



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

County Supervisors:

At-Large Dave Pine – **Chair**
District 3 Ray Mueller

City Representatives:

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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/84392506631>

or call 669-444-9171 (Meeting ID# 84392506631)

AGENDA

June 26, 2023

4:00 PM

1. Roll Call

2. Public Comment Persons wishing to address the Board on District-related matters not on this 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. Authorize the CEO to execute an agreement with the San Mateo County Attorney’s Office for continued legal services

4. Regular Business

- A. Discussion and potential adoption of the District’s *Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County*, available at OneShoreline.org/planning-guidance
- B. Approve the Fiscal Year 2023-24 Operating Budget, Flood Zones Budget, and Capital Projects Budget
- C. Approve the 2nd Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority
- D. Adopt Resolution 2023-06-26-A adopting FY 2023-24 Water Pollution Control Service Charges Reports for Flood Zone One - Countywide, and Resolution 2023-06-26-B adopting FY 2023-24 Water Pollution Control Service Charges Reports for Flood Zone Two - City of Pacifica
- E. Authorize the CEO to execute an agreement with Montrose Environmental Solutions to develop environmental compliance documents and secure regulatory permits to maintain the portions of Bayside creeks that caused flooding this past winter

5. Chair’s Report *

6. CEO’s Report *

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

8. Closed Session (pursuant to Government Code Section 54957(b)): Employee Evaluation and Contract, Title: CEO *

9. Adjournment

* There is no written staff report for this item

Meeting information, and public access and communications

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

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

Date: June 26, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Agreement with the San Mateo County Attorney's Office for Continued Legal Services

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (District) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to:

- Execute an Agreement with the San Mateo County Attorney's Office (County Attorney) for provision of legal services through June 30, 2025, with an option to extend the term through June 30, 2026, for a maximum fiscal obligation of \$200,000 and increase that obligation by no more than \$50,000; and
- Execute a Notice and Waiver of Conflict.

Background and Discussion:

The proposed Agreement is similar to previous agreements for legal services and advice provided by the County Attorney. The term of the District's current agreement with the County Attorney ends June 30, 2023, and a new agreement is necessary for the County Attorney's continued representation of the District.

Under the Agreement, the County Attorney will perform legal services and representation, including advice and the handling of litigation, as may be requested by the District. The Agreement has an initial two-year term through June 30, 2025, during which time the hourly billing rate for an attorney or paralegal will be as indicated in section 4 of the attached Agreement. The District will be responsible for extraordinary costs, such as the costs of filings, depositions, transcripts, etc. but will not be required to pay for regular overhead charges. By mutual agreement, the initial term may be extended by up to one year, through June 30, 2026. The District's total maximum fiscal obligation under the Agreement is \$200,000.

The Agreement includes a Notice and Waiver of Conflict, which advises the District of potential conflicts of interest and provides that, should a conflict arise between the District and County, the County Attorney will withdraw from its representation of the District and may continue to represent the County. In such case, and in other matters at the sole discretion of the District, the District may engage outside legal counsel.

Staff recommends that the District enter into the Agreement and agree to the Notice and Waiver of Conflict, and requests authorization for the CEO to execute both documents. The County Attorney specializes in representing local governmental entities and is uniquely situated to represent the District, which the County Attorney has done since the District's formation. Moreover, the County Attorney's rates are reasonable when compared to private law firms in the San Francisco Bay Area.

Staff further recommends that the Board authorize the CEO to execute future amendments to modify the term of, or services provided, under the Agreement, and to modify the District's maximum fiscal obligation under the Agreement by no more than \$50,000.

Impact on District Resources:

Funding for the Agreement has been included within the District's Fiscal Year 2023-24 Operating Budget.

Attachment: Agreement and Notice and Waiver of Conflict



COUNTY OF SAN MATEO

OFFICE OF THE COUNTY ATTORNEY

HALL OF JUSTICE AND RECORDS, 400 COUNTY CENTER, 6TH FLOOR • REDWOOD CITY, CA 94063-1662
TELEPHONE: (650) 363-4250 • FACSIMILE: (650) 363-4034
www.smcgov.org/countyatorney

COUNTY ATTORNEY

JOHN D. NIBBELIN

May 10, 2023

Via email to len@oneshoreline.org

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

Re: Engagement Agreement

Dear Len:

Thank you for selecting the Office of the San Mateo County Attorney (“County Attorney”) to represent the San Mateo County Flood and Sea Level Rise Resiliency District (“Client”). This letter agreement sets forth our mutual understanding concerning the scope and terms of this engagement (“Agreement”).

1. The County Attorney shall perform legal services and legal representation, including the handling of litigation, as may be requested by Client. Litigation services shall not include litigation for which Client has insurance coverage. The County Attorney shall also periodically update Client on legal issues and shall be available to provide training as is mutually agreed upon.
2. The parties understand that the County Attorney has been retained to represent the interests of the Client as a whole, and the County Attorney shall render such legal advice to Client as may be requested by Client and/or Client’s designated representative(s). Attendance of the County Attorney at meetings of the Board of Directors shall be upon request of Client. Client is retaining the office of the County Attorney, not any particular attorney, and the attorney services to be provided to the Client will not necessarily be performed by a particular attorney.
3. This Agreement is for a term commencing July 1, 2023 and extending through June 30, 2025. Upon mutual written agreement between the Client and the County Attorney, the term can optionally be extended through June 30, 2026. This Agreement may be terminated at any time by Client by providing a written notice of its intent to terminate, and that provides the date on which it wishes to cease receiving

legal services. The County Attorney may withdraw from representing Client at any time as permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law by providing a written notice of its intent to terminate, and that it provides the date on which it wishes to cease providing legal services.

4. The Client shall pay the County Attorney for services rendered between July 1, 2023 – June 30, 2024 at an attorney hourly rate of \$247 and a paralegal hourly rate of \$136. The Client shall pay the County Attorney for services rendered between July 1, 2024 – June 30, 2025 at an attorney hourly rate of \$252 and a paralegal hourly rate of \$138. These rates are subject to change once a year, usually on July 1. Additionally, the Client shall pay the actual costs of any out-of-pocket expenses incurred by the County Attorney in connection with the provision of its legal services, e.g., filing fees, extraordinary mailing costs, deposition costs, transcript costs, outside counsel fees, etc. The total amount to be paid by the Client pursuant to this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).
5. Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in tenth-hour (0.1) increments, rounded off for each particular activity to the nearest tenth-hour. The minimum charged for any particular activity will be one tenth-hour (0.1). Payment shall be made by the Client within thirty (30) days of the invoice date.
6. The Client understands that the County of San Mateo (“County”) is the County Attorney’s primary client. Should there be a conflict between the Client and the County in a matter, the Client hereby consents to the County Attorney’s withdrawal of representation of the Client in order for the County Attorney to represent the County in any such matters, unless such waiver is inconsistent with state law. Upon execution of this Agreement, the Client agrees to execute the Notice and Waiver of Conflict attached hereto as **Exhibit A**, incorporated herein by this reference, so that the County Attorney may continue to represent the County and the Client in the absence of actual conflict, as described more fully in Exhibit A.
7. Upon the termination of this Agreement for any reason: (a) subject to any applicable protective order, non-disclosure agreement, statute or regulation, the County Attorney promptly shall, at the Client’s request, release to the Client all the Client’s materials and property, which includes correspondence, pleadings, deposition transcripts, experts’ reports and other writings, exhibits, and physical evidence, whether in tangible, electronic or other form, and other items reasonably necessary to the

Client’s representation, whether the Client has paid for them or not; and (b) the County Attorney promptly shall refund any part of a fee or expense paid in advance by the Client that the County Attorney has not earned or incurred—provided, however, this provision is not applicable to a true retainer fee paid solely for the purpose of ensuring the availability of the County Attorney for the matter.

Please review this document in its entirety. If you have any questions about its terms, please feel free to ask me or another attorney. If it meets with your approval, please sign below and return the original to me.

Very truly yours,

JOHN D. NIBBELIN, COUNTY ATTORNEY

By: 

John D. Nibbelin, County Attorney

Agreed and Accepted:

Dated: May 10, 2023

By: _____
Len Materman, Chief Executive Officer
On behalf of the San Mateo County Flood
and Sea Level Rise Resiliency District

EXHIBIT A

Notice and Waiver of Conflict

This Notice and Waiver of Conflict is provided to the San Mateo County Flood and Sea Level Rise Resiliency District (“Client”) by the Office of the San Mateo County Attorney (the “County Attorney”) in connection with the matters that are subject to the engagement agreement for legal services between the County Attorney and Client (“Matters”).

In accordance with Rule 1.7 of the California Rules of Professional Conduct, this Notice and Waiver of Conflict informs Client of the implications of the County Attorney’s concurrent representation of both Client and the County of San Mateo (“County”) and to seek the Client’s consent to such joint representation. In the County Attorney’s opinion, Client and the County are not presently directly adverse to each other, and (1) the County Attorney reasonably believes it will be able to provide competent and diligent representation to each Client and the County; (2) the joint representation of Client and the County is not prohibited by law; and (3) the representation does not involve the assertion of a claim by Client or the County against the other in the same litigation or other proceeding before a tribunal. In addition, we believe the County Attorney can concurrently represent both Client and the County without significant risk that the representation of either will be materially limited by our responsibilities to, or relationships with, the other, a former client or third person, or by our own interests.

In connection with requesting Client’s informed written consent, however, we are obligated to inform you of “the relevant circumstances” and of “the material risks, including any actual and reasonably foreseeable adverse consequences” of the County Attorney’s representation of both Client and the County, which could, for example, include:

- Client’s and the County’s interests may diverge in connection with the Matters due, for example, to differing positions on legal issues or different concerns, expectations, and/or interests;
- A dispute could also arise over the application or interpretation of terms of an existing agreement or in negotiation of a future agreement between the Client and the County;
- As a result of new information, facts, law, rules, or any other circumstances, (1) the County Attorney no longer reasonably believes it would be able to provide competent and diligent representation to each Client and the County; (2) the joint representation of Client and the County becomes prohibited by law; and/or (3) the County Attorney no longer believes it can concurrently represent both Client and the County without significant risk that the representation of either will be materially limited by our responsibilities to, or relationships with, the other, a former client or third person, or by our own interests; and/or
- Either Client or the County could request that material information regarding the representation or Matters be kept confidential from the other.

To the last point above, because the County Attorney would be jointly representing Client and the County, we must inform both the County and Client of significant developments relating to the Matters and may not withhold information provided by one of you from the other. Moreover,

under California Evidence Code Section 962 and California case law, in cases of joint representation there is no attorney-client privilege between or among joint clients so that one of you may not claim your communications with the County Attorney are privileged or confidential as to the other with respect to the Matters.

At this time, we believe our office is able to jointly represent Client and the County and to fulfill our ethical obligations to each. However, if at any point during the joint representation we identify any material change in circumstances relevant to our ability to ethically represent both Client and the County, we will disclose those circumstances and, where applicable, obtain new informed written consent or advise you on the need for separate counsel as to any such issues. Client should consider any concern it has about the effect of such a limitation on the County Attorney's representation. Please note that, in accordance with Rule 1.16 of the California Rules of Professional Conduct, should it become necessary for the County Attorney to withdraw from representation of Client, we will not do so until we have taken reasonable steps to avoid reasonably foreseeable prejudice to the rights of the Client, such as giving Client sufficient notice to permit Client to retain other counsel and releasing to Client, at Client's request, all Client materials and property pursuant to Rule of 1.16(e). Client understands that the County of San Mateo is the County Attorney's primary Client. Should there be a conflict between Client and the County in a matter, Client hereby consents to the County Attorney's withdrawal of representation of Client in order for the County Attorney to continue to represent the County in any such matters, unless such waiver is inconsistent with state law.

Client should also consider the issue of whether our representation of the County could affect our zealous representation of Client or cause Client to question our loyalty or performance. When an attorney represents multiple parties, there is the theoretical possibility that the attorney may not vigorously represent each client, or may have their independence or judgment compromised in some way. An effective attorney-client relationship requires the client to have confidence in its counsel's loyalty and objectivity. As noted above, however, we do not see any significant potential for such adverse consequences at this time.

Finally, Client should also consider whether Client wishes to obtain the advice of an independent attorney concerning our ability to represent your interests adequately in view of our concurrent representation of the County.

By executing this Notice and Waiver of Conflict where indicated below, you confirm on behalf of Client that you have been fully informed as to the nature of the County Attorney's concurrent joint representation of Client and the County; that you have been provided a reasonable opportunity to seek the advice of independent counsel of your choice regarding the joint representation and waiver of any conflicts of interest; and that you understand that a conflict may arise in the future which may require an additional disclosure and waiver by Client, or, alternatively, the County Attorney's withdrawal from representation of Client.

Additionally, you confirm that you will take the opportunity to retain independent counsel in the event you have any reservations regarding the joint representation, the issues arising from that representation, and/or the waiver of any conflict(s) of interest. Assuming the foregoing accurately reflects your agreement, please sign and date where indicated below, and return the executed Waiver of Conflict to the County Attorney to the attention of Chief Deputy Dan Valim.

Waiver of Conflict

I, Len Materman, Chief Executive Officer, on behalf of Client, hereby acknowledge that I have carefully read the foregoing Notice and Waiver of Conflict, informing me that Client's interests may potentially be in conflict with those of the County in connection with the County Attorney's concurrent joint representation of Client's and County's interests in connection with the Matters.

I expressly acknowledge that the concurrent joint representation by the County Attorney of Client's and the County's interests constitutes the representation of potentially conflicting interests, to the extent that Client's and the County's interests are potentially adverse.

I nevertheless knowingly and voluntarily consent on behalf of the Client to such concurrent joint representation by the County Attorney. I further expressly acknowledge that Client has been advised that Client has the right to seek independent legal counsel in connection with the advisability of the joint concurrent representation and any associated conflicts, and that Client has had a reasonable opportunity to do so.

CLIENT:

By: Len Materman, CEO

Date

San Mateo County Flood and Sea Level Rise Resiliency District

ATTEST:



May 10, 2023

By: John D. Nibbelin, County Attorney

Date

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

Date: June 26, 2023

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

From: Len Materman, CEO

Subject: Discussion and potential adoption of the District’s *Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County*, available at [OneShoreline.org/planning-guidance](https://www.oneshoreline.org/planning-guidance)

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) discuss edits to address comments received regarding the District’s Public Draft of the *Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County* and consider adopting the *Planning Policy Guidance*.

Background and Discussion:

At every Board meeting since June 2022, either through a Regular Business item or the CEO’s Report, the Board discussed District efforts to develop guidance for key planning documents and development reviews to account for climate change-driven increases in flooding, sea level rise, and shallow groundwater rise in the twelve cities within San Mateo County and the County itself that are directly impacted by the Bay.

Beginning late last year, and with the assistance of consultants with expertise in land use planning and engineering, as well as the District’s Stanford PhD fellow Elisa Boles, we have developed a standardized, yet evolving, voluntary resource, now titled *Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County*. This document provides template text for a general plan, specific plan, and zoning ordinance and recommendations for reviewing private development proposals with an eye towards resilience.

Early this year, the District created an Administrative Draft of the Document that received over 300 comments received from the County, 10 cities along the County’s Bay shoreline, the San Francisco Bay Conservation and Development Commission (BCDC), City/County Association of Governments of San Mateo County (C/CAG), San Francisco Estuary Institute, and consulting firms with expertise in land use planning and engineering.

At the April 24 Board Meeting, District staff introduced this document’s Public Draft, which was released broadly for a 30-day public comment period from April 19 to May 19. Then, at the May 22 Board meeting, District staff received additional Board and public input, and provided a summary of the over 200 comments and questions received from 21 entities, including public agencies, private developers, engineering consultants, environmental organizations, environmental justice organizations, and private citizens.

Since the May 22 meeting and in response to the comments received on the Public Draft, District staff – with consultant support from Good City Company – made several important changes to the document, which are reflected in the Final Draft version available at [OneShoreline.org/planning-guidance](https://www.oneshoreline.org/planning-guidance) and attached to this Agenda Report. These changes include:

- Changing the document title from *Planning Guidance Policy* to *Planning Policy Guidance* to emphasize that the document is for local planning policies and to clarify that it is voluntary (but highly encouraged);
- Clearly defining “Natural Infrastructure” and its important role as part of shoreline protection;
- Clarifying that the “Bay Protection Standard” layer in the District’s Map of Future Conditions does not delineate the shoreline defined by the San Francisco Bay Conservation and Development (BCDC);
- Clarifying that the Buffer Zones for the shoreline and creeks are minimum standards and jurisdictions are encouraged to include wider buffer zones where feasible;

- Clarifying that encroachments unrelated to infrastructure for flood protection, habitat restoration, and/or public access are prohibited in the buffer zones, with clearly defined exceptions; and
- Updating Chapter IV (Project Review Checklist) and Chapter V (Standard Conditions of Approval) to better align with the provisions set forth in the Sea Level Rise and Shallow Groundwater Rise Overlay Districts in Chapter III and how the District currently drafts comment letters on development projects.

In addition to these items, there were several key issues highlighted by comments where District staff added some clarifications but for this iteration of the document, did not make major changes from the Public Draft. As the document is further improved, changes on these items may be necessary:

- Acknowledging the variability of local circumstances in the District’s Bay Protection Standard;
- Alternatives to further development in historic Baylands areas, including “managed retreat” beyond the recommended buffer zone; and
- Developing a separate zoning overlay district for stormwater detention in upper watershed areas

Overall, many of those providing comments praised the *Guidance* as a pioneering effort to incorporate climate change impacts into land use planning and provide a consistent and clear approach to jurisdictions and developers.

At the June 26 Board meeting, District staff will present an overview of the edits made to develop the Final Draft, after which we will be available to answer any questions as the Board considers the Final Draft for approval.

