Flannery and Shamrock. See the map of the full trash capture device locations below.



BUDGET

The estimated budget for the planning and design of the FTCDs in the East Flannery and Shamrock watersheds is $1,375,000. The estimated budget for the construction of the FTCDs is $2,570,000.

ATTACHMENT I

C. 13

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: June 2, 2020

Subject: Cooperative Implementation Agreement with Caltrans, San Pablo area. Project No. 7517-6W7079

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Cooperative Implementation Agreement, including County indemnification, with the California Department of Transportation (Caltrans) for Caltrans to reimburse the County in an amount not to exceed $3,945,000 for the County's design and construction of three large full trash capture devices in unincorporated San Pablo (Tara Hills) for the period of June 2, 2020 to May 1, 2023.

FISCAL IMPACT:

The Project is being funded by Caltrans, per the Cooperative Implementation Agreement (CIA). Some minimal set-up costs will be paid for by the Stormwater Utility Assessments as part of Contra Costa County's (County) Trash Reduction Measures.

BACKGROUND:

The County is a permittee under the San Francisco Bay Region Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP). One of the current MRP requirements is to reduce trash discharging from the County municipal separate storm sewer system

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **06/02/2020** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 2, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Laura Cassell, Deputy

Contact: Michele Mancuso, (925) 313-2236

cc: Allison Knapp, Deputy Chief Engineer, Tim Jensen, Flood Control, Michele Mancuso, County Watershed Program, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

(MS4) by 100% by 2022. As part of this effort, the County is looking for opportunities to install full trash capture systems to prevent trash from flowing from MS4s to creeks and the Bay.

Caltrans is also required to reduce trash from its highways, which travel through communities and have stormwater drainage systems that tie into MS4s. Caltrans is looking for opportunities to partner with municipalities to implement trash control measures. Unincorporated County has an opportunity to collaborate with Caltrans under a CIA. Under a CIA, Caltrans would provide the funds to pay for the design and installation of large full trash capture systems in the County storm drain system in Tara Hills, unincorporated San Pablo. The County would coordinate the planning, design, and installation and would maintain these systems within the County road right of way. Both Caltrans and the County would receive credits from the San Francisco Bay Regional Water Quality Control Board for the reduction of trash and possibly from the removal of PCBs (polychlorinated biphenyls) and mercury, bound to sediment, from the MS4.

The County is obligated to indemnify Caltrans for third party claims arising out of the County's acts or omissions in performing the agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this action isn't approved, the County will not be able to install large full trash capture devices in Tara Hills.

ATTACHMENTS

Contra Costa County CIA 2020-03-30 rev 2020-04-03

Caltrans and CC County CIA Summary and Cost REV 3 (5/13/20)

Tara Hills FTC Locations CCC and Caltrans 051320

COOPERATIVE IMPLEMENTATION AGREEMENT
AMENDMENT No. 2

This AMENDMENT No. 2 is entered into effective on ____________________2026, by and between the State of California acting by and through its Department of Transportation, referred to as CALTRANS, and Contra Costa County, referred to as AGENCY, and together referred to as PARTIES.

RECITALS

1. CALTRANS and AGENCY entered into a Cooperative Implementation Agreement, dated June 24, 2020, (AGREEMENT) to provide AGENCY up to $3,945,000 in funding for the design and construction of one large trash capture device in the Tara Hills area (unincorporated San Pablo area) (ORIGINAL PROJECT). That ORIGINAL PROJECT was completed under budget, and approximately $1,160,000 remained unspent. On March 28, 2024, CALTRANS and AGENCY entered into AMENDMENT NO. 1 TO THE AGREEMENT (AMENDMENT NO. 1) to use those remaining and unspent funds and provide AGENCY up to $2,300,000 additional funds for two additional large trash capture devices in the unincorporated Bay Point and Saranap areas of the County (ADDITIONAL PROJECTS).

2. The AGENCY has completed all projects funded under the AGREEMENT and AMENDMENT No. 1, and there remains 226,810 in unspent funding (AVAILABLE FUNDS). CALTRANS and AGENCY desire to reallocate the AVAILABLE FUNDS to fund the project (ONESHORELINE PROJECT) described in ATTACHMENT II SUPPLEMENT – AMENDMENT No. 2, attached hereto, being implemented by the San Mateo County Flood & Sea Level Rise Resiliency District, also known as “OneShoreline” (ONESHORELINE).

