

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/86300840407>

or call 669-444-9171 (Meeting ID# 863 0084 0407)

**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**October 26, 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 September 28, 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 a Sewer Authority Mid-Coastside (SAM) Water Treatment Plant Flood Risk Management federal 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. Receive updated information on the impacts of El Niño this winter and preparations to reduce those impacts
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](https://www.1sho.org). To receive these documents electronically, please email board@OneShoreline.org.

SAN MATEO COUNTY
FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (ONESHORELINE)
Board of Directors Meeting Held in Person and Remotely via Zoom
September 28, 2026
DRAFT – MINUTES

1. Roll Call

Chair Ruddock called the meeting to order at 4:04 p.m. in person and 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)
Donna Colson, Representing Northern San Mateo County Cities
Kaia Eakin, Representing Southern San Mateo County Cities
Adam Rak, Representing Central San Mateo County Cities
Marie Chuang, Representing At-Large

Director(s) Absent:

Ray Mueller, Representing the Board of Supervisors, District 3

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
(*joined remotely*)

2. Public Comment

Public Speaker(s): None

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

A. Approve the Minutes of the August 24, 2026 OneShoreline Board meeting

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

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

Noes: None

Absent: Mueller

Vote: 6-0-1

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

Len Materman and OneShoreline's federal lobbyist, Mia O'Connell of O'Connell & Dempsey, spoke on this item. Chair Ruddock and Vice Chair Gauthier also spoke on this item.

Public Speaker(s): None

Motion made by Vice Chair Gauthier and seconded by Director Chuang to continue this item at the next Board meeting on October 26, 2026:

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

Noes: None

Absent: Mueller

Vote: 6-0-1

- B. Adopt Resolution 2026-09-28-A approving the Fifth Amendment to the Employment Agreement with the CEO

Director Colson spoke on this item. Counsel Brian Pettit also spoke on this item.

Public Speaker(s): None

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

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

Noes: None

Absent: Mueller

Vote: 6-0-1

- C. Adopt Resolution 2026-09-28-B establishing a OneShoreline Salary Schedule for Fiscal Year 2026-27

Len Materman spoke on this item. Director Colson also 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, Rak, Ruddock

Noes: None

Absent: Mueller

Vote: 6-0-1

- D. Receive an update on the expected El Niño this winter and discuss preparations by OneShoreline

Len Materman, Clare Keating, Summer Bundy, and Kevin Murray spoke on this item. Director Eakin, Vice Chair Gauthier, Director Chuang, Director Colson, and Director Rak also spoke on this item.

Public Speaker(s): None

- 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

Len Materman and Summer Bundy spoke on this item. Chair Ruddock, Director Rak, and Director Colson also spoke on this item.

Public Speaker(s): None

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

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

Noes: None

Absent: Mueller

Vote: 6-0-1

5. Chair's Report

None.

Public Speaker(s): None

6. CEO's Report

None.

Public Speaker(s): None

7. Board Member Reports and Items for a Future Agenda

None.

Public Speaker(s): None

8. Adjournment

The meeting was adjourned at 5:06 p.m.

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

Date: October 26, 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 a Sewer Authority Mid-Coastside (SAM) Water Treatment Plant Flood Risk Management federal 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

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 a Sewer Authority Mid-Coastside (“SAM”) Water Treatment Plant Flood Risk Management federal project, for which OneShoreline will serve as a Non-Federal Sponsor, and 2) work with OneShoreline staff and legal counsel to submit any related documents required for the Agreement.

Background and Discussion

At the September 28th OneShoreline Board meeting, OneShoreline staff and our federal lobbyist, Mia O’Connell, presented on the need for, and background of, this project, and USACE process going forward, including the need to execute an agreement known as a Feasibility Cost Sharing Agreement (“FCSA”). Then, on October 14, 2026 OneShoreline’s CEO presented this information to the SAM Board of Directors. At that meeting, the SAM Board expressed unanimous support for OneShoreline to execute the FCSA and for SAM’s General Manager to work with OneShoreline staff to develop an agreement between SAM and OneShoreline and to pursue grant opportunities to fund the local share of the USACE study. During the first quarter of 2027, OneShoreline staff intend to return to the SAM Board to provide an update on the progress of this effort. The following paragraphs provide background on the need for the project and the USACE process to initiate a study to address that need.

At the OneShoreline Board meeting on August 24, 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

SAM is a joint powers authority created by its three member agencies: City of Half Moon Bay, Granada Community Services District, and 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-by-the-Sea. The Plant 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, 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 funded 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 \$2.4 million (though the maximum potential amount listed in the attached Feasibility Cost Share Agreement or FCSA is \$2.7 million). While this means that the local share of that cost – approximately \$1.2 million in both matching funds and in-kind (staff and consultant) contributions over the next two fiscal years – would be the responsibility of OneShoreline, our cash and in-kind contribution would be largely borne by SAM and the agencies that comprise it. This would allow for a maximum design and construction cost of \$21.2 million, which is cost shared 65% federal-35% local. This means that maximum non-federal cash and in-kind contributions for design and construction in FY2029-30 and FY2030-31 would total \$7.4 million. All of these numbers were presented to the SAM Board on October 14 before it expressed support for moving forward.

The next step is for OneShoreline and USACE to jointly execute the 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 the 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, and USACE has spent \$100,000 on this effort, that OneShoreline's obligations for the study would begin.

As shown in the table on the preceding page, because the FY2026 appropriation only initiates the project, OneShoreline has requested that Representative Liccardo and Senators Padilla and 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. OneShoreline staff would work with SAM's General Manager to identify eligible in-kind contributions and pursue other funding sources to count toward the local match.