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

Attachments: *Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County* and available online at: OneShoreline.org/Planning-Guidance.



OneShoreline
Building Solutions for a Changing Climate



Planning Policy Guidance

To Protect and Enhance Bay Shoreline Areas of San Mateo County

June 2023 Final Draft

ACKNOWLEDGEMENTS

Prepared by:

OneShoreline

Len Materman, Chief Executive Officer
Makena Wong, Project Manager
Elisa Boles, OneShoreline Stanford PhD Fellow



Good City Company

Kelly Beggs, Principal Planner/Planning Manager
Eliza Bailey, Assistant Planner



Input incorporated from:

The cities of Belmont, Brisbane, Burlingame, Menlo Park, Millbrae, Redwood City, San Bruno, San Carlos, San Mateo, and South San Francisco

County of San Mateo

Bay Conservation and Development Commission

City/County Association of Governments of San Mateo County

San Francisco Estuary Institute

PlaceWorks

Schaaf & Wheeler Consulting Civil Engineers

Cover Photo Credit

Primary Photo: Redwood Shores (Google Earth 2022)

Row of Secondary Photos (Left to Right): 7th Avenue in San Bruno (10/24/2021, Resident), Redwood City Shoreline Development (Len Materman), Burlingame Shoreline Development Proposal (Peninsula Crossing Development)

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PREFACE

During the winter of 2022-23, California went from the three driest years on record to the three wettest weeks on record. In San Mateo County, this dramatic change from drought to deluge was a repeat of 2021, when two atmospheric river storms brought almost 3/4 of all precipitation that year and led to major flooding and two deaths. Flooding from storms is likely to become more intense and commonplace, particularly in the low-lying areas affected by tides from San Francisco Bay. This is largely due to continued sea level rise, which by itself is expected to threaten this county more than any other in California. This document was created to help communities in these areas become resilient to the direct and indirect impacts of sea level rise.

Meanwhile, the development and redevelopment of our cities and unincorporated areas goes on, guided by the key local planning documents – general plans, specific plans, and zoning ordinances – that reflect our values and priorities regarding issues like housing affordability and supply, economic vitality, transportation routes, safety, equity, and open space. While weather extremes in recent years have impacted these key aspects of our communities, until recently climate change has not materially impacted the planning documents that guide them and local decision-making regarding where and how development should occur.

This began to change in San Mateo County with a state law requiring that climate risks and resilience strategies be included in the Safety Element of cities' General Plans and in 2021 the City of Burlingame went a step further. As part of the process to update its citywide zoning ordinance, Burlingame reached out to the San Mateo County Flood and Sea Level Rise Resiliency District for assistance in developing a chapter focused on sea level rise resilience for new developments. The District, also known as OneShoreline, was established by State legislation in January 2020 as the first countywide government agency in California to build regional resilience to the water-related impacts of climate change.

The objective of that chapter of Burlingame's Zoning Ordinance (adopted in December 2021) is to ensure that upcoming developments within areas impacted by the Bay, particularly those along a creek or shoreline, can both function for their intended lifespan as our environment changes and enable or contribute to the resilience of surrounding areas. Building on its work with Burlingame, in 2022, OneShoreline engaged with the cities of South San Francisco, San Carlos, and San Mateo to include in their core planning documents considerations of future conditions brought on by climate change.

Following the experience of recent winters and extreme tides, and with a greater understanding of what is to come, OneShoreline aims for all jurisdictions to plan for and build this long-term resilience. At OneShoreline, two core concepts drive our work to make this happen:

- we can no longer plan our future by looking in the rear-view mirror, and
- we are all in this together.

This Planning Policy Guidance is intended to be a resource for the twelve cities within San Mateo County and the County itself that are directly impacted by the Bay. While each city has different priorities and processes to shape its future, the transformative impacts of climate change, including extreme storms and rising sea level and groundwater, do not respect their jurisdictional boundaries. Thus, through this voluntary planning guidance, as well as ongoing engagement with each city and project proponents, OneShoreline seeks to align the long-term protection and enhancement of our communities and serve as a model for the many areas facing similar challenges.

Dave Pine
Chair, OneShoreline Board of Directors
President, San Mateo County Board of Supervisors

Len Materman
Chief Executive Officer
OneShoreline

June 2023

HOW TO USE THIS DOCUMENT¹

OneShoreline’s Planning Policy Guidance is intended to be a standardized yet evolving resource for cities and the County to account for climate-driven flooding, stormwater, shallow groundwater rise, and sea level rise in planning documents (general plan, specific plan, zoning ordinance) and approvals of projects in areas near the Bay subject to foreseeable climate impacts.

| | |
|--|--|
| This document IS: | This document IS <u>NOT</u>: |
| Voluntary guidance | Mandatory regulations |
| <i>Including the provisions in this document within a jurisdiction’s key planning documents and processes is voluntary but highly encouraged in order to maximize each jurisdiction’s resilience to climate change and to align that resilience with their neighbors.</i> | |
| An actionable template | A reference document only |
| <i>While accounting for future conditions does require a perspective shift, OneShoreline seeks to make this shift as implementable as possible by designing this document to enable cities and the County to insert template text into pre-existing processes and documents. In addition, the document highlights situations where site-specific exceptions may be granted.</i> | |
| Focused on new/substantial private development | Focused on existing development or public facilities and infrastructure |
| <i>This document contains recommendations for new or substantial private development rather than guidance for existing development, as OneShoreline’s current focus is to ensure private development is sited and designed with future conditions in mind. Also, while this document includes template policies that pertain to public facilities and infrastructure (particularly in Chapter II), the document does not provide detailed guidance on how to implement those policies. In 2024, OneShoreline anticipates issuing a complementary guidance document on the critical task of integrating climate risks into capital planning. In the interim, jurisdictions are invited to discuss major capital projects with OneShoreline.</i> | |
| Focused on the County Bayside | Focused on the County Coastside |
| <i>Like jurisdictions along San Mateo County’s San Francisco Bay shoreline, the changing climate significantly affects land use decisions along our treasured Pacific coastline. However, the specific hazards and jurisdictional landscape along the County’s Pacific coast are substantially different from the Bayside and thus guidance on how to plan and develop for long-term future conditions is also substantially different. At this time, OneShoreline recommends that jurisdictions on the coast review the California Coastal Commission’s resources for sea level rise planning assistance for Local Coastal Programs.²</i> | |
| Evolving | Static |
| <i>OneShoreline intends to periodically update this document as new climate science – including projections regarding storms, sea level rise, and shallow groundwater rise – become available, and as lessons are learned from the implementation of this Guidance by local jurisdictions.</i> | |

HOW TO USE THIS DOCUMENT

The intended audience of this document is the County of San Mateo and the twelve cities within its boundaries that are directly impacted by sea level rise from the Bay, including:

- Belmont
- Brisbane
- Burlingame
- East Palo Alto
- Foster City
- Menlo Park
- Millbrae
- Redwood City
- San Bruno
- San Carlos
- San Mateo
- South San Francisco

ONESHORELINE'S BAY PROTECTION STANDARD

WHY A SINGLE PROTECTION STANDARD?

A community's decision around establishing a standard to protect against a hazard is the result of several factors: the nature of the threat, associated costs, and tolerance for risk. Perhaps no standard for protection is more complex to determine than for the interrelated hazards driven by climate change. Add subjective considerations to this technical uncertainty – like risk tolerance and the sliding scale of the financial, land use, and ecological costs accompanying various mitigation approaches – and it is no wonder that most communities have not begun to build climate resilience.

Meanwhile, it is evident that climate change poses a clear and present danger; that many areas of the shoreline are proposed for development; and that designing, permitting, and building resilience takes a long time. Therefore, a standard must be chosen based upon the best available climate science.

Because the timeline for specific levels of sea rise is unclear, rather than focus on a specific time horizon, OneShoreline's approach to meeting the urgency of today and the uncertainty of tomorrow is to focus on a specific elevation standard and enable further adaptation. With all of this in mind, OneShoreline has

developed an objective, the Bay Protection Standard, to be both meaningful and achievable.

ADDING LOCAL NUANCE TO THE BAY PROTECTION STANDARD

There is great interest in adding local context to OneShoreline's Bay Protection Standard in order to capture different shoreline conditions, hazards, and community interests along the San Mateo County Bay Shoreline. As climate science – and our understanding of its application for local conditions – rapidly advances, there will likely be updates to the Bay Protection Standard that allow for this nuance. As OneShoreline explores improvements to the Bay Protection Standard in concert with local jurisdictions, stakeholders, and technical experts, it is moving forward with this Standard, given the urgent need for Bay shoreline communities to plan for and build resilience today.

DIFFERENT ADAPTATION STRATEGIES AND THE BAY PROTECTION STANDARD

While OneShoreline's Bay Protection Standard is a protection strategy that is focused on coastal hazards connected to the Bay, adaptation to climate-driven flooding, shallow groundwater rise, and sea level rise must utilize a suite of strategic approaches that – in tandem and/or in sequence – guide a community's response to changing conditions. These approaches include creating physical barriers to reduce risk (*protect*), limiting exposure to the hazard (*avoid*), minimizing the consequences of the hazard when exposed (*accommodate*), and re-locating development out of areas exposed to the hazard (*managed retreat*).³ This guidance document includes all of these strategies, which can work together to address different interrelated hazards, such as when increased [lowest floor elevations](#) (*accommodation*) and [creek buffer zones](#) (*avoidance/managed retreat*) protect against creek and rising groundwater flooding, while [shoreline infrastructure](#) (*protection*) addresses waves and flooding from the Bay.

There is much discussion of managed retreat given increasing concerns over developing in San Mateo County's historic Baylands. While future iterations of this document may include more

ONE SHORELINE'S BAY PROTECTION STANDARD

substantial guidance in this regard, at this time, managed retreat is included in terms of the strongly recommended Buffer Zones along the Bay shoreline or creek banks (see Section XX.XX.050D in Chapter III's Sea Level Rise Overlay District) and a proposed General Plan Action on economic incentives to encourage development in locations with reduced hazards (see Goal CR-5, Action D in Chapter II). OneShoreline remains focused on ensuring that developments that are considered for approval by local jurisdictions and regulatory agencies account for Future Conditions and allow for a transition of land uses if mandated by climate change and local communities. Useful references for managed retreat case studies and market-based tools include [BCDC's Adaptation Roadmap](#)⁴ and [Georgetown Climate Center's Managed Retreat Toolkit](#).⁵

WHAT IS ONE SHORELINE'S BAY PROTECTION STANDARD?

OneShoreline's Bay Protection Standard is the Base Flood Elevation (BFE) of San Francisco Bay plus 6 feet. The BFE is defined by the Federal Emergency Management Agency (FEMA) as the water-surface elevations of the 1% annual-chance (or commonly called "100-year") flood.⁶ In coastal areas impacted by waves, the BFE incorporates tides, storm surge, and wave runup on the existing coastal structure.⁷ To determine the OneShoreline Protection Standard at the shoreline location of interest, the FEMA BFE can be found on FEMA Flood Insurance Rate Map (FIRM) for the area. Zone VE elevations should be used where available; otherwise, Zone AE elevations should be used. Based on the current FEMA FIRMs published for San Mateo County in 2019, the BFE Bay water level along the shoreline ranges from 10 feet to 16 feet NAVD88. Therefore, the Bay Protection Standard ranges from 16 feet to 22 feet NAVD88.

WHAT IS NAVD88?

The North American Vertical Datum of 1988 (NAVD88) is the official vertical datum of the United States.

Therefore, numbers referenced based on NAVD88 are relative to a national standard and not to the ground level near the shoreline (for context, the average daily high tide along the San Mateo County Bay shoreline is approximately 7 feet NAVD88).

WHAT IS SHORELINE INFRASTRUCTURE?

The Bay Protection Standard represents the minimum, post-settlement elevation required at the top of any shoreline infrastructure along the San Francisco Bay Shoreline. For pump stations and other flood protection infrastructure along the shoreline, jurisdictions are invited to consult with OneShoreline until it issues a complementary guidance document on capital planning, anticipated in 2024.

For the purposes of this document, shoreline infrastructure is defined as engineered structures that are designed to prevent overtopping from coastal hazards – sea level rise, storm surge, wave runup – and meet requirements to be accredited by FEMA so that areas on the landward side of the infrastructure are not mandated to purchase flood insurance. FEMA Technical Report 89-15⁸ currently identifies four primary functional types of coastal flood protection: gravity seawalls, pile-supported seawalls, anchored bulkheads, and dikes/levees.

In addition to the structures required for FEMA accreditation described above, this Guidance prioritizes the incorporation of Natural Infrastructure⁹ in shoreline protection to the greatest extent feasible. The appropriate use of Natural Infrastructure is location dependent – useful resources to evaluate this include the Operational Landscape Unit framework set forth by the [San Francisco Bay Shoreline Adaptation Atlas](#)¹⁰ and the technical guidance on natural shoreline infrastructure (Chapter 3) in [California's Nature Shoreline Infrastructure Guidance](#).¹¹

Because natural features alone – without including any human-engineered structures – are not currently eligible for FEMA accreditation, this Guidance recommends hybrid approaches for shoreline infrastructure that incorporate both engineered and natural features to promote ecosystem functions and provide federally-recognized flood protection. An example of a hybrid approach for protection infrastructure is an ecotone levee – a vegetated, gentle slope connected to tidal marsh that protects and is backed by a FEMA-accredited levee.

NATURAL INFRASTRUCTURE

Throughout this Guidance, the term “Natural Infrastructure” refers to the use or restoration of natural ecological systems or processes to reduce vulnerability to climate change related hazards while increasing the long-term adaptive capacity of coastal and inland areas. This includes, but is not limited to, the conservation, preservation, or sustainable management of any form of aquatic or terrestrial vegetated open space, such as beaches, dunes, tidal marshes, reefs, seagrass, parks, rain gardens, and urban tree canopies. It also includes engineered systems and practices that use or mimic natural processes – such as permeable pavement, bioswales, and ecotone levees – to conserve ecosystem values and functions, which benefit people and wildlife.

ALIGNMENT WITH STATE SEA LEVEL RISE GUIDANCE

The latest (2018) planning guidance from the State of California outlines sea level rise scenarios ranging from 1 to 10 feet by 2100, based on low and high emissions scenarios. The guidance also provides recommendations for what sea level rise projections to use in low, medium-high, or extreme risk aversion decisions. In February 2022, the California Ocean Protection Council released a State Agency Sea Level Rise Action Plan, which recommended minimum sea level rise adaptation planning for 3.5 feet by 2050 and 6.0 feet by 2100. As discussed previously, given the wide range of potential outcomes due to uncertainty in future greenhouse gas emissions and their geophysical effects, and variable risk aversion among shoreline communities, OneShoreline has defined its Bay Protection Standard based on a specific elevation (FEMA BFE + 6 feet) rather than based on a time horizon or associated sea level rise scenario. The Bay Protection Standard provides long-term resilience in two ways:

1. **Protecting against overtopping from a Bay Total Water Level:** The term “Total Water Level” collapses the complex array of coastal processes that affect Bay water level into a single representative elevation. Combinations of temporary conditions (storm surge, wave runup, tides, seasonal events such as El Niño) and permanent sea level rise scenarios can result in the same Total Water Level (see Figure 1).¹²

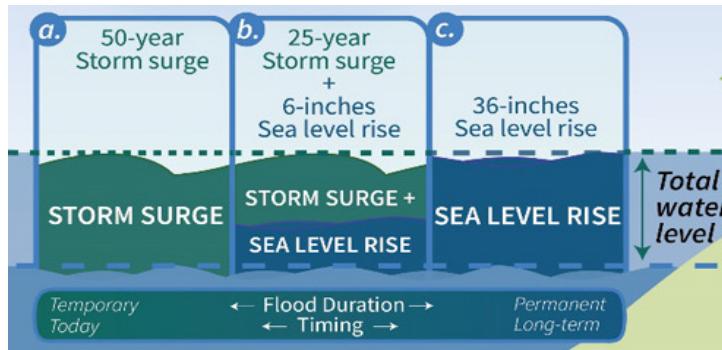


Figure 1. Sample of Multiple Combinations of Conditions that Result in the Same Total Water Level

(Source: [BCDC's Adapting to Rising Tides Program](#); Note that this figure and BCDC's use of the term "Total Water Level" does not include wave runup, while "Total Water Level" as referenced in this Guidance includes wave runup.)^{viii}

- Accounting for FEMA freeboard requirements:** Freeboard is defined as an additional height above a design elevation to provide a buffer/factor of safety to compensate for unknown factors that could contribute to flood height.¹³ Generally, FEMA requires freeboard for coastal levees to be at least 2 feet above the 100-year stillwater elevation or 1 foot above the 100-year total water level (which includes wave runup), whichever is greater.¹⁴ This requirement – along with the locally-adopted floodplain management regulations satisfying FEMA's minimum criteria¹⁵ – is necessary for a levee to be accredited by FEMA so that areas on the landward side of the levee are not mandated to purchase flood insurance. The Bay Protection Standard exceeds FEMA's current requirements to prevent a situation where a project is completed, only to have the community mapped into the FEMA floodplain upon the next FEMA map revision and subject to the flood insurance mandate once again.