3. The purpose of this AMENDMENT No. 2 is to reallocate the AVAILABLE FUNDS to costs incurred to plan, design, and construct the ONESHORELINE PROJECT.

<u>IT IS MUTUALLY AGREED:</u>

1. The PARTIES hereby add to ATTACHMENT II – Scope of Work, Description, Timeline, Schedule, Location and Budget of the AGREEMENT, as previously amended, the attached ATTACHMENT II SUPPLEMENT – AMENDMENT No. 2 describing the ONESHORELINE PROJECT and the Timeline, Schedule, Location, and Budget for that project.

2. Any reference to ATTACHMENT II in the AGREEMENT, as previously amended, is deemed to include ATTACHMENT II SUPPLEMENT – AMENDMENT No. 2, attached hereto.

3. Each reference to the PROJECT in the AGREEMENT shall mean and include the ORIGINAL PROJECT, the ADDITIONAL PROJECTS, and the ONESHORELINE PROJECT.

4. Upon receipt from ONESHORELINE of all documentation required under the AGREEMENT to request reimbursement for costs that ONESHORELINE incurs to plan, design, and/or construct the ONESHORELINE PROJECT, and following AGENCY's determination that the costs are allowable costs under the AGREEMENT, AGENCY will reimburse ONESHORELINE for those costs, not to exceed amount of the AVAILABLE FUNDS. After making a reimbursement to ONESHORELINE, AGENCY will seek reimbursement of the same amount from CALTRANS as project costs, in accordance with the AGREEMENT, as amended. Upon receipt of a reimbursement request from AGENCY for costs to plan, design, and/ or construct the ONESHORELINE PROJECT, CALTRANS shall make its determination of allowable costs for said project, and shall make reimbursement to AGENCY for such costs, in accordance with Sections 3 and 4 of the AGREEMENT, as amended. Notwithstanding anything to the contrary herein, AGENCY shall not seek reimbursement for ONESHORELINE PROJECT costs in excess of, and CALTRANS shall not reimburse AGENCY for said costs in excess of, the amount of the AVAILABLE FUNDS.

5. All other terms and conditions of said amended AGREEMENT, as previously amended, shall remain in full force and effect.

6. This AMENDMENT No. 2 with its attachment(s) is hereby deemed to be a part of the AGREEMENT.

ATTACHMENTS

The following attachment is incorporated into and is made a part of this AMENDMENT No. 2 by this reference:

ATTACHMENT II SUPPLEMENT – AMENDMENT No. 2, describing the ONESHORELINE PROJECT and the Timeline, Schedule, Location, and Budget for said project.

SIGNATURES

Signatories may execute this AMENDMENT No. 2 through individual signature pages provided that each signature is an original. This AMENDMENT No. 2 is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AMENDMENT No. 2 and have delegated to the undersigned the authority to execute this AAMENDMENT No. 2 on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AMENDMENT No. 2.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		CONTRA COSTA COUNTY	
Signature:		Signature:	
Print Name:	**KEN JOHANSSON**	Print Name:	**Warren Lai**
Title:	**Stormwater Coordinator**	Title:	**Public Works Director**
Date:		Date:	
Signature:		Signature:	
Print Name:	**HARDEEP TAKHAR**	Print Name:	
Title:	**Assistant Chief, Division of Environmental Analysis**	Title:	**Deputy County Counsel**
Date:		Date:	
Signature:			
Print Name:	**JEREMY KETCHUM**		
Title:	**Chief, Division of Environmental Analysis**		
Date:			

ATTACHMENT II SUPPLEMENT – AMENDMENT No. 2
Scope of Work, Description, Timeline, and Location of the ONE SHORELINE PROJECT

INTRODUCTION

AGENCY and CALTRANS are parties to the AGREEMENT, dated June 24, 2020, as amended by AMENDMENT NO. 1, dated March 28, 2024, through which CALTRANS provides funding for the installation of large trash capture devices in certain areas of Contra Costa County. All work under the AGREEMENT, as previously amended, has been completed and there is a balance of $226,810 in funding remaining unspent – the AVAILABLE FUNDS.