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, staff 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: _____
Virginia R. Brickner
Lieutenant Colonel, U.S. Army
District Commander

BY: _____
Len Materman
Chief Executive Officer

DATE: _____

DATE: _____

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

Date: October 26, 2026
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Receive updated information on the impacts of El Niño this winter and preparations to reduce those impacts

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“OneShoreline”) Board of Directors (“Board”) receive updated information on the impacts of El Niño this winter and preparations to reduce those impacts.

Background and Discussion

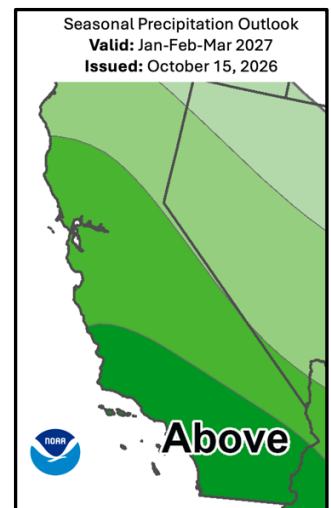
At the September 28, 2026 Board meeting, staff discussed the science behind, impacts of, and OneShoreline response to, the 2026–27 El Niño. Conditions this winter will change from month to month, responding to today’s climate-fueled conditions a key aspect of OneShoreline’s work, and up-to-date information and consistent language is important to Board members for their service on OneShoreline’s Board and in their communities. Thus, at each Board meeting until the major impacts of this El Niño subside, staff will provide an update with varying degrees of detail; here are the key updates since the last Board meeting on September 28.

On October 20, 2026, the San Mateo County Board of Supervisors proclaimed a local emergency for preparedness and planning purposes related to the 2026–27 El Niño season. The County has convened an El Niño Preparedness and Response Task Force, and asked cities and special districts to complete their own readiness work and share the message. OneShoreline is supporting that effort by completing flood prevention actions and coordinating consistent flood preparedness messaging.

The Science

El Niño is not a weather event, or a season of weather events, but a change to our climate in the form of warming of Pacific Ocean waters. The first impacts of this year’s exceptionally strong El Niño – higher Pacific Ocean and S.F. Bay water levels – are upon us as tides currently are 0.7-1.4 feet higher than what astronomical tide charts predicted prior to the onset of El Niño. Scientists expect this trend to continue over the next few months due to continued ocean warming. By itself, this level of elevated coastal water causes coastal flooding. When paired with seasonal high tides, including King Tides, and with storm events, this winter may experience the highest water levels on record in S.F. Bay.

This is in addition to its likely impact on increasing rainfall amounts. On October 15, the National Oceanic and Atmospheric Administration (“NOAA”) updated its Seasonal Precipitation Outlook, shown at right. As compared to the outlook issued before the previous Board meeting, more of California are darker shades of green, meaning a higher confidence of above-average rainfall during this period. Additionally, earlier this month the European Centre for Medium-Range Weather Forecasts aggregated 51 climate scenarios and the result was unusually close agreement regarding increased storm activity in California that is anticipated to peak in January.



Finally, a note about communicating this topic this winter. Residents, elected officials, and agency staff have many sources of information regarding what El Niño is, what impacts may occur, and when. OneShoreline encourages interested parties to use the information in our Board Agenda Reports and our existing and emerging websites that will be discussed at this Board meeting, all of which draw from NOAA’s Climate Prediction Center, the National Weather Service, NOAA tide gauges, and academic research institutions in California. If someone has a question about the data we use, please contact us at info@OneShoreline.org.

Preparedness actions since the September 28 Board meeting

Increase the ability of waterways to convey storm water: Staff, our contractors, and other agencies working under our permits are increasing the capacity of creeks and drainage infrastructure by removing sediment, managing vegetation

by hand in sensitive habitat, removing storm drain obstructions, inspecting and repairing flap gates, servicing a tide gate and pump stations, and advising cities, the County, and transportation agencies on their maintenance activities.

Expand and improve the Flood Early Warning System: In coordination with other agencies, including the County Department of Emergency Management, staff is updating this System dashboards so emergency responders and the general public can understand key creek level, rainfall, and tide information during a potential flooding event more quickly. Staff have also been working with the City of Half Moon Bay and a private landowner along Pilarcitos Creek to install a combined creek flow / rain gauge, and we are working on an application to the State for funding the continued expansion of this system.

Support homeowners and renters: Additional outreach for our Household Flood Protection Supplies program, Mobile Home Parks Flood Resilience Grant program, and for a potential storm drain cleanup program in North Fair Oaks.

Wet Weather Preparedness Hub: OneShoreline launched an online portal of wet weather resources for cities and the County, which was the key coordinating aspect of an October 13 meeting among 48 staff from cities and San Mateo County. A few of the Hub's top resources are:

- Mutual aid agreement updates,
- Wet weather preparedness checklists for public works,
- A best practices and lessons learned document from past flood events in the region, and
- A contact list of key staff, many of whom have assumed their current position since the winter of 2022-23.

On October 26, OneShoreline will launch a new website at [OneShoreline.org/floodprep](https://OnShoreline.org/floodprep) with public information from the Hub such as sandbag locations map and other flood preparedness resources. During this Board meeting, we will run through OneShoreline's new online resources, including new dashboards of the Flood Early Warning System, the Wet Weather Preparedness Hub for agencies, and the new [OneShoreline.org/floodprep](https://OnShoreline.org/floodprep) website.

Impact on OneShoreline Resources

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

Attachments

None