THE BAY PROTECTION STANDARD: KEY TAKEAWAYS

There are 4 key takeaways about OneShoreline's Bay Protection standard of FEMA BFE + 6 feet:

- OneShoreline currently defines its Bay Protection Standard based on a specific Bay water elevation rather than a time horizon or sea level rise scenario, as these scenarios have great uncertainty and include site-dependent factors such as the influence of waves.
- The maximum height reached by waves on the shore, known as wave runup, depends on the type and design of shoreline protection infrastructure. Thus, the shoreline infrastructure selected for a given project has a significant impact on the performance of infrastructure built to the Bay Protection Standard. Vertical walls generally result in greater wave runup than sloped and vegetated levees. As a result, protection measures using more gradual slopes with natural elements not only provide much greater ecological benefits, but also reduce the height needed to protect from higher waves, and are thus recommended by this Guidance.
- This Guidance allows for flexibility in how new construction contributes to regional shoreline infrastructure built to the Bay Protection Standard. This includes options for phasing – as long as space and land rights are provided that enable the jurisdictions to build to the Bay Protection Standard later – and options for site-specific reductions to the Bay Protection Standard if natural infrastructure results in demonstrated wave-reduction and/or flood protection benefits.
- The FEMA BFE is based on historical data that likely underestimates current and future coastal hazards. While imperfect, FEMA flood maps published for San Mateo County in 2019 remain the most comprehensive, widely accepted, and available dataset for coastal hazards along the Bay shoreline. As a result, the Bay Protection Standard utilizes FEMA's BFE and adds a substantial 6-foot buffer to account for an increase in hazards as sea levels rise. Future iterations of this document may take a different approach to calculating the Bay Protection Standard.

CHAPTER I | IMPLEMENTATION AND INTERAGENCY DEVELOPMENT REVIEW

IMPLEMENTATION

This document is intended to help elected officials and staff at jurisdictions along San Mateo County’s Bay shoreline incorporate aligned protection against the water-related impacts of climate change into land use planning, policies, and decisions.

REGULATORY CONTEXT

In October 2015, Governor Brown signed [Senate Bill 379](#) (Jackson), which amended Government Code Section 65302(g) to require all cities and counties in California to incorporate climate adaptation and resiliency into the general plan safety element.

SB 379 requires cities and counties to:

1. Review and update the safety element as necessary to address climate adaption and resiliency strategies;
2. Complete a vulnerability assessment;
3. Develop adaptation and resilience goals, policies, and objectives; and
4. Develop feasible implementation measures.

SB 379 also allows other planning documents, such as climate adaptation plans, local hazard mitigation plans, or others, to fulfill the climate adaptation planning requirements, provided that the alternative plan is consistent with statutes and is adopted and incorporated by reference into the general plan safety element. Per SB 379, by 2022, local governments were required to take action to update the safety element per the above requirements.

[SB 1035](#) (2018, Jackson), further amended Government Code Section 65302(g) to require local agencies to review and, if necessary, update the flood, fire hazards, and climate adaptation portions of the safety element following the housing element update

PLANNING FOR SEA LEVEL RISE IN SAN MATEO COUNTY

In 2018, the County of San Mateo released a [Sea Level Rise Vulnerability Assessment](#) to understand how sea level rise will affect San Mateo County residents, businesses, community services, and infrastructure. The County’s Assessment maps future risk scenarios and assesses vulnerability of assets and recommends actions and solutions.

Building upon the County’s Assessment and with support from the County’s Climate Ready SMC program, in 2020, the City of Millbrae updated its [Sea Level Rise Adaptation Assessment](#).

Similarly, in 2019, the City of Burlingame also prepared [Sea Level Rise Adaptation Strategies](#) and [Risks and Vulnerability Memorandum](#).

Burlingame later completed a comprehensive update of the zoning ordinance in 2021, which includes [Public Access, Flood and Sea Level Rise Performance Guidelines](#) for Bayfront Developments.

The City of South San Francisco also recently completed a General Plan Update and Zoning Code Update in 2022. The General Plan includes a [Community Resilience](#) chapter, which addresses Climate Change and Sea Level Rise, and the [Zoning Code](#) includes a Floodplain/Sea Level Rise Overlay District.

I. IMPLEMENTATION AND INTERAGENCY DEVELOPMENT REVIEW

at least every eight years, ensuring a regular update cycle to climate change considerations.

Additionally, [SB 272](#) (Laird, introduced in January 2023), would require local governments within the coastal zone or the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC) to plan for sea level rise through a Local Coastal Program approved by the California Coastal Commission or a subregional San Francisco Bay shoreline resiliency plan approved by BCDC by January 2034. This timeline does not reflect the urgency of the challenge for San Mateo County, which is a primary reason for the creation of this Planning Policy Guidance at this time.

CLIMATE ADAPTATION PLANNING TOOLS

In addition to the State’s existing and pending requirements for climate adaptation planning, cities and counties have a range of voluntary planning tools that can address and integrate climate change adaptation. Those include:

- General plans, comprehensive plans, specific plans, or area plans;
- Zoning code and other land development codes, ordinances, and resolutions;
- Climate action plans (CAPs), climate change action plans, climate adaptation plans, climate adaptation and resilience plans, climate mitigation and adaptation plans;
- Capital improvement plans/programs;
- Integrated regional water management plans;
- Local coastal program (LCP);
- Local hazard mitigation plans; and
- Emergency operations plan.

While OneShoreline strongly supports integration of climate change adaptation into all of the above documents, this guidance document specifically focuses on general and specific plans and zoning ordinances. Resilience policies can be integrated into these broad planning documents, or as a stand-alone initiative. To help cities and the County tailor policies to their jurisdiction’s specific needs, recommended template language is provided in the following Chapters.

CAPACITY BUILDING FUNDING

Incorporating resilience to future conditions caused by climate change requires additional time and resources that many local jurisdictions do not currently have the funding for. State and federal grant programs continue to be rolled out that seek to help close this capacity gap so jurisdictions can take critical steps in planning for climate adaptation. Some examples are featured below:

The [Governor’s Office of Planning and Research ICARP Programs](#) provide funding to help fill local, regional, and tribal adaptation planning and resilience needs, provide resources, and support the development of a pipeline of climate resilient projects.

The [California Strategic Growth Council Regional Climate Collaboratives Program](#) is a new capacity-building grant program that enables community-rooted and cross-sectoral partners to deepen their relationships and develop the processes, plans, and projects that will drive and sustain climate action.

FEMA’s Building Resilient Infrastructure and Communities (BRIC) Program funds [Capability- and Capacity-Building Activities](#), which result in a resource, strategy, or mitigation product that will increase resiliency to future natural hazards.

I. IMPLEMENTATION AND INTERAGENCY DEVELOPMENT REVIEW

IMPLEMENTING THE PLANNING POLICY GUIDANCE

The sample text in this document has been designed to be integrated into local policies and regulations as seamlessly as possible. However, each community is unique and thus local governments will adapt the sample text provided in Chapters II and III to reflect their priorities, and conditions, and to harmonize this text with existing policies and regulation. OneShoreline can provide assistance to facilitate these implementation efforts and recommends the following course of action:

- Review the Sea Level Rise and Shallow Groundwater Rise Overlay Districts using the [Map of Future Conditions](#) to understand the extent of affected areas, land uses, and zoning districts;
- Conduct community outreach to these areas about vulnerabilities to current and future flood and sea level rise risks and gather feedback on adaptation strategies and regulations;
- Receive feedback from local decision-making bodies: City Council, County Board of Supervisors, Planning Commissions, etc.;
- Integrate template policies into general plans and text amendments into zoning ordinances according to local regulatory context and community preferences; and
- Adopt local resilience policies and regulations as a stand-alone initiative, or in concert with planned general plan and zoning code updates if those updates are imminent.

TECHNICAL ASSISTANCE

In addition to this guidance document, OneShoreline provides cities and the County technical assistance with integrating current and future flooding and sea level rise hazards into land use planning, policies, and regulations. Specific forms of technical assistance include:

- Presenting on climate change, climate resilience, land use, and the intersection of these at meetings of a City Council, County Board of Supervisors, and their commissions;
- Providing maps and other data of areas and critical assets vulnerable to these hazards;
- Reviewing and providing comments on long-range planning initiatives, such as general plan updates or amendments, new or amended specific plans, zoning ordinance updates, and climate adaptation plans;
- Reviewing and providing comments on capital projects; and
- Reviewing and providing comments on proposals and design documents for private projects vulnerable to flooding and sea level rise that are currently undergoing the entitlement process (further outlined in “OneShoreline’s Role in Local Development Review” section below).

ONESHORELINE’S ROLE IN LOCAL DEVELOPMENT REVIEW

Rather than only focus on current threats to its specific project site, major development and infrastructure projects must be built to function for their intended life span as the climate changes, as well as enable and integrate with regional climate resilience efforts.

I. IMPLEMENTATION AND INTERAGENCY DEVELOPMENT REVIEW

OneShoreline would like to work with cities and the County early in the development review process to ensure that new developments evaluate water-related risks, incorporate resilient design practices, and align with regional protection projects. This is particularly true of projects where any portion of the parcel is located in the San Francisco Bay Buffer Zone or a Creek Buffer Zone (OneShoreline Review Threshold). To review the criteria that OneShoreline uses to review and comment on new development proposals, see the Project Review Checklist in Chapter IV, which closely follow the Development Standards outlined in the Sea Level Rise and Shallow Groundwater Rise Overlay Districts in Chapter III.

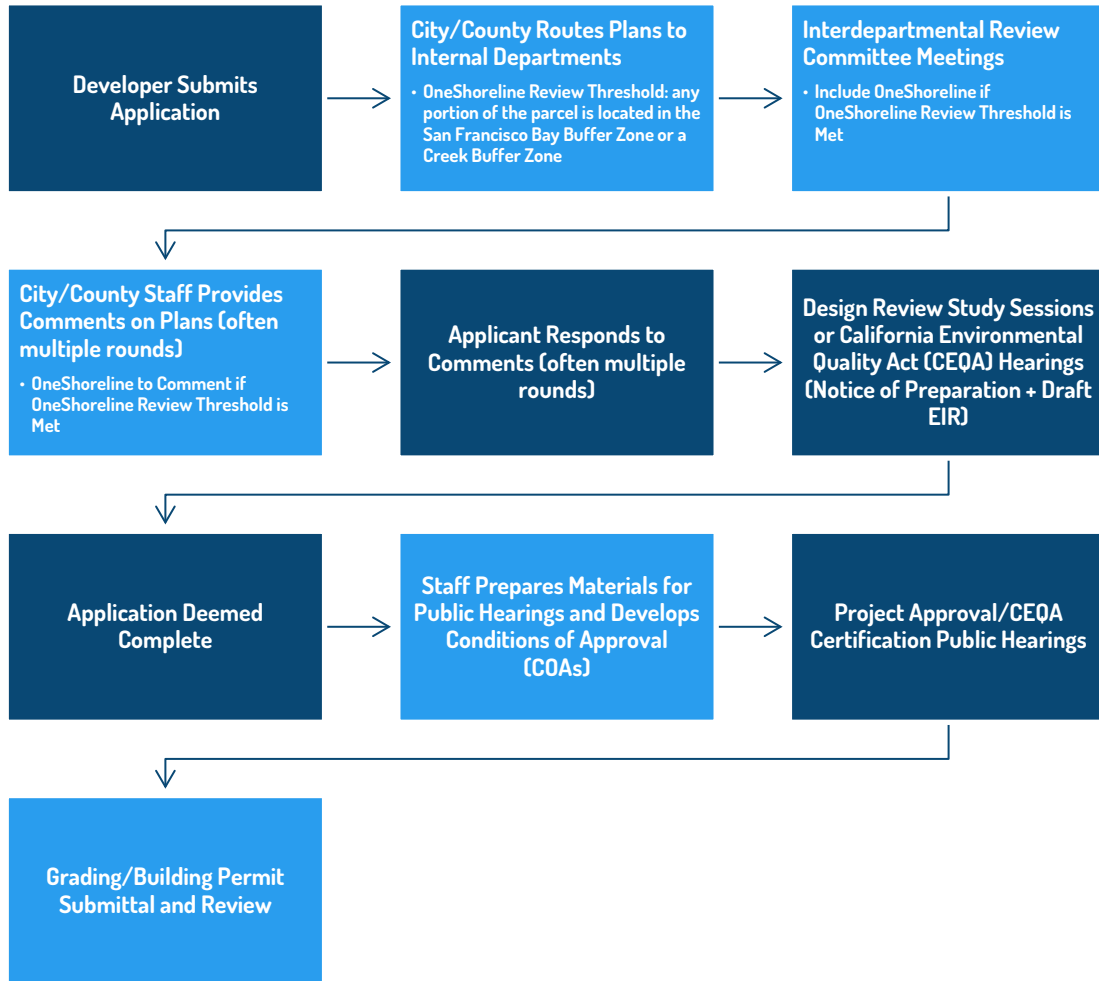
OneShoreline understands that the [Permit Streamlining Act](#) limits the time allowed for development reviews and adding another review may require additional time and effort. The first step to reducing the complexities and uncertainties in these reviews is the incorporation of clear resilience requirements in local land use planning documents. From there, a potential process to incorporate a review by OneShoreline is described in Figure 2. OneShoreline will work with each jurisdiction to maximize the added value of this review to the development approval process. Some development projects may require approval from other county, state, and federal agencies, which would occur outside of the process outlined below. However, OneShoreline would seek consistency with the requirements of these agencies.

As with any recommendations in the OneShoreline Planning Policy Guidance, engagement by cities and the County with OneShoreline is voluntary. Inclusion of OneShoreline in development review procedures is meant to assist cities as they implement regulations and standards to increase climate resilience and align that resilience with their neighbors.

ONESHORELINE REVIEW THRESHOLD

At a minimum, OneShoreline would like to work with jurisdictions to review projects with any portion of the parcel located in the San Francisco Bay Buffer Zone or a Creek Buffer Zone to ensure that new developments evaluate water-related risks, incorporate resilient design practices, and align with regional protection projects. OneShoreline recommends that projects that are not located in Buffer Zones, but in areas subject to sea level and shallow groundwater rise (e.g., within the Sea Level Rise and Shallow Groundwater Rise Overlay Districts recommended in Chapter III) are reviewed using the criteria that OneShoreline uses to review and comment on new development proposals outlined in the Project Review Checklist in Chapter IV. This Review Threshold is subject to change in the future.

Figure 2. Representative Local Jurisdiction Development Review Process Model



BUFFER ZONES

Throughout this Guidance, the term “Buffer Zones” refers to space to accommodate and maintain built and natural infrastructure for flood protection, habitat restoration, and public access off the San Francisco Bay Shoreline, Bay shoreline water bodies other than San Francisco Bay, and creeks, as defined below:

San Francisco Bay Buffer Zone: Minimum of 100 feet from the San Francisco Bay Shoreline, as defined by Government Code Section 66610, which is the statutory provision of the BCDC’s originating law (the McAteer-Petris Act) that specifies BCDC’s jurisdiction.

Buffer Zone for Bay shoreline water bodies other than San Francisco Bay: Minimum of 100 feet from the San Francisco Bay Shoreline, as defined by BCDC’s originating law.

Creek Buffer Zone: Minimum of 35 feet from the Top of Creek Bank, where there is substantial grade change between the creek bank and the property.

CHAPTER II | TEMPLATE LANGUAGE FOR GENERAL PLAN AND SPECIFIC PLANS

The following text includes template goals, policies, and actions that could be incorporated into a general plan’s safety element, recreation and open space element, land use, and/or environmental justice element. Specific plan policies could also be based on this language and refined to suit the more specific geographic scope of the specific plan area.

SAFETY OR LAND USE ELEMENTS

COMMUNITY RESILIENCE

GOAL CR-1: INCORPORATE FUTURE CONDITIONS INTO LAND USE PLANNING

Protect new and/or substantial construction from Future Conditions brought on by climate change by incorporating climate science into land use planning and the development review process.

Policies

- A. **Future Conditions Data and Monitoring.** In partnership with OneShoreline, review and use the best available science and projections on Future Conditions and regularly identify the areas of the [City/County] that are vulnerable to these impacts. Use this information to continue to develop or adjust planning and adaptation strategies.¹⁶
- B. **Future Conditions Planning.** Integrate planning for Future Conditions into all relevant [City/County] processes related to development, including specific plans, zoning ordinance updates, and [City/County] entitlement of new and/or substantial construction.
- C. **Buffer Zone.** Develop a Buffer Zone of 100 feet – at a minimum – from the San Francisco Bay Shoreline and 35 feet – at a minimum – from Top of Creek Bank to provide space to accommodate and maintain built and Natural Infrastructure for flood protection, habitat restoration, and Public Access. A wider Buffer Zone to accommodate habitat migration shall be included where feasible.
- D. **Future Conditions Protection for the Built Environment.** Ensure that new and/or substantial construction is planned and designed to accommodate Future Conditions for the life of the project.

FUTURE CONDITIONS

References to “Future Conditions” in the policies and regulations within this document focus on water-related hazards associated with climate change, including increases in flooding, sea level rise, and shallow groundwater rise. However, cities and the County can broaden this definition to include a range of climate change hazards, including wildfire, extreme heat, and drought.

This definition intentionally does not specify a time horizon for “future” (e.g., “mid-century” or “end-of-century”), given the wide range of potential outcomes by the end of the century due to uncertainty in future greenhouse gas emissions and their geophysical effects.