CALTRANS and AGENCY identified a new multi-benefit water quality partnership project being undertaken through a collaboration among San Mateo Countywide Water Pollution Prevention Program, San Bruno, and the San Mateo County Flood & Sea Level Rise Resiliency District, which is also known as "OneShoreline." "The ONESHORELINE PROJECT" includes concept development for the upgrade of the existing detention basin at the I-380/US-101 Interchange, assessment of re-grading/drainage improvements, and survey work to evaluate green infrastructure feasibility in the local right of way on 7th Ave. in, and adjacent to, the City of San Bruno.

This multi-benefit regional partnership project will evaluate concepts to mitigate climate adaptation needs to address localized flooding as well as water quality improvements to control trash and reduce polychlorinated biphenyl and mercury TMDL loading to advance stormwater compliance mandates for both Caltrans and the City of San Bruno.

The City of San Bruno and ONESHORELINE are subject to the San Francisco Bay Regional Water Quality Control Board's (Water Board's) Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit (MRP). Under the updated MRP, known as MRP 3.0, Bay Area cities within the MRP jurisdiction must reduce the amount of trash and TMDL loading discharging from their storm drainage systems.

Caltrans is required to prevent the discharge of trash from 8,910 acres in accordance with the San Francisco Bay (RWQCB) issued trash discharge Cease and Desist (CDO) Order (Order No. R2-2019-0007 as amended by R2-2021-0030) by 2026. Further, Caltrans is required to implement mercury and PCB BMPs in 2,970 acres of ROW that are located within the San Francisco Bay RWQCB region in accordance with Attachment D of the Caltrans NPDES Permit (Order 2022-0033-DWQ).

SCOPE OF WORK AND DESCRIPTION

The AGENCY will provide up to the amount of the AVAILABLE FUNDS to ONESHORELINE for the ONESHORELINE PROJECT. Planning and design activities under the ONESHORELINE PROJECT may include feasibility assessment, conceptual design, existing conditions analysis, surveys, and community engagement, as further described below. Construction is not funded under this Amendment. CALTRANS will reimburse the AGENCY for the funding AGENCY provides to ONESHORELINE to fund design and planning of the ONESHORELINE PROJECT, consistent with AMENDMENT No. 2 to which this is attached.

PROJECT BACKGROUND

The Multi-Benefit Treatment Systems will treat stormwater draining from Significant Trash Generating Areas of the State Highway System and City of San Bruno. Stormwater will be treated for trash and PCBs and mercury upon future construction of the improvements. The proposed systems are designed to trap sediment removed from the system and disposed of during regular maintenance. PCBs and mercury adhere to sediment and will be removed from the system during regular Operations and Maintenance. These actions are tracked in coordination with the San Mateo Countywide Water Pollution Prevention Program.

The Caltrans NPDES Permit allows an acreage credit of three times the credit recognized for Caltrans funded regional partnership projects that reduce PCB and Mercury loading in old industrial areas. Caltrans will work with the San Francisco Bay Water Board individually to determine appropriate PCB and mercury reduction crediting toward the stormwater NPDES permit requirements based on the land uses within the treatment shed.

The City/County Association of Governments of San Mateo County (C/CAG) led a state grant funded project in collaboration with several partner agencies and organizations in San Bruno to develop a San Bruno Creek OneWatershed Pilot Study ("OneWatershed Pilot Study") which evaluated multiple high priority climate hazards and exposure to water infrastructure and resources in San Bruno and proposed a list of ten collaborative projects and programs intended to address the priority needs as identified by community stakeholders and the project management team. The OneWatershed Pilot Study was selected as a high-priority, multi-benefit concept to advance through a preliminary design concept, and is now complete through that process. Caltrans has participated in aspects of the OneWatershed Pilot Study through a Technical Advisory Committee to the project, focusing on the development of the study's framework and methodology.

