



# County of San Mateo

## Inter-Departmental Correspondence

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**Department:** COUNTY MANAGER

**File #:** 19-700

Board Meeting Date: 7/9/2019

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**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Michael P. Callagy, County Manager  
**Subject:** Agreement with the City of San Mateo for conveyance of easements required for the City of San Mateo's North Shoreview Flood Improvement Project

**RECOMMENDATION:**

Adopt a resolution authorizing:

- A) The Board President to execute an agreement with the City of San Mateo for the conveyance of permanent easements and temporary construction easements over County-owned property comprising Coyote Point Recreation Area in connection with the City of San Mateo's North Shoreview Flood Improvements Project; and
- B) The Board President to execute on behalf of the County the easement deeds and accept a quitclaim deed from the City of San Mateo as provided in the agreement; and
- C) The County Manager, or his designee, to execute escrow instructions, notices, consents, approvals, and any other documents in connection with the agreement and related conveyances.

**BACKGROUND:**

The Federal Emergency Management Agency (FEMA) requires communities to address tidal flooding (from the San Francisco Bay) and residual flooding (from interior sources like creeks) to remove areas designated as flood prone from the Flood Insurance Rate Map (FIRM). The City of San Mateo ("City") is undertaking a project referred to as the "North Shoreview Flood Improvements Project" ("Project") that involves the construction or expansion and replacement of infrastructure and flood improvements to remove portions of the North Shoreview neighborhood in the city of San Mateo and adjacent areas in the city of Burlingame from the Special Flood Hazard Area on the effected FIRM for San Mateo County.

The City's Project consists of: 1) rehabilitation work to improve the City's stormwater pumping capacity deemed insufficient by FEMA at the Coyote Point and Poplar Avenue pump stations and 2)

improvements to the adjacent levee and Bay Trail. Because certain of the construction activities and permanent improvements envisioned by the Project are to be located on County-owned land forming part of Coyote Point Recreation Area, the City requests that the County grant it certain temporary and permanent easements over County-owned property comprising Coyote Point Recreation Area.

### **DISCUSSION:**

The City drafted the proposed Agreement between the City of San Mateo and County of San Mateo for the Conveyance and Acquisition of Permanent Easements and Temporary Construction Easements ("Agreement") setting out the conveyances among the parties in support of the Project. The Real Property Division has assisted the Department of Parks with the preparation of the Perpetual Easements for Levee Improvements and Pump Station Facilities and related Temporary Construction Easements to be transferred to the City for the Project ("Easements"). The Easements are situated in two different locations in Coyote Point Recreation Area: 1) along the promenade to the east of the new Animal Shelter; and 2) at the southeasterly limits of the park past the Marina. The County can convey the Easements to the City on the terms and conditions set forth in the Agreement, provided the conveyance is in the public interest and the interests in land conveyed will not substantially conflict or interfere with the use of the park property by the County. The Easements set forth critical public uses. Any conflicts or issues that arise during construction of the Project, including those related to redirecting vehicular, pedestrian and cycling traffic, will be resolved by coordinated discussion between County and City staff. The existing Coyote Point pump station easement, the area of which is insufficient to support the Project, will be quitclaimed by the City to the County and the County will then convey a new expanded pump station easement.

The City shall complete all necessary environmental mitigation work associated with the Project. The City will also be obligated to inspect, maintain, operate, and repair the levees and pump stations in accordance with the terms set forth in the Easements and with applicable federal, state, and local law, and the County shall not be responsible for such improvements. The Agreement provides that payment of associated escrow fees and costs by the City represents full satisfaction of any and all acquisition related costs otherwise due the County for the Easements. In addition, the City shall assume all maintenance and repair responsibility for the portions of the Bay Trail within the Easements.

To the extent that the Project's construction activities result in any damage or removal of any County improvements at Coyote Point Recreation Area, the Temporary Construction Easements require that the City restore the Property to a similar or better condition to the one existing prior to the City's work. The City is responsible for coordinating with Regional Water Quality Control Board, California Fish & Wildlife, the US Army Corp of Engineers, and the Bay Conservation Development Commission and obtaining all permits and licenses required for the Project.

The Parks Department concurs in this recommendation. County Counsel has approved the resolution, agreement, and easements as to form.

Approval of this agreement and conveyance of the Easements contributes to the Shared Vision 2025 outcome of a Collaborative Community by facilitating the replacement and expansion of critical flood control improvements that benefit residents in the County.

### **FISCAL IMPACT:**

There is no impact on the General Fund. Staff time has been paid for by the Parks Department

reserve fund.