II. TEMPLATE LANGUAGE FOR GENERAL PLAN AND SPECIFIC PLANS

Actions

- A. **Sea Level Rise Adaptation Plan.** Using the County’s [2018 Sea Level Rise Vulnerability Assessment](#)¹⁷ as a basis, develop a [City/County] Sea Level Rise Adaptation Plan to develop a clearly defined and locally supported suite of adaptation strategies for Future Conditions. Through inclusive, transparent, and sustained engagement with impacted communities, this Plan should expand the understanding of sea level rise risks to the [City/County], communicate these risks to the public, and develop implementable adaptation strategies that pairs updated land use policies, zoning and building code revisions, improved data collection/monitoring, and built and Natural Infrastructure project planning. For any infrastructure project measures, the Plan should include specific recommendations to plan, fund, design and construct such measures and discuss opportunities for regional collaboration and coordination with OneShoreline and other jurisdictions within the same Operational Landscape Unit as set forth by the [San Francisco Bay Shoreline Adaptation Atlas](#).¹⁸
- B. **Future Conditions Mapping Data.** Maintain and update mapping data pertaining to hazards from Future Conditions, and make this information easily available to the public (either via a [City/County] resource or OneShoreline’s Map of Future Conditions). Updates should occur at least every 5 years.
- C. **Future Conditions Staff.** Identify [City/County] staff who will be responsible for leading the [City/County]’s sea level rise and shallow groundwater rise planning efforts, including coordinating internally with [City/County] departments and externally with relevant agencies.
- D. **Development Standards.** Collaborate with OneShoreline to evaluate, and amend if necessary, the [City/County]’s building code, zoning ordinance, and other development standards to ensure that new and/or substantial construction adequately incorporating major storms, sea level rise, shallow groundwater rise, and other climate impacts into siting and design. Regularly review (at least every five years) and update the building code, zoning ordinance, and development standards to align with best practices, including:

ONESHORELINE MAP OF FUTURE CONDITIONS

OneShoreline has developed an interactive [online Map of Future Conditions](#) to accompany this guidance document. The Map illustrates 3 data layers: the Bay Protection Standard layer (which contains information on the numeric value of OneShoreline’s Bay Protection Standard for planning purposes) and the Sea Level Rise and Shallow Groundwater Rise Overlay District layers (which illustrates the proposed boundaries of these Overlay Districts recommended in Chapter III). The Map is only available in an online, interactive format to allow frequent updates to keep the Map current with the best available scientific data.

OneShoreline is exploring the potential of using the Map of Future Conditions to host a wider suite of data for coastal, fluvial, and groundwater hazards in San Mateo County, as well as select data on human and asset vulnerability to these hazards. In the meantime, there are a suite of online maps and dashboards that illustrate this data, including the [Our Coast Our Future Hazard Map](#), BDCD’s [Adapting to Rising Tides Bay Shoreline Flood Explorer](#) and [Tidal Datums Tool](#), USGS’s [Hazard Exposure and Reporting Analytics website](#), and the [San Mateo County Hazard Exposure Dashboard](#).

II. TEMPLATE LANGUAGE FOR GENERAL PLAN AND SPECIFIC PLANS

- Develop [City/County] Sea Level Rise Overlay and Shallow Groundwater Rise Overlay District Maps or criteria, illustrating areas prone to hazards due to sea level rise and shallow groundwater rise and subject to relevant resilience regulations;
- Establish Buffer Zones on the Bay shoreline and creeks;
- Require improvements to the Bay Trail and/or access to the Bay Trail where possible;
- Require new and/or substantial construction on properties within 100 feet of the San Francisco Bay to contribute to regional shoreline infrastructure that incorporates natural features to the greatest extent feasible;
- Require new and/or substantial construction proposed in areas subject to hazards to meet a minimum Lowest Floor elevation and elevate critical equipment;
- Require any new stormwater infrastructure to be designed to function under Future Conditions for the life of the project;

SAFETY ELEMENT

COMMUNITY RESILIENCE

GOAL CR-2: PROTECT CRITICAL FACILITIES AND PUBLIC INFRASTRUCTURE FROM FUTURE CONDITIONS

Ensure that essential services provided by Critical Facilities³⁹ and the [City/County]'s planned and existing infrastructure are resilient to Future Conditions.

Policies

- Future Conditions Protection.** Ensure that public and Critical Facilities and the [City/County]'s planned and existing infrastructure are planned and designed to accommodate Future Conditions for the life of the project.
- Future Conditions Adaptation.** Provide protection for or relocate public and Critical Facilities in areas vulnerable to Future Conditions over the life of the project to prevent damage and ensure continuity of public and essential services.
- Capital Improvement Projects.** Plan and prioritize capital improvement projects required to protect public and Critical Facilities and services from Future Conditions.
- Future Conditions Planning for Stormwater Infrastructure.** Prepare stormwater systems for Future Conditions to ensure safe conveyance, treatment, and management of stormwater as sea level and groundwaters rise, flooding increases, and rainfall amounts and intensities change over time for the life of the project.

CRITICAL FACILITIES

References to "Critical Facilities" in the policies and regulations within this document refer to the elements of the infrastructure that support essential services in a society, including hospitals, fire stations, police stations, storage of critical records, communications systems, major electrical and natural gas distribution facilities, water and waste-water treatment facilities, and similar land uses. These facilities should be sited and designed to a higher standard of protection so that they can continue to function and provide services during and after hazard events, as well as under daily Future Conditions.

II. TEMPLATE LANGUAGE FOR GENERAL PLAN AND SPECIFIC PLANS

Actions

- A. Develop Sea Level Rise Capital Planning Policy.** Develop a policy and process to analyze and plan capital projects vulnerable to Future Conditions over the life of the project. The process should evaluate set forth an Adaptation Pathway for capital projects based on project lifespan, vulnerability to damage and closure during a storm event, and risk of costly repairs and impact of disruption of public services.
- B. Assess Vulnerability of Existing Critical Facilities and Public Infrastructure and Plan for Adaptation.** Identify Critical Facilities and public infrastructure vulnerable to Future Conditions over the life of the project and plan upgrades to these facilities with consideration for future increases in flooding, sea level rise, and shallow groundwater rise that may occur over the anticipated life of the asset. In cases where facilities cannot be sustainably maintained, relocation should be evaluated. Where facilities can be safely sited for the near term, but future impacts are likely, require an Adaptation Pathway detailing steps for maintenance, retrofitting, and/or relocation.
- C. Siting and Designing New Critical Facilities and Public Infrastructure.** Site new Critical Facilities and public infrastructure in areas that are not vulnerable to Future Conditions. If new Critical Facilities and public infrastructure cannot be located outside of areas prone to flooding, sea level rise, and shallow groundwater rise, ensure that facilities are constructed to appropriate standards to maintain operations under these Future Conditions over the life of the project.
- D. Develop and Maintain Resilient Infrastructure Standards.** Develop and periodically adjust infrastructure design standards to address asset-specific vulnerabilities associated with future flooding, sea level rise, and shallow groundwater rise.
- E. Incorporating Future Conditions into Design of New Stormwater Infrastructure.** Incorporate Future Conditions – including changes in hydrology and extreme precipitation events like atmospheric rivers under future climate scenarios – into the design of all new public and private stormwater infrastructure.

CAPITAL PLANNING FOR THE IMPACTS OF FUTURE CONDITIONS

While this guidance document contains General Plan policies that pertain to critical facilities and public infrastructure, it does not provide specific guidance on a process for capital planning or Adaptation Pathways for existing public assets impacted by Future Conditions.

In 2024, OneShoreline anticipates issuing a complementary guidance document on integrating Future Conditions into capital planning. In the meantime, cities and the County are welcome to contact OneShoreline for technical assistance in reviewing capital projects that may be vulnerable to anticipated increases in flooding, sea level rise, and shallow groundwater rise. For reference, similar capital planning guidance documents have been prepared by the County of San Mateo and the City of San Francisco. The City of San Francisco has developed a [Sea Level Rise Capital Planning Guidance Document](#) and [Checklist](#). The County of San Mateo has developed a [Sea Level Rise Policy for County-Owned Assets](#).

GOAL CR-3: ADAPT TO HAZARDS CAUSED BY SHALLOW GROUNDWATER RISE

Adapt to existing and future hazards caused by rising shallow groundwater associated with sea level rise.

II. TEMPLATE LANGUAGE FOR GENERAL PLAN AND SPECIFIC PLANS

Policies

- A. **Private Development Vulnerability Assessment and Mitigation.** Based on the geotechnical data collected onsite, new and/or substantial construction shall assess the project's vulnerability to shallow groundwater rise and incorporate project measures that will monitor and mitigate seasonal and permanent impacts, including buoyancy, seepage, infiltration, liquefaction, corrosion, and contaminant mobilization hazards.

Actions

- A. **Shallow Groundwater Rise Vulnerability Assessment.** Coordinate with OneShoreline and adjacent jurisdictions as appropriate to establish a detailed understanding of the effects of rising shallow groundwater on people, ecological assets, and the built environment in the [City/County]. This includes buoyancy, seepage, infiltration, liquefaction, corrosion, and contaminant mobilization hazards. This assessment should have an interactive map component (either via a [City/County] resource or OneShoreline's Map of Future Conditions) that will be updated based on site-specific geotechnical and topographic data submitted by new developments.
- B. **Shallow Groundwater Rise Adaptation.** Coordinate with OneShoreline and adjacent jurisdictions as appropriate to incorporate regionally coordinated adaptation strategies for shallow groundwater rise into the [City/County]'s Sea Level Rise Adaptation Plan. Adaptation strategies can include updated land use policies, building code revisions, infrastructure investments, better monitoring systems, and nature-based solutions. As a first step, ensure new development and substantial construction, and adjacent areas, account for rising groundwater levels in project design.

GOAL CR-4: ALIGN WITH EXISTING FLOODPLAIN MANAGEMENT AND FEMA PROGRAMS

Synchronize new policies and regulations related to Future Conditions with existing floodplain management and associated FEMA requirements, as well as increase participation in FEMA programs.

Policies

- A. **Alignment with FEMA Floodplain Management Regulations.** Per Title 44, Section 59 of the Code of Federal Regulations, in order to qualify for the sale of federally subsidized flood insurance through FEMA's National Flood Insurance Program (NFIP), a community must adopt floodplain management regulations, satisfying FEMA's minimum criteria to reduce or avoid future flood damages. These floodplain management regulations should be updated to align with State and OneShoreline recommendations and incorporate Future Conditions.
- B. **Increase Uptake in Flood Insurance.** Explore educational and cost-share methods of increasing uptake in flood insurance in households that are not required to purchase insurance, but that reside in areas with increasing flood risk.
- C. **Maximize the Benefits of the National Flood Insurance Program's Community Rating System (CRS).** FEMA has established the CRS, which credits community efforts that go beyond the minimum standards established for floodplain management and awards reduced flood insurance premiums for the community's property owners. The [City/County]

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should establish participation in CRS and realize the full extent of the program's benefits, which reduce flood insurance premiums and can help save lives and property when a flood occurs.

Actions

- A. **Floodplain Ordinance Update.** Update the [City/County] Floodplain Ordinance to align with State and OneShoreline recommendations and incorporate Future Conditions.
- B. **Coordination with Floodplain Administrator.** Per Title 44, Section 59 of the Code of Federal Regulations, in order to qualify for the sale of federally subsidized flood insurance through FEMA's National Flood Insurance Program, a community must appoint or designate an official responsible to develop and implement floodplain management regulations and submit all required reporting concerning the community participation in the NFIP. This floodplain administrator should collaborate directly with [City/County] staff responsible for sea level rise and shallow groundwater rise planning efforts and OneShoreline to synchronize relevant management and reporting efforts, including the review of specific developments in the Sea Level Rise and Shallow Groundwater Rise Overlay Districts.
- C. **Establish Participation in CRS.** Work with OneShoreline to apply to participate in the CRS to allow for opportunities for property owners in the floodplain to achieve reductions in their flood insurance premiums. This includes submitting a letter of interest to FEMA and appointing a CRS coordinator to serve as the liaison between the community and FEMA.
- D. **Host CRS Training.** Work with OneShoreline and FEMA to host a CRS training with all relevant [City/County] staff that provides an overview of the CRS program, including eligible activities and required documentation to maintain participation in CRS.
- E. **Earn CRS Credit and Achieve Premium Discounts.** Work with OneShoreline to initiate and document activities to earn CRS credit and achieve premium discounts, focused on activities that can be used by all jurisdictions to lower insurance rates for their property owners and on preparing documentation that verifies any already-ongoing eligible CRS activities. This includes working with the floodplain administrator to document elevation certifications for all buildings built in the FEMA Special Flood Hazard Area (SFHA) after the date of application to the CRS and maintaining these records for public inspection.

COMMUNITY RATING SYSTEM SUPPORT FROM ONSHORELINE

Only 4 of the 20 cities in San Mateo County, and San Mateo County itself, currently participate in the CRS program, despite all Cities having at least one property (and many have hundreds) participating in the National Flood Insurance Program (NFIP). Further, the jurisdictions that do participate in CRS often do not realize the full extent of the program's benefits. Anecdotal evidence suggests there is a lack of city staff capacity to enroll in CRS and coordinate related activities. Many of these activities can be done most efficiently in a multi-jurisdictional context, which is why, with funding from the County, OneShoreline plans to provide support to all cities that wish to apply for and fully participate in CRS. Please reach out directly to OneShoreline to explore what support OneShoreline can provide for your city.

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GOAL CR 5: PRIORITIZE AND SUPPORT NATURAL INFRASTRUCTURE AND SENSITIVE HABITATS

Prioritize Natural Infrastructure to the greatest extent feasible when adapting to Future Conditions.

Policies

A. **Natural Infrastructure in Shoreline**

Protection. Prioritize the use of Natural Infrastructure, including the protection, restoration, and expansion of existing coastal habitats, consistent with the Open Space and Conservation element habitat conservation policies. Shoreline infrastructure projects should evaluate the use or restoration of natural features and ecosystem processes – such as tidal marshes, eelgrass, mudflats, beaches, and oyster reefs – and incorporate these features to the greatest extent feasible to conserve ecosystem values and functions, which benefit people and wildlife.²⁰

B. **Shoreline Barrier Location.** Require that shoreline barriers are sited as landward as possible within the Buffer Zone to provide as much space as possible for rising Bay water levels, incorporation of natural elements, sensitive habitats, and future Bayland-upland transition zone habitat migration.

C. **Future Conditions Protection for Ecological Assets.** Protect critical existing ecological assets from Future Conditions brought on by climate change by accounting for these assets in land use planning and shoreline infrastructure project development. This includes protecting sensitive habitats within Buffer Zones adjacent to planned shoreline infrastructure projects, as well as planning for and accommodate upland migration of habitats vulnerable to sea level rise.

D. **Intertidal and Subtidal Habitat Conservation and Restoration.** Promote the conservation, restoration, and enhancement of intertidal and subtidal habitats, which can help reduce impacts on shoreline infrastructure.

E. **Strengthen Creek-to-Baylands Connections.**²¹ Enhance creek-to-Baylands connections and increase sediment delivery to link sediment transport from upland watersheds to coastal habitats, and support upland migration of wetlands due to sea level rise.

MIGRATION OF THE SHORELINE

The location of the proposed Bay Buffer Zone is based off the location of the San Francisco Bay Shoreline, as defined by the same statutory provision that specifies BCDC's jurisdiction. Since this provision defines the Bay Shoreline by the location of the Mean High Tide line, the Bay Shoreline as defined by the State - and thus the Bay Buffer Zone proposed by OneShoreline – will be subject to landward migration as the sea level rises. This landward migration will provide space for Bayland-upland transition zone habitats. In addition, designating a wider Buffer Zone where feasible plays an important role in accommodating habitat migration.

Actions

A. **Habitat Buffers.** By requiring a Buffer Zone wider than the minimum where feasible, encourage shoreline development projects and associated infrastructure to be sited such that they do not encroach upon Bayland-upland transition zone habitats and provide adequate space to accommodate upland migration of habitats vulnerable to sea level rise.

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- B. **Native Plants.** Require that shoreline development projects and other projects including habitat restoration include native plantings consistent with BCDC Policies and Design Guidelines.
- C. **Removal of Hard Infrastructure.** To allow opportunities to restore ecological value to shorelines and creek banks and restore natural floodplain processes for increased flood protection, existing hard protection should be removed when the structure(s) no longer requires a hard protective structure (e.g., redeveloped or demolished).
- D. **Economic Incentives.**²² Use Transfer of Development Rights (TDR) programs, tax credits, and other strategies to encourage transition of development away from the shoreline in areas identified as high opportunity for nature-based adaptation.

GOAL CR-6: REGIONAL COLLABORATION

Develop regionally coordinated climate adaptation measures, programs, and resilience projects.

Policies

- A. **Regional Coordination.** Coordinate with OneShoreline, adjacent jurisdictions, neighboring counties, and regional, state, and federal agencies to develop and implement coordinated approaches to sea level rise with other jurisdictions and asset owners in San Mateo County.
- B. **Cross-Jurisdictional Collaboration.** Promote cross-jurisdictional project scoping and planning to position all neighborhoods equitably for success.
- C. **Cross-Sector Collaboration.** Promote cross-sector project scoping and planning to leverage resources and expertise from local government, community-based organizations, and private businesses.
- D. **Cross-Disciplinary Collaboration.** Promote cross-disciplinary project scoping and planning to incorporate climate resilience into all areas impacting community life and well-being, including water, ecology, energy, land use, housing, transportation, and safety.

BCDC'S REGIONAL STRATEGY

Through its [Bay Adapt](#) program, BCDC is currently undergoing a process to develop a regional sea level rise adaptation strategy for the nine-county Bay Area. OneShoreline believes that climate change is already upon us and the existential challenge it presents requires all levels of government to act now. Just as OneShoreline engaged with BCDC when developing this Planning Policy Guidance, BCDC's Bay Adapt program has expressed interest in learning from the development and implementation of this document in San Mateo County.

Actions

- A. **Requirement for OneShoreline Review of Development in Flood Zones.** For proposed developments in the San Bruno Creek Flood Zone and Colma Creek Flood Zone that require modification of site storm drain systems and site runoffs, the [City/County] shall include OneShoreline in the project/plan review process, as OneShoreline is the administrator of these property tax-funded Zones and also has land rights in these Zones.
- B. **Multi-Agency Review of Development in Areas Vulnerable to Future Conditions.** Coordinate with OneShoreline, BCDC, and other responsible agencies early in the development review process to ensure that new development where any portion of the

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parcel is located in the San Francisco Bay Buffer Zone or a Creek Buffer Zone evaluates water-related risks, incorporates resilient design practices, and aligns with regional protection projects.