PROJECT PROPOSAL

With funding support from Caltrans and working in conjunction with C/CAG, the ONESHORELINE PROJECT will seek to further evaluate proposed priority pilot projects for additional stormwater management and climate resilience benefit to Caltrans assets in the San Bruno Creek Watershed, especially in the vicinity of the 7th and Walnut (I-380/U.S. 101 interchange) area (Project Area), which has longstanding significant and well-documented flood problems and has been identified as a high priority community via the OneWatershed Pilot Study. ONESHORELINE and C/CAG will work with Caltrans and the other agencies in the Project Area to conduct additional feasibility assessment work to advance the proposed project through initial project planning and scoping to move the project towards implementation.

The proposed feasibility study may include relevant geotechnical data, hydrology, utility studies, surveys, additional conceptual design work and further evaluation of relevant water quality, flood control, and other climate resilience benefits. If located on Caltrans Right-of-Way, the feasibility study may also include development of a Caltrans Programming document or Caltrans encroachment permit application for City of San Bruno to enter into Caltrans ROW to construct.

BUDGET & TIMELINE

The AVAILABLE FUNDS will be allocated to OneShoreline to complete the scope of work described above. Work is an anticipated to commence upon execution of this Amendment No. 2 and is expected to be completed by August 30, 2027. The budget below reflects the estimated costs by task. Invoices submitted by OneShoreline to the AGENCY for reimbursement shall reference the applicable task(s) and shall not exceed the total AVAILABLE FUNDS.

Table - Allocation of Available Funds to OneShoreline

Task	**Total Budget**
Task 1. Project Management	$ 22,000
Task 2. Existing Conditions and Public Engagement	$ 32,000
Task 3. Opportunities Development And Analysis	$172,810
TOTAL	**$226,810**

Exhibit C
Allocation of Funds to OneShoreline

BUDGET ESTIMATE

Task	Total Budget
Task 1. Project Management	$ 22,000
Task 2. Existing Conditions and Public Engagement	$ 32,000
Task 3. Opportunities Development And Analysis	$172,810
TOTAL	**$226,810**

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Legislation Details (With Text)

File #:	26-3854 **Version:** 1	**Name:**	
Type:	Consent Item	**Status:**	Passed
File created:	8/24/2026	**In control:**	BOARD OF SUPERVISORS
On agenda:	9/8/2026	**Final action:**	9/8/2026

Title: APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a second amendment to the Cooperative Implementation Agreement with the State of California, Department of Transportation, and APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a reimbursement agreement with the San Mateo County Flood and Sea Level Rise Resiliency District, effective September 8, 2026, to allow $226,810 in remaining state funds to be reallocated to the I-380/US-101 Interchange detention basin and 7th Ave. green infrastructure project, a public purpose, to meet the agencies' obligations under their Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit, Countywide. (95% Caltrans Cooperative Implementation Funds, 5% Stormwater Utility Assessment 17 Funds)

Attachments: 1. Caltrans-CCC CIA Amendment No 2, 2. Sea Level Rise Resiliency District-CCC Reimbursement Agreement

Date	Ver.	Action By	Action	Result	Tally
9/8/2026	1	BOARD OF SUPERVISORS			

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE a second amendment to the Cooperative Implementation Agreement with the State of California, Department of Transportation, and a Reimbursement Agreement with the San Mateo County Flood and Sea Level Rise Resiliency District.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a second amendment to the Cooperative Implementation Agreement with the State of California, Department of Transportation (Caltrans), and APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a reimbursement agreement with the San Mateo County Flood and Sea Level Rise Resiliency District, aka OneShoreline, effective September 8, 2026, to allow $226,810 in remaining state funds to be reallocated to the I-380/US-101 Interchange detention basin and 7th Ave. green infrastructure project, a public purpose, to meet the agencies' obligations under their Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit, Countywide.

FISCAL IMPACT:

This project is funded 95% through the Caltrans Cooperative Implementation Funds and 5% Stormwater Utility Assessment 17 funds. Project 7517-6W7080

BACKGROUND:

Contra Costa County (County) is one of 79 Bay Area permittees under the San Francisco Bay Region

Municipal Regional Stormwater NPDES Permit (MRP). One of the current MRP requirements is to reduce trash discharging from the County municipal separate storm sewer system (MS4) by 100% by 2025. As part of this effort, the County looked for opportunities to install full trash capture systems to prevent trash from flowing from MS4s to creeks and the Bay.