EMERGENCY READINESS AND EMERGENCY OPERATIONS

GOAL ER-1: EMERGENCY RESPONSE

Provide efficient, effective, and equitable emergency response in the immediate aftermath of a disaster caused by natural or manmade hazards.

Policies

- A. **Flood Early Warning.** Collaborate with OneShoreline to provide flood early warning for flood-prone areas of the [City/County] through OneShoreline’s flood early warning notification system, as needed.
- B. **Access to Emergency Shelters and Evacuation Points.** Ensure that shelters and temporary evacuation points are fully accessible to all community members, regardless of access and functional needs, language spoken, age, or immigration status.
- C. **Equitable Emergency Communications.** Make emergency communications and information available in multiple languages and conduct multilingual community outreach to ensure all residents subscribe to the appropriate emergency notification systems.
- D. **Community-Centered Disaster Response.** Educate and engage with hazard-prone communities to facilitate improved household- and neighborhood-level preparedness and knowledge of how to respond to a disaster.
- E. **Collaboration with Community Partners.**²³ Establish ongoing partnerships and regular communication with Community Emergency Response Teams (CERTs), Community Organizations Active in Disaster (COADs), and community-based organizations, and nonprofits to support community education and preparedness and to coordinate community-centered disaster response.
- F. **Build Social Support Networks.** Support efforts by residents and community-based organizations to strengthen social support networks to improve local preparedness and respond to and recover from incidents. This includes coordination with OneShoreline on its [name relevant Emergency Action Plan currently being developed, if applicable].

Actions

- A. **Emergency Notification System.** Participate in OneShoreline’s flood early warning notification system to alert flood-prone neighborhoods and businesses before, during, and after a climate hazard event and assist in their evacuation, if needed.
- B. **Emergency Action Plans.** Where OneShoreline is not currently developing a multi-jurisdictional Emergency Action Plan (EAP),²⁴ develop an EAP for [insert flood-prone watershed here] with the cities of XXX [name adjacent jurisdictions in watershed] to define flood management and mitigation responsibilities before, during and after flood events, amongst key partners (including agency staff and community-based organizations), and outline methods to develop and deliver key flood data to these partners and the public in case of a flood emergency.

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- C. **Emergency Access Routes.** Evaluate existing emergency access routes for risk of flooding and develop alternative routes and other approaches to reduce risk and ensure access route viability during flood events.

PUBLIC ACCESS, RECREATION, AND CONNECTIVITY

GOAL PA-1: PUBLIC ACCESS

Expand and maintain Public Access along and to the San Francisco Bay shoreline and creeks [insert specific waterbodies as applicable locally].

Policies

- A. **Public Access in Buffer Zones.** Require that new development in higher density residential or commercial areas adjacent to the San Francisco Bay shoreline or creeks provide and maintain Public Access within the Bay and Creek Buffer Zones based on the [City/County]-adopted guidelines and BCDC Policies and Design Guidelines. Public Access along these water bodies shall be provided in perpetuity, including dedicating appropriate access easements to the [City/County] at no cost to the public in the same manner that streets, park sites, and school sites are dedicated to the public as part of the subdivision process in cities and counties.
- B. **Public Access to Buffer Zones.**²⁵ Require that new development in higher density residential or commercial areas adjacent to the San Francisco Bay shoreline or creeks provide Public Access through a site to/from the Bay and Creek Buffer Zones, based on BCDC Policies and Design Guidelines. Public Access to these water bodies shall be provided in perpetuity, including dedicating appropriate access easements to the [City/County] at no cost to the public in the same manner that streets, park sites, and school sites are dedicated to the public as part of the subdivision process in cities and counties.
- C. **Future Conditions for Public Access.** Require Public Access to remain viable in the event of future flooding, sea level rise, and shallow groundwater rise, or provide equivalent access consistent with the project as existing access is impacted by Future Conditions over the life of the project in accordance with BCDC Policies and Design Guidelines.

PUBLIC ACCESS

Consistent with BCDC Policies and Design Guidelines, Public Access includes physical access such as Bay shoreline trails, access to those trails from other locations, as well as visual public access to the Bay from other public spaces. Public Access also includes services and amenities that encourage Bay-related activities, such as plazas, parking spaces, landscaping, site furnishings, overlooks, and viewing opportunities along the shoreline.

Actions

- A. **Gaps in the Bay Trail.** Eliminate gaps in the Bay Trail [where applicable](#)²⁶ in coordination with the Metropolitan Transportation Commission/Association of Bay Area Governments Bay Trail Program by requiring new shoreline development and redevelopment to construct missing Bay Trail segments.

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- B. **Low-impact Design.** Employ siting, design and management strategies that avoid or minimize adverse effects on sensitive wildlife and habitats for all new Public Access facilities.

ENVIRONMENTAL JUSTICE AND EQUITY

GOAL EJ-1: PRIORITIZE DISADVANTAGED, VULNERABLE, AND UNDERREPRESENTED COMMUNITIES.

Prioritize the disadvantaged, vulnerable, and underrepresented communities in risk reduction strategies related to climate change impacts and protect from current practices and policies harmful to these communities.

Policies

- A. **Define Disadvantaged, Vulnerable and Underrepresented Communities.** Define the following communities throughout [City/County] planning documents and processes, using definitions outlined by the San Francisco Bay Conservation and Development Commission's (BCDC's) Bay Plan²⁷:
- i. **Disadvantaged Communities:** Communities disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental degradation; and communities that are of low-income, high unemployment, low levels of home ownership, high rent burden, sensitive populations, or low levels of educational attainment (California Health and Safety Code §39711).
 - ii. **Vulnerable Communities:** Communities co-located in areas with current/future flood risk and in areas with high concentrations of households exhibiting factors that can reduce access to or capacity for preparedness and recovery.
 - iii. **Underrepresented Communities:** Communities that have been historically and are still systematically excluded from political and policy-making processes.
- B. **Identify Disadvantaged, Vulnerable and Underrepresented Communities.** Review environmental and past/present population characteristics to identify and map Disadvantaged, Vulnerable, and Underrepresented Communities in the [City/County].
- C. **Prioritize Disadvantaged, Vulnerable and Underrepresented Communities.** Ensure that planning and implementation prioritizes Disadvantaged, Vulnerable and Underrepresented Communities, by developing risk reduction measures in these Communities that address the dual burden of environmental injustice and climate change impacts.
- D. **Community Capacity Building.** Reduce barriers and strengthen Disadvantaged, Vulnerable and Underrepresented Communities' capacity to participate and lead local planning and decision-making around adaptation to Future Conditions.
- E. **Invest in Existing Community-Based Efforts.** Identify synergies in the [City/County] mission and goals with those of community-based organizations already doing relevant work and invest resources in those organizations to build capacity and empowerment.
- F. **Transparency.**²⁸ Continually build accountability, transparency, and accessibility into [City/County] programs and processes.

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- G. **Compensation.** Provide fair compensation for time and expertise of community members and community-based organizations for efforts in service to a project. All partnerships with community-based organizations should involve a funding agreement, unless explicitly noted and mutually agreed upon by all parties.
- H. **Contaminant Mobilization.** Study and develop mitigation measures to reduce community exposure to contaminants, particularly those that may be mobilized through shallow groundwater rise.
- I. **Anti-Displacement Policy.** Reduce the harmful impacts of displacement from climate change on individuals, families, and communities by pursuing strategies to create opportunities for existing residents to benefit from adaptation efforts by:
- Creating local employment and economic opportunities for low-income residents and local small businesses;
 - Expanding and preserving existing housing opportunities available to low-income residents;
 - Connecting low-income residents to resources available at the city, county, state, and federal levels to increase resilience;
 - Siting new affordable housing projects outside of areas vulnerable to Future Conditions or incorporating flood-resilient development techniques if site selection is constrained;
 - Preserving cultural and social resources; and
 - Creating and implementing tools to evaluate and mitigate the potential displacement caused by large-scale investment and infrastructure.

Actions

- A. **Culturally and Linguistically Appropriate Communication.**²⁹ Provide culturally and linguistically appropriate communication related to [City/County] climate change risk reduction efforts, including targeted outreach efforts to Underrepresented Communities (including low-income people, working people, parents and guardians, people of color, people that have limited English language skills, people with disabilities, people with limited transportation options, and others).
- B. **Project Outreach.**³⁰ Provide consistent community outreach and engagement from the start of a project and throughout project design, permitting, and construction, with outreach beginning as early as possible in the project planning process, ideally at project onset. Define the metrics used to measure successful and consistent outreach and assess performance against these metrics at regular intervals throughout the project.
- C. **Provide Technical Support to Community-Based Organizations.**³¹ Develop long-term and sustained programs and trusted partnerships with community-based organizations. These programs should equip communities with the tools and knowledge needed to participate and lead in adaptation planning and decision-making, such as grant writing assistance programs, and trainings to improve technical and political literacy related to sea level rise adaptation. Therefore, when technical plans and projects are developed, community members are better situated to understand and merge technical knowledge with a localized, place-based understanding to inform decision-making impacting their community.

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- D. **Elevate Communities to Lead.**³² If they do not already exist, create community-led decision-making bodies and/or voting representatives that are well-positioned to shape and provide ongoing direction in adaptation planning, projects, and priorities in the [City/County]. Such an effort shall elevate community members to positions of authority in planning decisions beyond advisory roles and provide community members the tools to succeed in those positions to ensure that adaptation is grounded in local vision and needs.
- E. **Partner with Tribal Governments.**³³ Develop or strengthen formal partnerships and coordination with tribal governments to (a) recognize the California Native American communities who first inhabited the Bay Area and their cultural connection to the natural resources of the region, and (b) incorporate tribal history and cultural resources into adaptation plans, projects, and priorities in the [City/County].
- F. **Identify and Mitigate Disproportionate Project Impacts.**³⁴ Identify whether a community would experience disproportionate adverse economic, environmental, and social impacts from flooding, sea level rise, and shallow groundwater rise projects, and if so, seek to mitigate these impacts.
- G. **Staff Training.**³⁵ Host trainings for [City/County] staff on topics including general environmental justice and local histories, community mapping, culturally appropriate communication, meaningful community engagement at all phases of project planning, use of community benefit agreements, alternative approaches to traditional cost-benefit analyses that elevate community value and measuring successful engagement.

WHAT DOES COMMUNITY-LED ADAPTATION PLANNING LOOK LIKE?

Some examples of community-led programs, which offer models for how to meaningfully engage community members in adaptation planning in the Bay Area, include [Climate Resilient Communities](#), [North Fair Oaks Community Alliance](#), the [East Oakland Neighborhood Initiative](#), the [Marin City People's Plan](#), and the [West Oakland Environmental Indicators Project \(WOEIP\)](#).

Other key resources to help jurisdictions and agencies meaningfully embed equity into policies and programs focused on climate adaptation and community resilience include the [Greenlining Institute's Guidebook](#), the [WOEIP's Equity Checklist and Sample Partnering Agreement](#), and the [Bay Area Regional Health Inequities Initiative \(BARHII\) Farther Together Guidebook](#).

CHAPTER III | TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

The following text includes sample Sea Level Rise Overlay District and Shallow Groundwater Rise Overlay District Zoning Text Amendments. Key documents consulted to develop sample language include the City of Boston [Coastal Flood Resilience Overlay District](#) (Article 25A), City of Burlingame [Public Access, Flood and Sea Level Rise Performance Guidelines](#) (Section 25.12.050), [City of South San Francisco Flood Plain/Sea Level Rise \(SLR\) Overlay District](#) (Chapter 20.180), and [Shallow Groundwater Response to Sea-Level Rise: Alameda, Marin, San Francisco, and San Mateo Counties](#) (prepared by Pathways Climate Institute and San Francisco Estuary Institute).

The Overlay Districts' regulations intend to enhance the resilience of private development and surrounding communities that are vulnerable to sea level rise, through the following key methods:

- **Buffer Zones:** Providing space and land along the San Francisco Bay and creeks for human-designed and Natural Infrastructure to protect against floodwaters and accommodate rising sea levels;
- **Shoreline Protection:** Requiring private developers of shoreline properties to construct shoreline infrastructure meeting the Bay Protection Standard;
- **Elevating Development:** Requiring Lowest Floor elevations above FEMA's Base Flood Elevation to improve resilience to multiple hazards, including fluvial flooding and sea level rise;
- **Stormwater Drainage Updates:** Requiring changes in hydrology due to climate change to be incorporated into the design of any new stormwater infrastructure; and
- **Shallow Groundwater Rise:** Establishing development standards to protect the community from existing and future threats from the response of shallow groundwater to sea level rise.

The Shallow Groundwater Rise Overlay District overlaps with the Sea Level Rise Overlay District in many geographic areas. Should a project be located in both the Sea Level Rise

BCDC POLICIES AND DESIGN GUIDELINES

New and/or substantial construction in BCDC's jurisdiction will require a BCDC permit and thus be subject to a determination as to whether the project meets BCDC Policies and Design Guidelines. While there are many synergies between the objectives and recommendations of this guidance document and BCDC Policies and Design Guidelines, there are also areas where OneShoreline and BCDC objectives currently differ. That should not be surprising, given that this guidance document is the first-of-its-kind in the Bay Area and that incorporating climate resilience into land use planning is an evolving area of State and local policy. Inconsistencies between provisions adopted by cities based on this document and BCDC Policies and Design Guidelines can be resolved through discussions among these agencies and project proponents.

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Overlay District and the Shallow Groundwater Rise Overlay District, the standards of both Districts must be met.

Jurisdictions may want to increase the scale of these measures if a location is at particularly high risk, the land use is sensitive, or if the building is a critical facility that must maintain operations and access during flood events. At a minimum, it is critical that landowners and developers provide adequate space for future infrastructure development and the land rights to use that space in order to build resilience into communities.

SEA LEVEL RISE OVERLAY DISTRICT

XX.XX.010 DEFINITIONS

- A. **Application Date:** The Application Date is the date a complete application is accepted by the [City/County], which is distinct from the date the application is deemed complete.
- B. **Adjacent:** Directly abutting, having a boundary or property line(s) in common or bordering directly, or contiguous to.
- C. **Bay Protection Standard:** The Bay Protection Standard is the FEMA Coastal Base Flood Elevation of the water at that shoreline location plus 6 feet (FEMA Coastal BFE + 6 feet).
- D. **Buffer Zone:** Space to accommodate and maintain built and Natural Infrastructure for flood protection, habitat restoration, and Public Access off the San Francisco Bay Shoreline, Bay shoreline water bodies other than San Francisco Bay, and creeks. A wider Buffer Zone to accommodate habitat migration shall be included where feasible.
 - i. **San Francisco Bay Buffer Zone:** Minimum of 100 feet from the San Francisco Bay Shoreline, as defined in XX.XX.010.O.
 - ii. **Bay shoreline water bodies other than San Francisco Bay:** Minimum of 100 feet from the San Francisco Bay Shoreline, as defined in XX.XX.010.O.
 - iii. **Creek Buffer Zone:** Minimum of 35 feet from the Top of Creek Bank, as defined in XX.XX.010.R.

BFE + 3 vs BFE + 6

The Guidance includes two elevation standards for different purposes:

BFE + 3 (or the SLR-BFE) defines the recommended Lowest Floor elevation for a building located in the Sea Level Rise Overlay District.

BFE + 6 (or the Bay Protection Standard) defines the recommended minimum elevation required at the top of any shoreline infrastructure along the San Francisco Bay Shoreline.

These two elevation standards can work together to address different interrelated hazards, as increased Lowest Floor elevations can protect structures against creek and rising groundwater flooding, while shoreline infrastructure addresses waves and flooding from the Bay.

For pump stations and other flood protection infrastructure along the shoreline, jurisdictions are invited to consult with OneShoreline until it issues a complementary guidance document on capital planning, anticipated in 2024.

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- E. **Critical Equipment:** Critical Equipment means building equipment, instrumentation, controls, or systems whose malfunction or failure would likely result in a high-consequence event that would compromise the safety of those in the building, or whose proper operation is required to mitigate the consequences of such an event.
- F. **Critical Facilities:**³⁶ Critical facilities are elements of the infrastructure that support essential services in a society, including hospitals, fire stations, police stations, storage of critical records, communications systems, major electrical and natural gas distribution facilities, water and waste-water treatment facilities, and similar land uses. These facilities should be sited and designed to a higher standard of protection so that they can continue to function and provide services during and after hazard events.
- G. **Dwelling Units:** Any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, for not more than one family (one or more persons living together as a single nonprofit housekeeping unit). Members of a family need not be related by blood but are distinguished from a group occupying a hotel, club, fraternity or sorority house.
- H. **Existing Grade:** The existing elevation (prior to grading) of the ground surface adjacent to the proposed building footprint at a given point.
- I. **Future Conditions:** Anticipated increases in flooding, sea level rise, and shallow groundwater rise due to climate change. This definition intentionally does not specify a time horizon for “future” (e.g., “mid-century” or “end-of-century”), given the wide range of potential outcomes by the end of the century due to uncertainty in future greenhouse gas emissions and their geophysical effects.
- J. **Health Care Facility:** Any facility that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, for one or more person, to which the persons are admitted for a 24-hour stay or longer for any of the following or similar purposes: skilled nursing facility, intermediate care facility, congregate living health facility, nursing facility, or chemical dependency recovery hospital.
- K. **Lowest Floor:**³⁷ The lowest floor of the lowest enclosed area of a building (including basement).
- L. **Natural Infrastructure:**³⁸ The use or restoration of natural ecological systems or processes to reduce vulnerability to climate change related hazards while increasing the long-term adaptive capacity of coastal and inland areas. This includes, but is not limited to, the conservation, preservation, or sustainable management of any form of aquatic or terrestrial vegetated open space, such as beaches, dunes, tidal marshes, reefs, seagrass, parks, rain gardens, and urban tree canopies. It also includes engineered systems and practices that use or mimic natural processes – such as permeable pavement, bioswales, and ecotone levees – to conserve ecosystem values and functions, which benefit people and wildlife.
- M. **Public Access:**³⁹ Consistent with BCDC Policies and Design Guidelines, Public Access includes physical access such as Bay shoreline trails, access to those trails from other locations, as well as visual public access to the Bay from other public spaces. Public Access also includes services and amenities that encourage Bay-related activities, such as plazas, parking spaces, landscaping, site furnishings, overlooks, and viewing opportunities along the shoreline.

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- N. **Resilience Infrastructure Project:** A Resilience Infrastructure Project is a sea level rise adaptation project along San Mateo County's San Francisco Bay Shoreline or along the tidally influenced reaches of creeks and other waterbodies that is built to the Bay Protection Standard. The implementation of this Standard can be realized in phases, as long as Buffer Zones and easements are provided now through the development approval process.
- O. **San Francisco Bay Shoreline:** As defined by Government Code Section 66610, which is the statutory provision of the BCDC's originating law (the McAteer-Petris Act⁴⁰) that specifies BCDC's jurisdiction.
- P. **Sea Level Rise Base Flood Elevation (SLR-BFE):** The SLR-BFE is defined as 3 feet above the project site's Base Flood Elevation (BFE) on the FEMA Flood Insurance Rate Map in effect at the time of the Application Date. Where no BFE exists, the SLR-BFE shall be at least 3 feet above the existing grade. If the site is sloped, the average existing grade shall be used.
- Q. **Stormwater Management Feature:**⁴¹ Examples of stormwater management features that may be used to reduce the peak flow and/or runoff volume to undeveloped conditions include drywells, detention basins, bioretention areas, subsurface infiltration systems, infiltration trenches, and pervious pavement.
- R. **Top of Creek Bank:** The line connecting all the points where there is substantial grade change between the creek bank and the property as determined by the applicant's engineer and subject to the review and approval of the [City/County] Engineer. Where a fully channelized waterway exists, Top of Creek Bank is the highest edge of the engineered channel.

XX.XX.020 PURPOSE AND INTENT

The Sea Level Rise Overlay District is intended to protect the community from existing and future overland flooding and sea level rise by establishing locally sensitive and regionally coordinated regulations addressing these hazards. New development and substantial improvement projects are intended to function for decades, during which time the impacts of climate change will grow, and thus these projects should be designed to function under Future Conditions, including higher sea levels and more intense storms, and be synchronized with regional solutions to address this transformative challenge. Incorporating climate resilience into the siting and building of these assets now will avoid the much more difficult and costly effort to retrofit these assets later. The specific purposes of the Sea Level Rise Overlay District are to:

- A. Minimize damage to and destruction of life and property.
- B. Establish development standards that are aligned across jurisdictions to ensure synchronized resilience on a regional scale in San Mateo County.
- C. Sustain the viability of built assets in the floodplain over their proposed project life.
- D. Adapt to Future Conditions by providing protection along creeks and the Bay shoreline built to a standard design elevation.

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- E. Work with nature to the greatest extent feasible by creating space and Natural Infrastructure to enable diverse, self-sustaining shoreline habitats that can survive future climate conditions over time.
- F. Establish standards consistent with the guiding principles and objectives of OneShoreline.

XX.XX.030 APPLICABILITY

A. Geography.

1. **Sea Level Rise Overlay District Boundaries.** The provisions of this chapter shall apply to all areas of the [City/County] within the Sea Level Rise Overlay District. The Sea Level Rise Overlay District includes the area identified in the Our Coast, Our Future Hazard Map⁴² as the 100-year flood plus 6.6 feet of sea level rise (based on modeling results⁴³ from the U.S. Geological Survey).
2. **Sea Level Rise Overlay District Map.**⁴⁴ The [City/County] Sea Level Rise Overlay District Map (SLR Map) was adopted by the [City Council/County Board of Supervisors] based on the criteria in subsection (1) of this section to provide community resilience to sea level rise and storms. The SLR Map may be revised by the [City Council/County Board of Supervisors] based on updates to the FEMA Federal Insurance Rate Map, sea level rise science, monitoring results, and shoreline and creek conditions. The applicable SLR Map to a development application shall be the SLR Map currently in effect at the time of the Application Date.
3. **Parcel Applicability.** Any parcel with a portion of land located within the Sea Level Rise Overlay District, as defined in subsection (1) and illustrated by the SLR Map in subsection (2), shall be considered to be within the Sea Level Rise Overlay District and the regulations of this Chapter shall apply to the entirety of the parcel.
4. **Additional Areas.** In addition, the [City/County] Engineer or Community and Economic Development Director may require that standards of the Sea Level Rise Overlay District apply to properties outside the Overlay District based on maps and other studies, which document the existence of potential flooding or sea level rise hazards that warrant evaluation.
5. **Appeals.** The [City/County] Engineer or Community and Economic Development Director shall make interpretations, where needed, as to the exact boundaries of the Sea Level Rise Overlay District. If the sea level rise or flood hazard information on which the

MAP ADOPTION APPROACH

The language provided in Section XX.XX.030 provides flexibility for jurisdictions to either simply define the overlay area by the criteria in subsection (1) *or* to define the criteria *and* adopt a Map as set forth in subsection (2).

OneShoreline does not recommend rezoning specific properties by Ordinance, as the map should be reviewed and may need to be adjusted at least every 5 years to reflect the most current sea level rise projections.

OneShoreline recommends any map actions occur via resolution of the City Council or County Board of Supervisors. Regardless of the map approach taken, cities/the County should incorporate a Sea Level Rise Overlay Map layer onto interactive GIS platforms so that the information is transparent and accessible to the public. OneShoreline is available to provide technical assistance to jurisdictions on this mapping effort.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

boundaries of the Overlay District are based does not reflect actual site conditions, the [City/County] Engineer or Community and Economic Development Director may determine that a location is within or outside the Overlay District, based on site-specific data provided by a licensed professional surveyor or licensed professional engineer retained by the applicant. The [City/County]'s determination may be appealed to the [Board of Appeal] under the provisions of Section [Appeal Chapter/Section] of this Code.

- B. **Project Type.** The provisions of this Section [XX] shall apply to the following project types within the Sea Level Rise Overlay District boundaries:

[Note to City/County staff: Two options are provided for consideration in this section, one of which relies upon a size threshold and the other of which relies upon wall demolition. Both options include retrofit thresholds based on improvement cost relative to building value, which is consistent with FEMA standards for the floodplain ordinance. City and County staff should consider this as a menu of options and select the most appropriate thresholds to harmonize with existing regulations. All Shoreline Developments should be considered to be in the Sea Level Rise Overlay District.]

1. **Shoreline Development.** Any development lying in whole or in part within the San Francisco 100-foot Bay Buffer Zone or within the Creek 35-foot Buffer Zone.

[Size Threshold Option]⁴⁵

2. **New or Addition of Gross Floor Area.** New construction or expansion of one or more buildings that results in the addition of an aggregate gross floor area of [xx] or more square feet.
3. **Dwelling Units.** Any proposed project for the construction of [xx] or more Dwelling Units (but not including rehabilitation or alteration projects unless they result in a net increase of [xx] or more Dwelling Units).
4. **Change of Use.** The change of the permitted or conditionally permitted uses of a gross floor area of [xx] or more square feet.
5. **Substantial Improvement.**⁴⁶ The renovation, rehabilitation, or expansion of a building where the cost of work is greater than 50% of the appraised value of the building and that has, or will have after rehabilitation, a gross floor area of [xx] or more square feet.

[All Substantial Development Option]

6. **Substantial Construction.** Construction of a wholly new building, or removal or reconstruction of 50% or more of the exterior walls of a building.
7. **Substantial Improvement.**⁴⁷ The renovation, rehabilitation, or expansion of a building where the cost of work is greater than 50% of the appraised value of the building.

- C. **Exemption for Low-Density Residential Land Uses.** Single-family homes, duplexes, and low-density multi-family residential housing with less than [insert City/County-selected threshold] units shall only be subject to the following provisions within this Section (and exempt from all others):

1. Buffer Zone setback requirements, as set forth by Section XX.XX.050(D)(1) and (2).
2. Land rights/easement dedication over Buffer Zone area, consistent with the standards set forth by Section XX.XX.050(E)(2)(b).

XX.XX.040 LAND USE REGULATIONS AND ALLOWABLE USES

- A. **Land Use Regulations.** Regulations applicable to the underlying zone that are not in conflict with the provisions of this chapter shall apply. Provisions elsewhere in the Development Code also may apply.
- B. **Conditionally Permitted Uses.**⁴⁸ The following uses are discouraged within the Sea Level Rise Overlay District:
1. Emergency command centers/communications facilities.
 2. Emergency shelters.
 3. Fire stations.
 4. Hospitals and Health Care Facilities.
 5. Schools.
 6. Major Electrical and Natural Gas Distribution Facilities.
 7. Subsurface parking.

These uses can be conditionally permitted with the following additional requirement: an Adaptation Pathway shall be prepared by the applicant and reviewed by the approval body. The Adaptation Pathway shall demonstrate that the structure will be functional and accessible with ingress and egress for the lifetime of the structure and identify any adaptation measures that will need to be implemented as sea levels rise. Adaptation measures shall be conditions of approval on the project.

- C. **Permitted Uses.** Land uses permitted and conditionally permitted in the underlying zoning district not in conflict with the provisions of this chapter shall apply.

XX.XX.050 DEVELOPMENT STANDARDS

- A. **Lowest Floor Elevation.** For all properties within the Sea Level Rise Overlay District, the Lowest Floor elevation shall be the Base Flood Elevation (BFE) on the FEMA Flood Insurance Rate Map in effect at the time of the Application Date, plus at least 3 feet (Sea Level Rise Base Flood Elevation or SLR-BFE). Where no BFE exists, the Lowest Floor elevation shall be at least 3 feet above the existing grade. If the site is sloped, the average existing grade shall be used. Upon the completion of the structure, the Lowest Floor elevation shall be certified by a licensed professional engineer or licensed surveyor retained

RESIDENTIAL HOUSING

While many of the regulations set forth in this sample zoning text apply to larger development projects along the San Francisco Bay shoreline, many jurisdictions have a substantial amount of single-family and multi-family housing (density ranging from duplex to high-density) within shoreline or inland areas that are vulnerable to sea level rise and shallow groundwater rise. Depending on applicability thresholds adopted by local jurisdictions, additional modifications to address the smaller scale of single-family and low-density housing could be needed. Some approaches could include:

- Incentivize residential projects to implement optional resilience design guidelines;
- Optional or required floodproofing measures for new construction and additions; and
- Planning and construction of comprehensive shoreline infrastructure that protects residential neighborhoods and development, potentially funded via Community Benefits/ Development Agreements or Impact Fees.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

by the applicant and verified by the [City/County] building inspector to be properly elevated. Such certification shall be provided to the floodplain administrator.

1. **Exception Process.** Exceptions may be granted when there is no feasible way to accommodate Americans with Disabilities Act (ADA) access at the SLR-BFE due to site-specific constraints. Should an exception be granted, an Adaptation Pathway shall be prepared by the applicant and reviewed by the approval body. The Adaptation Pathway shall demonstrate that the building will be functional and accessible with ingress and egress for the lifetime of the structure and identify any adaptation measures that will need to be implemented as sea levels rise. Adaptation measures shall be conditions of approval on the project.
- B. **Building Height.** Building height within the Sea Level Rise Overlay District will be measured from the Sea Level Rise Base Flood Elevation (SLR-BFE).⁴⁹ [Note to City/County staff: This provision intends to provide relief from existing height measurement regulations for projects that are increasing site or Lowest Floor elevation to increase resilience to sea level rise. Depending on existing rules of measurement, this may or may not be necessary. Height maximums imposed by the Federal Aviation Administration (FAA) shall prevail when applicable.]
- C. **Floodproofing Critical Equipment.** Critical Equipment shall be elevated above the SLR-BFE or be dry floodproofed (per methods outlined by FEMA⁵⁰) to ensure operation during flood events.
- D. **Buffer Zones.**⁵¹ Buffer Zones are intended to provide space to accommodate and maintain built and Natural Infrastructure for flood protection, habitat restoration, and Public Access. Below- and above-grade encroachments that are not related to these uses are prohibited within Buffer Zones, unless otherwise allowed below.
 1. **San Francisco Bay Buffer Zone.** A Buffer Zone of 100 feet – at a minimum – from the San Francisco Bay Shoreline shall be developed and maintained as follows. A wider Buffer Zone to accommodate habitat migration shall be included where feasible.
 - a. **On San Francisco Bay.** A Buffer Zone of 100 feet – at a minimum – from the San Francisco Bay Shoreline is required to accommodate and maintain built and Natural Infrastructure for flood protection, habitat restoration, and Public Access consistent with guidelines of the San Francisco Bay Trail Project and BCDC Policies and Design Guidelines.
 - b. **On [Bay shoreline water bodies other than San Francisco Bay].** A

WHY 100 FEET FOR THE BAY BUFFER ZONE?

A Buffer Zone of 100 feet provides additional space for a higher water level in the Bay, as well as flexibility in the types of shoreline infrastructure that can be used to protect against storms and sea level rise. Rather than being limited to vertical sea walls, greater space allows infrastructure to include recreational features and more gradual slopes with shoreline habitat. Also, 100 feet generally aligns with the statutory provision that specifies BCDC's jurisdiction (although it is important to note that BCDC's Shoreline Band is not a buffer zone). A 100-foot Buffer Zone is a minimum standard, and jurisdictions are encouraged to include a Buffer Zone greater than 100 feet where feasible to provide greater flexibility for natural infrastructure and to accommodate habitat migration.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

Buffer Zone of 100 feet – at a minimum – from [Bay shoreline water bodies other than SF Bay] is required to accommodate and maintain built and Natural Infrastructure for flood protection, habitat restoration, and Public Access consistent with guidelines of the San Francisco Bay Trail Project and BCDC Policies and Design Guidelines.

- c. **Exception Process.** Below- and above-grade encroachments that are not related to infrastructure for flood protection, habitat restoration, and/or Public Access may be accommodated within the 100-foot Buffer Zones when the Buffer Zone would preclude development on a parcel or when there is no other feasible alternative, provided that the applicant provides a site plan by the Application Date demonstrating that their proposal does not encroach upon the space needed to accommodate and maintain a Resilience Infrastructure Project, habitat restoration, and Public Access required by the BCDC, and the [City/County] approves this determination in consultation with OneShoreline.
2. **Creek Buffer Zone.**⁵² A Buffer Zone of 35 feet – at a minimum – from the Top of Creek Bank is required to accommodate and maintain built and Natural Infrastructure for flood protection, habitat restoration, and Public Access. A wider Buffer Zone to accommodate habitat migration shall be included where feasible.
 - a. **Exception Process.** Below- and above-grade encroachments that are not related to infrastructure for flood protection, habitat restoration, and/or Public Access may be accommodated within the 35-foot Buffer Zones when the Buffer Zone would preclude development on a parcel or when there is no other feasible alternative, provided that the applicant provides a site plan by the Application Date demonstrating that their proposal does not encroach upon the space needed to accommodate and maintain a Resilience Infrastructure Project, habitat restoration, and Public Access required by the BCDC (if applicable), and the [City/County] approves this determination in consultation with OneShoreline.
3. **Public Access.** Public Access shall be provided and maintained within the Bay and Creek Buffer Zones based on [City/County]-adopted guidelines and BCDC Policies and Design Guidelines. Public Access within the Buffer Zones shall be provided in perpetuity, including dedicating appropriate access easements to the [City/County] at no cost to the public in the same manner that streets, park sites, and school sites are dedicated to the public as part of the subdivision process in cities and counties.

WHY 35 FEET FOR THE CREEK BUFFER ZONE?

Most cities in San Mateo County have creek setback requirements, though these predate the recent intensity and frequency of atmospheric rivers. Like with the 100-foot Bay Buffer Zone, OneShoreline's Creek Buffer Zone of 35 feet from the Top of Creek Bank (70 feet total in additional creek width when implemented on both sides) provides additional space and flexibility in the types of flood protection infrastructure that can be used to protect from increased storm runoff and sea level rise. A 35-foot Creek Buffer Zone is a minimum standard, and jurisdictions are encouraged to include a Buffer Zone greater than 35 feet where feasible to provide greater flexibility for natural infrastructure and to accommodate habitat migration.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

- E. **Shoreline Infrastructure.**⁵³ For properties within 100 feet of the San Francisco Bay Shoreline and [Bay shoreline water bodies other than SF Bay], new construction must contribute to regional shoreline infrastructure in **one of the following three ways**:
1. **New construction includes shoreline infrastructure built to a top, post-settlement elevation equal to the Bay Protection Standard (the FEMA BFE + 6 feet).** Shoreline infrastructure shall meet FEMA’s requirements for accreditation (conforming to Title 44, Section 65.10 of the Code of Federal Regulations or a similar relevant Title and Section of the Code, if updated), as certified by a licensed professional engineer retained by the applicant.
 2. **New construction includes shoreline infrastructure built to a top, post-settlement elevation equal to the FEMA BFE + 3.5 feet.** Shoreline infrastructure shall meet FEMA’s requirements for accreditation (conforming to Title 44, Section 65.10 of the Code of Federal Regulations or a similar relevant Title and Section of the Code, if updated), as certified by a licensed professional engineer retained by the applicant. **In addition to meeting this interim elevation requirement, the applicant shall also meet the following requirements:**
 - a. Providing a detailed plan to guide how the [City/County] and/or OneShoreline can build to the Bay Protection Standard later within the context of the proposed development site plan; and
 - b. Providing land rights/an easement to the [City/County] associated with the Bay and Creek Buffer Zones that enables the [City/County] and/or OneShoreline to build to the Bay Protection Standard within the easement.
 3. **New construction does not include any shoreline infrastructure.** The applicant shall meet the following requirements, which include:
 - a. Providing a detailed plan to guide how the [City/County] and/or OneShoreline

FEES AND FINANCIAL MEASURES

If a developer along the Bay does not construct shoreline infrastructure as part of its development, then in addition to requiring space and land rights for that infrastructure, jurisdictions could impose a requirement for developers to fund that infrastructure through the following methods:

- **In-lieu fees** would be based on the cost to the City/County of building the required shoreline infrastructure if a development project does not privately construct it.
- **Impact fees** could be proportionally assessed on new developments vulnerable to Future Conditions to fund construction or expansion of shoreline infrastructure identified on an agency’s Capital Improvements Project (CIP) list.
- **Community Benefits** could be negotiated via Development Agreements to design, construct, or fund shoreline infrastructure projects.