Caltrans is also required to reduce trash from its highways, which travels through communities and has stormwater drainage systems that tie into MS4s. Caltrans has been looking for opportunities to partner with municipalities to implement trash and other pollutant control measures.

The County entered into a Cooperative Implementation Agreement with Caltrans June 24, 2020. Under the Cooperative Implementation Agreement and the amended agreement, five large full trash capture devices were installed in the Tara Hills (unincorporated San Pablo), Bay Point, and the Saranap areas.

The County is maintaining these systems within the County road right of way. Both Caltrans and the County will receive credits for the reduction of trash and possibly from the removal of polychlorinated biphenyls (PCBs) and mercury, bound to sediment, from the MS4.

There are some additional funds leftover but no current project opportunities. The County is working with Caltrans and the San Mateo County Flood and Sea Level Rise Resiliency District, aka One Shoreline, to use these funds for other projects that reduce pollutants, such as trash and PCBs, in the Bay and receive credit for those pollutant reductions under the MRP.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval, the state and Bay Area agencies will have less funding available for projects that reduce pollutants into the San Francisco Bay.

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

THIS FIRST AMENDMENT TO THE AGREEMENT No. 2025-10-27-JA (this "First Amendment") is entered into effective as of October 1, 2026, by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district ("OneShoreline") and JACOBS ENGINEERING GROUP INC. ("Contractor") (together, the "Parties").

Recitals

A. Effective October 27, 2025, the Parties entered into the Agreement No. 2025-10-27-JA (the "Agreement") for planning and design services for the San Bruno Creek Resilience Project, for the period from October 27, 2025, through October 31, 2027, in a total amount not-to-exceed ONE MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($1,465,000.00).

C. The Parties now desire to enter into this First Amendment to add a scope of services, to increase the not-to-exceed amount to fund that scope, and to extend the term of the Agreement to allow additional time for completion of the services described therein.

D. The Parties acknowledge the truth of the Recitals set forth herein above, which are hereby incorporated into this First Amendment.

First Amendment

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Revision of Payments. Section 3 of the Agreement entitled "Payments" is amended and replaced in its entirety to read as follows:**
   In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, as amended, OneShoreline shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. OneShoreline reserves the right to withhold payment if OneShoreline determines that the quantity or quality of the work performed is unacceptable. In no event shall OneShoreline's total fiscal obligation under this Agreement exceed ONE MILLION EIGHT HUNDRED NINETY-ONE THOUSAND DOLLARS AND ZERO CENTS ($1,891,000.00). In the event that OneShoreline makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by OneShoreline at the time of contract termination or expiration. Contractor is not entitled to payment for services not performed as required by this Agreement.

2. **Extension of Agreement Term**. Section 4 of the Agreement entitled "Term" is amended and replaced in its entirety to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 27, 2025, through January 31, 2028.

3. **Amendment to Scope of Services** Addition of Exhibit A.1. The Agreement is hereby amended to add Exhibit A.1, titled "First Amendment Scope of Services", attached hereto and incorporated herein by this reference. Section 1 of the Agreement is amended to add "Exhibit A.1—First Amendment Scope of Services" to the list of exhibits attached to and incorporated into the Agreement. All references in the Agreement to "Exhibit A" shall be read as inclusive of reference to Exhibit A.1. For the avoidance of doubt, Exhibit A to the Agreement (Scope of Services) remains in full force and effect, and Exhibit A.1 (First Amendment Scope of Services) supplements rather than replaces it.

4. **Amendment to Payments and Rates** Replacement of Exhibit B with Revised Exhibit B.1. The Agreement is hereby amended to replace Exhibit B with Revised Exhibit B.1, titled "Payment and Rates", attached hereto and incorporated herein by this reference. All references in the Agreement to "Exhibit B" shall instead be read as reference to Revised Exhibit B.1. For the avoidance of doubt, Revised Exhibit B.1 replaces and supersedes Exhibit B.

5. **Counterparts**. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. **Remaining Terms Unaffected.** All other terms and conditions of the Agreement shall remain in full force and effect, except as expressly amended by this First Amendment.

For Contractor: Jacobs Engineering Group Inc.