While an in-lieu fee amount would be directly related to the cost of shoreline infrastructure not provided by a development, an impact fee could be assessed more broadly based on development projects in an area that would benefit from shoreline protection. Community benefits, on the other hand, are more flexible, do not require nexus findings, and could be negotiated to fund all phases of shoreline infrastructure.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

can build to the Bay Protection Standard later within the context of the proposed development site plan; and

- b. Providing land rights/an easement to the [City/County] associated with the Bay Buffer Zone + 50 feet and the Creek Buffer Zone + 10 feet that enables the [City/County] and/or OneShoreline to build to the Bay Protection Standard within the easement.
- F. **Natural Infrastructure.**⁵⁴ Shoreline infrastructure shall evaluate the use or restoration of natural features and ecosystem processes – such as tidal marshes, eelgrass, mudflats, beaches, and oyster reefs – and incorporate these features to the greatest extent feasible to conserve ecosystem values and functions, which benefit people and wildlife.
1. **Bay Protection Standard Exception Process for Natural Infrastructure.** If the applicant provides a site-specific coastal hazard analysis prepared by a licensed professional engineer retained by the applicant demonstrating meaningful wave-reduction and/or flood protection benefits from the use of Natural Infrastructure on the site and the [City/County] approves this determination in consultation with OneShoreline, local reductions to the Bay Protection Standard may be allowed. The coastal hazard analysis shall be a condition of approval on the project.
- G. **Additional Requirements for Shoreline Barriers.** If the project proposes to use barriers as part of shoreline infrastructure, the following requirements shall apply:
1. **Protecting Sensitive Habitat.** Shoreline barriers shall be designed to protect sensitive habitat, consistent with existing Federal, State, and Local regulatory requirements, and prioritize habitat connectivity.
 2. **Shoreline Barrier Location.** The centerline of the top of the shoreline barrier shall be located as far landward as possible within the Buffer Zone to protect from rising Bay waters, protect sensitive habitat and provide space for habitat migration.
 3. **Accounting for Rising Groundwater in Barrier Stability.** Seepage from shallow groundwater resulting from future sea level rise, which can impact the stability of shoreline barriers put in place to protect from sea level rise, shall be considered in the design of any shoreline barriers.
 4. **Accounting for Rising Groundwater Inland of Barrier.**⁵⁵ Management of rising groundwater on the inboard side of the proposed barrier shall be considered in the design of any shoreline barriers. This especially applies to strategies that break the connection between the Bay and the inland areas (e.g., cutoff walls), which could limit inland shallow groundwater rise due to sea level rise, but also exacerbate groundwater rise due to extreme precipitation by preventing the natural outmigration of groundwater toward the Bay.
 5. **Stormwater Conveyance Through Barriers.** Stormwater pipes that are on the Bayside of a barrier can become pathways for flooding behind the barrier. This stormwater conveyance infrastructure should be designed (e.g., through elevations, backflow valves, tide gates) such that backflow is prevented during a Bay water level equivalent to the Base Flood Elevation (BFE) defined by FEMA plus 6 feet (Bay Protection Standard).

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

6. **Pedestrian Connectivity.** Shoreline barriers and associated grading shall be designed to support pedestrian connections and meet Americans with Disabilities Act (ADA) requirements over the life of the project.

H. Trail Connectivity

1. **San Francisco Bay Access.** Any property within the jurisdiction of the BCDC shall be required to provide, as a part of the on-site landscaping plan and shoreline infrastructure, connectivity improvements by constructing a new or improved portion of the Bay Trail along the site, including improving access to the Bay Trail from and through the site. The trail shall be consistent with specifications of the [City/County] Public Works Department, San Francisco Bay Trail Project guidelines, and BCDC Policies and Design Guidelines. Each such trail segment shall connect directly to the trail segment of adjacent properties.
2. **Creek Access.** Any property within 35 feet of [name specific flood-prone creeks] shall be required to provide, as a part of the on-site landscaping plan, an improved public-access trail along the top of the bank for the portion of the creek bank on the site. The trail shall be consistent with specifications of the [City/County] Public Works Department and BCDC Policies and Design Guidelines where applicable. Each such trail segment shall connect directly to the termination of the publicly accessible trail segment along the shoreline (e.g., the Bay Trail) or the creek bank on each adjacent property.
3. **Exception Process.** If it is demonstrated to the satisfaction of [City/County] staff that publicly accessible trails along the Bay or creek meeting the requirements above are not feasible due to unique site constraints or conflict with BCDC Policies and Design Guidelines, the applicant may propose an alternative Public Access benefit.

THE NEED TO UPDATE STORMWATER STANDARDS

Recent atmospheric river storms have demonstrated that stormwater drainage standards based on historical rainfall data will not protect people and property going forward. The proposed stormwater drainage template provisions in Section XX.XX.0501 seek to incorporate anticipated changes in precipitation and extreme storm events into drainage requirements as climate change progresses. This template language was developed based on consultation with multiple cities on their current requirements and a review of all 12 Bayside city municipal codes, as well as the following resources: [Climate Adaptation Risk Analysis for the San Mateo Countywide Sustainable Streets Master Plan](#), [County Draft Drainage Manual](#), the Water Board's C.3 Requirements in [the latest reissuance of the Municipal Regional Permit](#), [California's Fourth Climate Change Assessment](#), [recent academic literature](#), and [local stream gage data from December 2022 and January 2023 storms](#). While these references – particularly the Climate Adaptation Risk Analysis for the Sustainable Streets Master Plan – provide a good first-order estimate for Future Conditions, additional work is needed to develop a more robust dataset for future precipitation and volume calculations to inform improved standards. OneShoreline plans to facilitate a dedicated, accelerated effort – in partnership with the cities, County, the City/County Association of Governments of San Mateo County – to update relevant data and establish improved meaningful and implementable standards to address the new reality around stormwater impacts.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

- I. **Stormwater Drainage:** Changes in hydrology due to climate change, including changes in extreme precipitation events like atmospheric rivers, shall be incorporated into the design of any new stormwater drainage infrastructure.
 1. **Peak Flow Rate and Volume Control Design Criteria.**⁵⁶ The post-development stormwater runoff peak flow rate and volume must be less than or equal to the undeveloped stormwater runoff peak flow rate and volume at each point of discharge from the project parcel, unless an alternative discharge point is otherwise approved by [City/County] staff. Peak flow rate and volume calculations showing existing and future discharge rates must be submitted for review and approval.
 - a. **Undeveloped Conditions Assumptions.** If undeveloped conditions of the project site are unknown, a runoff coefficient of $C=0.3$ shall be used for undeveloped peak flow calculations, per the County of San Mateo Draft Drainage Manual.⁵⁷
 - b. **Design Storm.** New and/or substantial private construction shall use the future 10-year design storm for all runoff peak flow and volume calculations, using the “Median (RCP 8.5)” scenario from the Climate Adaptation Risk Analysis for the San Mateo Countywide Sustainable Streets Master Plan.⁵⁸
 - c. **Storm Duration.**⁵⁹ New and/or substantial private construction shall use at least a 6-hour storm duration for all runoff peak flow and volume calculations. If the time of concentration for the tributary drainage area for which the calculations are being performed is greater than 6 hours, then the storm duration shall be at least equal to the time of concentration.
 - d. **Rainfall Intensity.** New and/or substantial private construction shall use rainfall intensity data derived from the rainfall depth data, using the “Median (RCP 8.5)” scenario from the Climate Adaptation Risk Analysis for the San Mateo Countywide Sustainable Streets Master Plan.⁶⁰
 2. **Stormwater Management Feature.**⁶¹ If it is determined that the post-development runoff peak flow rate and/or volume exceeds the undeveloped runoff peak flow and/or volume for any point of discharge, an on-site Stormwater Management Feature must be designed and incorporated into proposed new and/or substantial private construction to reduce runoff peak flow rate and volume to undeveloped conditions.
 - a. **Natural Features.**⁶² Stormwater Management Features shall evaluate the use or restoration of natural features and ecosystem processes – such as vegetated swales, open space retention areas, and preservation of existing trees and vegetation – and incorporate these features to the greatest extent feasible to conserve ecosystem values and functions, which benefit people and wildlife.
 - b. **Stormwater Storage Factor of Safety.**⁶³ If new and/or substantial private construction proposes to use storage of stormwater as a Stormwater

NATURAL STORMWATER MANAGEMENT FEATURES

The [Green Infrastructure Design Guide](#), issued by the San Mateo Countywide Water Pollution Prevention Program in 2020 (particularly in Chapter 2), provides a useful overview of green infrastructure measures and opportunities that can be incorporated into Stormwater Management Features to maximize the use or restoration of natural features and ecosystem processes.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

5. **Incorporating Future Conditions into Design of Pump Stations.** Pump stations proposed in new and/or substantial private construction shall be designed to withstand flooding from future storms and sea level rise for the life of the project. Elevations of power supplies, motor starters, stand-by generation or any other electrical or mechanical equipment shall be above the Sea Level Rise Base Flood Elevation (SLR-BFE).
- J. **Exceptions.** The [City Council/County Board of Supervisors] shall have the authority to allow exceptions to particular standards in this section, provided that the applicant provides a site plan by the Application Date demonstrating that their proposal does not inhibit the [City/County's] ability to establish resilience to Future Conditions for this site and surrounding properties.

XX.XX.o6o PERFORMANCE STANDARDS

- A. **Bay Access Maintenance.** All areas improved for Public Access within the jurisdiction of the BCDC shall be maintained by the property owner and shall be available to the public in perpetuity, as determined by BCDC. Therefore, as existing access is impacted by Future Conditions over the life of the project, Public Access within BCDC jurisdiction should either be modified to remain viable, or equivalent access should be provided, consistent with BCDC direction.⁷²
- B. **Shoreline Infrastructure Maintenance.**⁷³ As a condition of project approval, the applicant shall execute an agreement with the [City/County] identifying the landowner's ongoing maintenance obligations for any shoreline infrastructure approved as part of the development and granting a maintenance easement to the [City/County] for maintenance of any additional shoreline infrastructure that is constructed by the [City/County] and/or OneShoreline later. Where applicable, this agreement shall be consistent with conditions outlined in BCDC's permit language.
- C. **Shoreline Infrastructure Determination of Compliance.**⁷⁴ Prior to issuance of a Building Permit, a licensed professional engineer retained by the applicant shall certify that the design, specifications, and plans for the construction of any shoreline infrastructure are in accordance with FEMA's requirements in Title 44, Section 65.10 of the Code of Federal Regulations (or a similar relevant Title and Section of the Code, if updated) as of the Application Date.
- D. **Topographic Data Collection.**⁷⁵ Applicant shall submit two topographic surveys of the property, such as a LiDAR or field survey, prepared by a licensed professional land surveyor: one within 12 months of the Application Date and prior to construction, and one after completion of site grading, but prior to Certificate of Occupancy. Such surveys shall be at the landowner or applicant's expense and shall be conducted in consultation with [City/County] staff to be approved as compliant with [City/County] survey standards.
- E. **Real Estate Disclosure of Hazards.**⁷⁶ In any contract for the sale of real estate located in the Sea Level Rise Overlay District indicated on the current Sea Level Rise Overlay Map adopted by the [City/County], the seller shall include in the contract a real estate disclosure of all hazards associated with anticipated sea level rise, geologic hazards, groundwater inundation, or coastal and fluvial flooding. Any site-specific analyses related to sea level rise must also be disclosed in real estate transactions.⁷⁷

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

XX.XX.070 ADDITIONAL FINDINGS

Prior to the decision-making body approving a [permit type—CUP/design permit/etc.], all of the following findings must be made with respect to the application, in addition to findings required by Chapter[s] [XX].

- A. The project is consistent with General Plan goals and policies [list specifics as applicable] regarding resilience to Future Conditions.
- B. The project building and site design will withstand Future Conditions during the life of the project – or provide a site plan by the Application Date demonstrating that their proposal does not inhibit the [City/County’s] ability to establish resilience to these impacts for this site and surrounding properties.
- C. The project site design will not increase impacts from Future Conditions to existing development on nearby properties.
- D. The project’s landscaping, site design, and grading plan supports pedestrian connections and meets Americans with Disabilities Act (ADA) requirements.
- E. The project enhances – or, at a minimum, demonstrates no adverse impact to – natural habitat, recreational, and Public Access opportunities within and adjacent to the site.

SHALLOW GROUNDWATER RISE OVERLAY DISTRICT

XX.XX.010 DEFINITIONS

- A. **Application Date:** The Application Date is the date a complete application is accepted by the [City/County], which is distinct from the date the application is deemed complete.
- B. **Adjacent:** Directly abutting, having a boundary or property line(s) in common or bordering directly, or contiguous to.
- C. **Buffer Zone:** Space to accommodate and maintain built and Natural Infrastructure for flood protection, habitat restoration, and Public Access off the San Francisco Bay Shoreline, Bay shoreline water bodies other than San Francisco Bay, and creeks. A wider Buffer Zone to accommodate habitat migration shall be included where feasible.
 - i. **San Francisco Bay Buffer Zone:** Minimum of 100 feet from the San Francisco Bay Shoreline, as defined in XX.XX.010.G.
 - ii. **Bay shoreline water bodies other than San Francisco Bay:** Minimum of 100 feet from the San Francisco Bay Shoreline, as defined in XX.XX.010.G.
 - iii. **Creek Buffer Zone:** Minimum of 35 feet from the Top of Creek Bank, as defined in XX.XX.010.H.
- D. **Future Conditions:** Anticipated increases in flooding, sea level rise, and shallow groundwater rise due to climate change. This definition intentionally does not specify a time horizon for “future” (e.g., “mid-century” or “end-of-century”), given the wide range of potential outcomes by

LIMITED AMENDMENT APPROACH

The findings shown in Section XX.XX.070 could also be incorporated into existing Use Permit or Design Permit Review Findings in-lieu of creating a new overlay zone.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

the end of the century due to uncertainty in future greenhouse gas emissions and their geophysical effects.

- E. **Natural Infrastructure:**⁷⁸ The use or restoration of natural ecological systems or processes to reduce vulnerability to climate change related hazards while increasing the long-term adaptive capacity of coastal and inland areas. This includes, but is not limited to, the conservation, preservation, or sustainable management of any form of aquatic or terrestrial vegetated open space, such as beaches, dunes, tidal marshes, reefs, seagrass, parks, rain gardens, and urban tree canopies. It also includes engineered systems and practices that use or mimic natural processes – such as permeable pavement, bioswales, and ecotone levees – to conserve ecosystem values and functions, which benefit people and wildlife.
- F. **Public Access:**⁷⁹ Consistent with BCDC Policies and Design Guidelines, Public Access includes physical access such as Bay shoreline trails, access to those trails from other locations, as well as visual public access to the Bay from other public spaces. Public Access also includes services and amenities that encourage Bay-related activities, such as plazas, parking spaces, landscaping, site furnishings, overlooks, and viewing opportunities along the shoreline.
- G. **Resilience Infrastructure Project:** A Resilience Infrastructure Project is a sea level rise adaptation project along San Mateo County’s San Francisco Bay Shoreline or along the tidally-influenced reaches of creeks and other waterbodies that is built to the Bay Protection Standard. The implementation of this Standard can be realized in phases, as long as Buffer Zones and easements are provided now through at the development approval process.
- H. **San Francisco Bay Shoreline:** As defined by Government Code Section 66610, which is the statutory provision of the BCDC’s originating law (the McAteer-Petris Act⁸⁰) that specifies BCDC’s jurisdiction.
- I. **Top of Creek Bank:** The line connecting all the points where there is substantial grade change between the creek bank and the property as determined by the applicant’s engineer and subject to the review and approval of the [City/County] Engineer. Where a fully channelized waterway exists, Top of Creek Bank is the highest edge of the engineered channel.

XX.XX.020 PURPOSE AND INTENT

The Shallow Groundwater Rise Overlay District is intended to protect the community from existing and future threats from the response of shallow groundwater to sea level rise, including buoyancy, seepage, infiltration, liquefaction, corrosion, and contaminant mobilization hazards, by establishing regionally coordinated regulations addressing these hazards. While the impacts of rising groundwater on our built and natural environments are emerging fields of study, it is clear that shallow groundwater rise is one of the most consequential impacts of sea level rise and the best available science indicates that low-lying communities located inland from the Bay could experience flooding impacts from rising shallow groundwater long before sea level rise overtops the Bay shoreline.⁸¹ Therefore, incorporating resilience to shallow groundwater rise into the siting and building of new development and substantial improvement projects now will avoid the much more difficult and costly effort to modify these assets later. The specific purposes of the Shallow Groundwater Rise Overlay District are to:

- A. Increase awareness and understanding of the impacts of shallow groundwater rise, which are anticipated to occur earlier and farther inland than coastal overland flooding;⁸²
- B. Minimize damage to and destruction of life and property;
- C. Establish development standards that are aligned across jurisdictions to ensure synchronized resilience on a regional scale in San Mateo County;
- D. Sustain the viability of built assets in the anticipated areas impacted by shallow groundwater rise over their proposed project life;
- E. Incentivize the use of Nature Infrastructure in adapting to the impacts of shallow groundwater rise ; and
- F. Establish standards consistent with the guiding principles and objectives of OneShoreline.