Signature	Name	Date

For OneShoreline:

Len Materman Chief Executive Officer	Date

Exhibit A.1: First Amendment Scope of Services

Project Understanding

Flood risk in the San Bruno Creek watershed comes from both tidal and watershed sources. No single project addresses both, and the concepts under evaluation will be implemented as a combination phased over time. Tasks 2 through 8 of the Agreement fund a single FEMA-competitive first project through alternatives analysis, 30% design, and CEQA documentation. The existing Agreement also includes development of a long-term resilience plan that will substantially contribute to San Bruno's future subregional shoreline adaptation plan. That work continues unchanged.

Several other potentially high-performance concepts face implementation hurdles (e.g., land ownership, endangered species complexities, agency approvals, and hydraulic questions requiring modeling) that require additional analysis and partnership development to advance them toward decision-making and funding applications. This amendment advances those concepts concurrently with the FEMA first project at a planning and feasibility level so they remain viable for later funding cycles.

The added scope covers conceptual design of detention basins and a bank raise in SFO's West of Bayshore property, floodwall and deployable barrier evaluations, a floodable park concept, stormwater and flood resilience concepts for 7th Avenue.

Scope of Work

Task 7 – 30% Design

In parallel with the 30% design of a priority project, this task includes analysis and development of additional project concepts for the San Bruno Creek Resilience Project.

This task includes investigation, evaluation, and development of flood resilience strategies in the project area, including but not limited to conceptual design of a nature-based solution in the West of Bayshore (WOB) property.

Jacobs will develop and analyze potential flood mitigation strategies, focusing on both primary and secondary (e.g., social and recreational) benefits, in collaboration with OneShoreline to screen and prioritize solutions in parallel with ongoing Task 7 efforts. The team will model and analyze various alternatives to validate efficacy and support selection of a recommended alternative.

This task includes:

CONCEPT DESIGN COORDINATION

In parallel with Tasks 2-8 Jacobs will coordinate with OneShoreline to confirm project objectives and expectations. Jacobs will provide concept design coordination that includes:

- Coordination meetings with OneShoreline and partner agencies related to Task 7 additional concept design services.
- The additional scope in Task 7 will be incorporated into the Monthly Invoice and Progress Report, describing tasks completed during the calendar month, as well as anticipated work for the ensuing month, expenditures, and remaining budget.

EXISTING CONDITIONS CHARACTERIZATION AND PUBLIC OUTREACH

Building on Task 4 activities, this task includes site specific existing conditions characterization including a higher-resolution focus on the project area(s). Jacobs will identify optimal points of diversion and intervention using as-builts, DEMs, and supplemental information, such as site photos and stakeholder feedback. Jacobs will collaborate with OneShoreline to develop outreach and community interview materials for the purpose of understanding existing conditions, community priorities, and incorporating them into proposed solutions. The Jacobs team will complete the following activities in support of this subtask:

- Site visit(s)
- Data collection and site characterization

CONCEPT DEVELOPMENT AND ANALYSIS

Jacobs will develop and evaluate the following major project concepts in coordination with Task 7, as follows:

Nature-Based Solution: Detention Basin

Includes developing conceptual designs for 2 basins and a bank raise in the WOB property and Preliminary Design (10%) for one basin and bank raise. Jacobs will combine information collected during the preceding task with additional data and analysis to determine potential flood and habitat benefits for a detention basin, creek re-route, and/or targeted bank raises. Concept analysis will include evaluation of:

- Potential flood control, water quality, and habitat benefits
- Technical and permitting feasibility
- Implementation complexity
- Engineer's opinion of probable cost
- Cost effectiveness and relative performance for social and environmental priorities identified by the community and stakeholder agencies

WOB Floodwall Hydraulic Feasibility Analysis

Includes developing conceptual designs of up to two floodwall approaches on the western edge of the WOB property. Concept development and analysis includes:

- Coordination with City of San Bruno/HDR to model expected impact of a floodwall along the western border of the WOB property

- Coordination with City of San Bruno/HDR to model expected impact of a floodwall along the northern section of the western border of the WOB property + levee along the Angus Pump Station access road
- Analysis of potential flood and habitat impacts of the floodwall configuration(s)

Park Designed to Flood Safely

Includes desktop research to compile examples of parks and ballfields designed to flood safely and concept development (2%) of a floodable ballfield with community upgrades at Lions Park.

Walnut PS Low Point Temporary Deployable Flood Barrier

Includes concept development and analysis of near-term approaches to reduce flood risk along the North Channel, with targeted measures at the lowest bank elevations. Concept development and analysis includes:

- Provide recommendation for deployable or semi-permanent flood barrier products to install at the San Bruno Ave culverts/Walnut Pump Station headwall to address the low point in the bank at this location
- Provide recommendation for site improvements needed to accommodate installation of propriety products seasonally or semi permanently (deployable barriers)
- Develop opinion of probable cost

Implementation Support

Support additional ad-hoc meetings with implementation partners and regulatory agencies to advance concept development, navigate institutional hurdles, develop CEQA strategies, and identify pathways to implementation.

DELIVERABLES:

- Up to 4 coordination meetings and 2 site visits
- Summary of additional Task 7 activities for Monthly Progress Reports and invoices
- Research and investigation for Existing Conditions, including site visit(s)
- Support for technical contributions to TAC and CAG presentation materials and meeting notes
- Engagement visuals and technical content to support concept development and/or coordination with Task 2-8 activities
- Concept summaries in presentation friendly format with performance evaluation, unit cost estimates, next steps/implementation pathways

TASK 10 – 7th AVE STORMWATER PROJECT CONCEPT DEVELOPMENT

Jacobs will develop stormwater and flood resilience concepts for 7th Avenue between the I-380/US 101 interchange and Walnut Street, running in parallel with the San Bruno Creek Resilience Project. The work addresses runoff from the Caltrans right-of-way and adjacent paved areas that drains to two Caltrans basins at the interchange, along with nuisance ponding and neighborhood flooding along 7th Avenue. Jacobs will deliver 2–3 evaluated concepts with costs, benefits, and implementation pathways to support selection of a preferred alternative by OneShoreline and Caltrans. This task includes:

CONCEPT DESIGN COORDINATION

- Coordinate with OneShoreline to confirm objectives and expectations.
- Attend coordination meetings with OneShoreline and partner agencies.
- Report Task 10 progress, expenditures, and remaining budget in the Monthly Invoice and Progress Report.

EXISTING CONDITIONS CHARACTERIZATION AND PUBLIC OUTREACH

Building on Task 4, Jacobs will characterize conditions at higher resolution within the 7TH Avenue project area and identify the best points to divert and treat runoff.

- One site visit
- Site characterization using Caltrans as-builts, site photos, and stakeholder input, including mapping of community concerns and priorities from prior outreach
- Outreach and community interview materials, developed with OneShoreline
- Support for two CAG meetings and one concept development charrette

CONCEPT DEVELOPMENT AND ANALYSIS

Jacobs will develop concepts in coordination with Task 6, consistent with San Mateo County's Sustainable Streets Master Plan and the City of San Bruno's Green Infrastructure Plan. Jacobs will build a site-specific SWMM model from the existing San Bruno storm drain model and field data, then use it to size features and estimate hydraulic and water quality benefits.

Strategies to be considered:

- Trash capture and pollutant reduction from roadways, especially Caltrans right-of-way
- PCB and mercury removal
- Positive drainage to eliminate nuisance ponding on 7th Avenue
- Neighborhood-scale flood protection, including flows between South San Francisco and San Bruno
- Design options for future shallow groundwater conditions
- Community amenities such as pedestrian connectivity, safety, and open space

Draft evaluation criteria for each concept:

- Flood control and water quality benefits, including potential NPDES credits for Caltrans and other agencies
- Technical and permitting feasibility
- Implementation complexity
- Engineer's opinion of probable cost
- Cost effectiveness and performance against community and agency priorities

Jacobs will support OneShoreline and Caltrans in selecting a preferred concept, which may combine elements of several strategies.

DELIVERABLES:

- Coordination meetings (digital or in-person as appropriate)
- Summary of Task 10 activities for Monthly Progress Reports and invoices
- Research and investigation for Existing Conditions, including community mapping and site visit
- Support for technical contributions to TAC and CAG presentation materials and meeting notes
- Engagement visuals and technical content to support concept development through a charette and/or coordination with Task 2-8 activities
- Concept summaries in presentation friendly format with performance evaluation, unit cost estimates, next steps/implementation pathways

ASSUMPTIONS:

- Existing data is adequate to develop project concepts, and supplemental survey of geotechnical investigation will not be necessary.
- Caltrans will share relevant as-builts
- Two to three concept summaries will be developed for evaluation
- Project Concept summaries will be delivered in electronic format only
- Public outreach will include one concept development charette, and support for two CAG meetings

Schedule

The Project Schedule (Exhibit C) shall be adjusted to account for the additional time needed to complete the tasks included in this Exhibit A.1, including concept advancement, agency coordination with Caltrans and the City of San Bruno, the 7th Avenue work, and plan finalization.

Revised Exhibit B.1: 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, as amended, OneShoreline shall pay Contractor based on the following fee schedule and terms:

Under no circumstances shall the amount paid by OneShoreline to Contractor exceed $1,891,000.00. Contractor shall provide OneShoreline with a written itemized invoice that allows OneShoreline to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services, and specified work completed.

Remit Invoices to:

San Mateo County Flood and Sea Level Rise Resiliency District
1700 South El Camino Real, Suite 502
San Mateo, CA 94402
Email: LDong@OneShoreline.org, cc: sbundy@OneShoreline.org

Payment will be made within 45 days of invoice receipt.

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

LOTUS RATE TABLE	Hourly Rate
Principal Modeling Engineer	$305
Principal Engineer	$305
Senior Engineer	$220
Project Engineer	$190
Natural Systems Designer	$170
Project Controls	$110

SBI Rate Table	Hourly Rate
Principal Scientist	$295

IOE Rate Table	Hourly Rate
Lead Practitioner	$180

Table 1 shows the estimated level of effort and task subtotals for Exhibit A.1 (First Amendment Scope of Services). Table 2 shows the original contract amount and amended task and not-to-exceed budget.

Table 1. First Amendment Level of Effort and Budget by Task

Task	Hours			Budget		
	Jacobs	Subs	Subtotal	Jacobs	Subs	Subtotal
Task 7: 30% Design						
Nature-Based Solution: Detention Basins	706	100	806	$155,808	$25,320	$181,128
WOB Floodwall Hydraulic Feasibility Analysis	68	46	114	$16,808	$11,930	$28,738
Park Designed to Flood Safely	53	16	69	$11,280	$4,115	$15,395
Walnut Low Point Deployable (Temporary) Barrier	40	8	48	$10,496	$2,100	$12,596
Implementation Support	80	0	80	$15,000	$5,000	$20,000
Labor Subtotal	**947**	**170**	**1117**	**$209,392**	**$48,465**	**$257,857**
Mark-up on subs (2%)						*$869*
Escalation						*$6,274*
Task 7 Amendment Total						**$265,000**
Task 10: 7th Avenue Stormwater Project Concept Development						
Project Management & Coordination	38	60	98	$8,586	$13,000	$21,586
Existing Conditions	28	50	78	$6,360	$10,980	$17,340
Concept Development & Alternatives Analysis	169	370	539	$35,231	$76,400	$111,631
Labor Subtotal	**235**	**480**	**715**	**$50,177**	**$100,380**	**$150,557**
Mark-up on subs (2%)						*$2,142*
Reimbursable Expenses						*$6,700*
Escalation						*$1,601*
Task 10 Amendment Total						**$161,000**
TOTAL AMENDMENT						**$426,000**

Table 2. Amended Budget

Task	Original Budget	First Amendment	Total Amended Budget
Task 2: Project Management	$120,000	--	$120,000
Task 4: Data Collection and Analysis	$200,000	--	$200,000
Task 6: Alternatives Analysis and Draft EIR	$550,000	--	$550,000
Task 7: 30% Design	$500,000	$265,000	$765,000
Task 8: Cost Estimate, BCA Development, and Subapplication	$40,000	--	$40,000
Task 9: As Needed Support	$55,000	--	$55,000
Task 10: 7th Avenue Stormwater Project Concept Development	--	$161,000	$161,000
Total	**$1,465,000**	**$426,000**	**$1,891,000**