HAZARDS FROM SHALLOW GROUNDWATER RISE

While this overlay district does not capture all potential hazards resulting from rising groundwater, it seeks to address the following key hazard types including:

- **Buoyancy:** Rising groundwater can exert buoyant forces on foundations, buried utility lines, pipes, roads, and other infrastructure, causing these structures to float or shift.
- **Seepage/Infiltration:** Subsurface structures and utilities can be subject to flooding via groundwater seepage through permeable places in the walls/floor or infiltration through pipe cracks/joints.
- **Liquefaction:** Loose and saturated soils can behave like a liquid during an earthquake.
- **Corrosion:** An increase in groundwater salinity can worsen corrosive effects.
- **Contaminant Mobilization:** Sea level rise may change or accelerate the movement of contaminated groundwater plumes.

XX.XX.030 APPLICABILITY

A. Geography.

1. **Shallow Groundwater Rise Overlay District Boundaries.** The provisions of this Section [XX] shall apply to all areas of the [City/County] within the Shallow Groundwater Rise Overlay District. The Shallow Groundwater Rise Overlay District includes the area identified in the Our Coast, Our Future Hazard Map⁸³ that may experience shallow (water table between 1-2m depth) to emergent (water table at surface) groundwater with 6.6 feet of sea level rise, assuming a moderate groundwater flow factor⁸⁴ (based on modeling results from the U.S. Geological Survey⁸⁵).
2. **Shallow Groundwater Rise Overlay District Map.** The [City/County] Shallow Groundwater Rise Overlay District Map (GW Map) was adopted by the [City Council/County Board of Supervisors] based on the criteria in subsection (1) of this section to provide community resilience to shallow groundwater rise. The GW Map may be revised by the [City Council/County Board of Supervisors] based on updates to sea level rise and shallow groundwater rise science and monitoring results. The applicable GW Map to a development application shall be the GW Map currently in effect at the time of the Application Date.
3. **Parcel Applicability.** Any parcel with a portion of land located within the Shallow Groundwater Rise Overlay District, as defined in subsection (1) and illustrated by the GW Map in subsection (2), shall be considered to be within the Shallow Groundwater Rise Overlay District and the regulations of this section shall apply to the entirety of the parcel.
4. **Additional Areas.** In addition, the [City/County] Engineer or Community and Economic Development Director may require that standards of the Shallow Groundwater Rise Overlay District apply to properties outside the Overlay District based on maps and other studies, which document the existence of potential groundwater-related hazards (e.g., liquefaction) that warrant evaluation.
5. **Appeals.** The [City/County] Engineer or Community and Economic Development Director shall make interpretations, where needed, as to the exact boundaries of the Shallow Groundwater Rise Overlay District. If the groundwater-related hazard information on which the boundaries of the Overlay District are based does not reflect actual site conditions, the [City/County] Engineer or Community and Economic Development Director may determine that a location is within or outside the Overlay District, based on site-specific data provided by a licensed professional surveyor or licensed professional engineer. The [City/County]'s determination may be appealed to the [Board of Appeal] under the provisions of Section [Appeal Chapter/Section] of this Code.

OVERLAPPING GEOGRAPHY OF OVERLAY DISTRICTS

As illustrated in the OneShoreline's online [Map of Future Conditions](#), the Shallow Groundwater Rise Overlay District overlaps with the Sea Level Rise Overlay District in many geographic areas. Should a project be located in both the Sea Level Rise Overlay District and the Shallow Groundwater Rise Overlay District, the standards of both Districts must be met.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

- B. **Project Type.** The provisions of this Section [XX] shall apply to the following project types within the Shallow Groundwater Rise Overlay District boundaries:

[Note to City/County staff: Two options are provided for consideration in this section, one of which relies upon a size threshold and the other of which relies upon wall demolition. Both options include thresholds based on improvement cost relative to building value, which is consistent with FEMA standards for the floodplain ordinance. City and County staff should consider this as a menu of options and select the most appropriate thresholds to harmonize with existing regulations.]

1. **Shoreline Development.** Any development lying in whole or in part within the San Francisco 100-foot Bay Buffer Zone or within the Creek 35-foot Buffer Zone.

[Size Threshold Option]⁸⁶

2. **New or Addition of Gross Floor Area.** New construction or expansion of one or more buildings that results in the addition of an aggregate gross floor area of [xx] or more square feet.
3. **Dwelling Units.** Any proposed project for the construction of [xx] or more Dwelling Units (but not including rehabilitation or alteration projects unless they result in a net increase of [xx] or more Dwelling Units).
4. **Change of Use.** The change of the permitted or conditionally permitted uses of a gross floor area of [xx] or more square feet.
5. **Substantial Improvement.**⁸⁷ The renovation, rehabilitation, or expansion of a building where the cost of work is greater than 50% of the appraised value of the building and that has, or will have after rehabilitation, a gross floor area of [xx] or more square feet.

[All Substantial Development Option]

6. **Substantial Construction.** Construction of a wholly new building, or removal or reconstruction of 50 % or more of the exterior walls of a building.
 7. **Substantial Improvement.**⁸⁸ The renovation, rehabilitation, or expansion of a building where the cost of work is greater than 50% of the appraised value of the building.
- C. **Exemption for Low-Density Residential Land Uses.** Single-family homes, duplexes, and low-density multi-family residential housing with less than [insert City/County-selected threshold] units shall be exempt from the provisions within this Section.

XX.XX.040 DEVELOPMENT STANDARDS

- A. **Future Conditions in Design Groundwater Levels.**⁸⁹ When geotechnical investigations are conducted, a design groundwater level is recommended based on historical maximum groundwater conditions. Given that historical conditions are no longer a reliable predictor of future groundwater levels, project design shall consider a higher design groundwater level that is representative of projected Future Conditions with at least 6 feet of sea level rise, based on a site-specific geotechnical study (or – in the absence of such a study – modeling results from the U.S. Geological Survey⁹⁰). The design groundwater level shall assume a moderate groundwater flow factor⁹¹ if local data on the groundwater or geology characteristics are unknown.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

- B. **Creek Buffer Zone.**⁹² Preserving and creating open space adjacent to existing channels increases flexibility for future modifications to increase channel capacity for groundwater flows in addition to stormwater runoff. Therefore, a Buffer Zone of 35 feet – at a minimum – from the Top of Creek Bank is required to accommodate changing groundwater conditions, as well as accommodate and maintain built and Natural Infrastructure, habitat restoration, and Public Access. A wider Buffer Zone to accommodate habitat migration shall be included where feasible.
1. **Exception Process.** Below- and above-grade encroachments that are not related to infrastructure for flood protection, habitat restoration, and/or Public Access may be accommodated within the 35-foot Buffer Zones when the Buffer Zone would preclude development on a parcel or when there is no other feasible alternative, provided that the applicant provides a site plan by the Application Date demonstrating that their proposal does not encroach upon areas of future emergent groundwater, and does not encroach upon the space needed to construct a Resilience Infrastructure Project, habitat restoration, and Public Access required by the BCDC (if applicable), and the [City/County] approves this determination in consultation with OneShoreline.
- C. **Natural Infrastructure.**⁹³ Measures incorporated into the project that will mitigate seasonal and permanent rising groundwater impacts shall evaluate the use or restoration of natural features and ecosystem processes – such as siting open spaces to allow more groundwater and stormwater detention – and incorporate these features to the greatest extent feasible to conserve ecosystem values and functions, which benefit people and wildlife.
- D. **Contaminated Sites**⁹⁴ New and/or substantial construction on contaminated sites shall account for impacts of rising shallow groundwater on contaminant mobilization in project design and all steps of the site remediation process, in coordination with the relevant agencies responsible for the remediation plan for the site. This shall be documented in a vulnerability assessment and adaptation plan, which will also include a groundwater monitoring plan.
- E. **Liquefaction.** New and/or substantial construction sited in “High” or “Very High” Liquefaction Susceptibility areas in the Bay Area Liquefaction Susceptibility Map provided by the U.S. Geological Survey⁹⁵ shall account for liquefaction hazards and the impacts of rising shallow groundwater on liquefaction severity in project design. Sites most sensitive to increases in liquefaction susceptibility caused by sea level rise are those located on artificial fill around the Bay Area margins where the water table is already shallow.

ONGOING CHANGES TO REMEDIATION REGULATIONS

Many current remediation regulations from the State Water Resources Control Board (SWRCB), San Francisco Bay Regional Water Quality Control Board (SFBRWQCB), or Department of Toxic Substances Control (DTSC) do not account for a rising groundwater table and require updates that are currently underway. SFBRWQCB recently revised its waste discharge requirements to require Bayfront landfills to identify strategies for landfill protection from both sea level and shallow groundwater rise ([Order No. R2-2022-0031](#)) and DTSC recently released its [Sea Level Rise Guidance for Project Managers](#), which requires Responsible Parties to account for SLR across all phases of project cleanup.

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

- F. **Belowground Structures.**⁹⁶ Impacts from shallow groundwater rise shall be considered and mitigated in the design of subsurface parking structures, foundations, basements, and other underground structures, which can be subject to destabilization, corrosion, infiltration, and increased buoyancy with shallow groundwater. Mitigation strategies can include constructing slab-on-grade foundations, conducting regular inspections, and utilizing corrosion-inhibiting materials.
- G. **Subsurface Utilities and Stormwater.**⁹⁷ Impacts from shallow groundwater rise shall be considered and mitigated in the design of new subsurface utilities, including sewer, stormwater, and underground electrical systems.
1. **Pump Stations.** Pump station capacity shall account for anticipated increases in infiltration to the stormwater system from shallow groundwater rise over the pump station's anticipated service life.
 2. **Green Infrastructure.** Impacts from shallow groundwater rise shall be considered and mitigated in the design of green infrastructure, as projects designed to current groundwater levels may not function as well when shallow groundwater rises nearer to the ground surface. Underdrains connected to the stormwater system can help ensure green infrastructure installations continue to function even if rising groundwater levels slow infiltration rates.
- H. **Roadway Subgrades.**⁹⁸ To avoid roadway deterioration due to shallow groundwater rise, new and/or substantial construction involving roadway design shall incorporate mitigation measures, such as pavement structural modifications to the base-layer materials and/or AC thickness modification, to avoid premature pavement failure.
- I. **Exceptions.** The [City Council/County Board of Supervisors] shall have the authority to allow exceptions to particular standards in this section, provided that the applicant provides a site plan by the Application Date demonstrating that their proposal does not inhibit the [City/County's] ability to establish resilience to Future Conditions for this site and surrounding properties.

XX.XX.050 PERFORMANCE STANDARDS

- A. **Geotechnical Data Collection.** Applicant shall submit representative, site-specific boring data and an associated geotechnical study, prepared by a licensed professional geotechnical engineer, within 12 months of the Application Date and prior to building permit issuance. This study shall be at the landowner or applicant's expense and shall be conducted in consultation with [City/County] staff to be approved as compliant with [City/County] standards.
- B. **Topographic Data Collection.**⁹⁹ Applicant shall submit two topographic surveys of the property, such as a LiDAR or field survey, prepared by a licensed professional land surveyor: one within 12 months of the Application Date and prior to construction, and one after completion of site grading, but prior to Certificate of Occupancy. Such surveys shall be at the landowner or applicant's expense and shall be conducted in consultation with [City/County] staff to be approved as compliant with [City/County] survey standards.
- C. **Vulnerability Assessment and Mitigation.** Based on the geotechnical data collected onsite, the applicant shall submit an assessment of the project's vulnerability to shallow groundwater rise along with a list of measures incorporated into the project that will

III. TEMPLATE LANGUAGE FOR ZONING AMENDMENTS

monitor and mitigate seasonal and permanent rising groundwater impacts, including buoyancy, seepage, infiltration, liquefaction, corrosion, and contaminant mobilization hazards. Measures shall include any applicable measures set forth by XX.XX.040 Development Standards at a minimum.

- D. **Real Estate Disclosure of Hazards.**¹⁰⁰ In any contract for the sale of real estate located in the Shallow Groundwater Rise Overlay District indicated on the current Shallow Groundwater Rise Overlay Map adopted by the [City/County], the seller shall include in the contract a real estate disclosure of all hazards associated with anticipated shallow groundwater rise, including buoyancy, seepage, infiltration, liquefaction, corrosion, and contaminant mobilization hazards. Any site-specific analyses related to shallow groundwater rise must also be disclosed in real estate transactions.¹⁰¹

CHAPTER IV | PROJECT REVIEW CHECKLIST

OneShoreline development review comments are based on the criteria below, which closely follow the provisions set forth in the Sea Level Rise and Shallow Groundwater Rise Overlay Districts in Chapter III. City or County staff are highly recommended to review and incorporate into their review of private development projects seeking jurisdictional approvals.

IMPLEMENTATION CAN START TODAY

The Project Review Checklist in Chapter 4 and Standard Conditions of Approval in Chapter 5 can be incorporated into a City or County review of projects currently in the entitlement process today, regardless of whether general plan and zoning code updates have been adopted.

1. **Project Type**

- a. Is the project a substantial construction or improvement project¹?
 - i. If no, end review.
 - ii. If yes, then proceed with Step 1b.
- b. Is the project a low-density residential land use²?
 - i. If no, then proceed with Step 2.
 - ii. If yes, then review for/encourage compliance with the following Sea Level Rise Overlay District Development Standards (and exempt from all others in Steps 2, 3, 4, and 5 below):
 1. [XX.XX.050D. Buffer Zones](#)
 2. Land rights/easement dedication over Buffer Zone area, consistent with the standards set forth by [Section XX.XX.050\(E\)\(2\)\(b\)](#).

2. **Is any portion of the parcel owned by OneShoreline or located in a Flood Zone, right of way, or other area managed or controlled by OneShoreline?**

- a. If no, then proceed with Step 3.
- b. If yes, then review for/require compliance with the following Development Standards:
 - [XX.XX.050D. Buffer Zones](#)
 - [XX.XX.050I Stormwater Drainage](#)

3. **Is any portion of the parcel located in the Sea Level Rise Overlay District³?**

- a. If no, then proceed with Step 4.

¹ Substantial construction is defined as the construction of a wholly new building, while substantial improvement is defined as the renovation, rehabilitation, or expansion of a building where the cost of work is greater than 50% of the appraised value of the building (per FEMA, 44 CFR 59.1).

² Single-family homes, duplexes, and low-density multi-family residential housing with less than 25 units.

³ See relevant layer in [OneShoreline Map of Future Conditions](#) at [OneShoreline.org/Planning-Guidance](#). The Sea Level Rise Overlay District includes the area identified in the [Our Coast, Our Future Hazard Map](#) as the 100-year flood plus 6.6 feet of sea level rise (based on [modeling results](#) from the U.S. Geological Survey).

IV. PROJECT REVIEW CHECKLIST

- b. If yes, then review for/encourage compliance with the following Sea Level Rise Overlay District Development Standards:
 - [XX.XX.050A. Lowest Floor Elevation](#)
 - [XX.XX.050C. Floodproofing Critical Equipment](#)
 - [XX.XX.050D. Buffer Zones](#)
 - [XX.XX.050E. Shoreline Infrastructure](#)
 - [XX.XX.050H. Trail Connectivity](#)
 - [XX.XX.050I. Stormwater Drainage](#)
- c. If yes, then review for/encourage compliance with the following Sea Level Rise Overlay District Performance Standards:
 - [XX.XX.060A. Bay Access Maintenance](#)
 - [XX.XX.060B. Shoreline Infrastructure Maintenance](#)
 - [XX.XX.060C. Shoreline Infrastructure Determination of Compliance](#)
 - [XX.XX.060D. Topographic Data Collection](#)

4. **Is any portion of the parcel located in the Shallow Groundwater Rise Overlay District⁴?**

- a. If no, then proceed with Step 5.
- b. If yes, then review for/encourage compliance with the following Shallow Groundwater Rise Development Standards:
 - [XX.XX.040A. Future Conditions in Design Groundwater Levels](#)
 - [XX.XX.040B. Creek Buffer Zone](#)
 - [XX.XX.040C. Natural Infrastructure](#)
 - [XX.XX.040D. Contaminated Sites](#)
- c. If yes, then review for/encourage compliance with the following Shallow Groundwater Rise Overlay District Performance Standards:
 - [XX.XX.050A. Geotechnical Data Collection](#)
 - [XX.XX.050B. Topographic Data Collection](#)
 - [XX.XX.050C. Vulnerability Assessment and Mitigation](#)
- d. Is any portion of the parcel located in “High” or “Very High” Liquefaction Susceptibility areas⁵?
 - i. If no, then proceed with next step.
 - ii. If yes, then review for/encourage compliance with Shallow Groundwater Rise Development Standard [XX.XX.040E. Liquefaction](#)
- e. Does the project include any subsurface structures or utilities?
 - i. If no, then proceed with next step.

⁴ See relevant layer in [OneShoreline Map of Future Conditions](#) at [OneShoreline.org/Planning-Guidance](#). The Shallow Groundwater Rise Overlay District includes the area identified in the [Our Coast, Our Future Hazard Map](#) that may experience shallow (water table between 1-2m depth) to emergent (water table at surface) groundwater with 6.6 feet of sea level rise, assuming a [moderate groundwater flow factor](#) (based on [modeling results](#) from the U.S. Geological Survey).

⁵ Based on areas illustrated in the Bay Area Liquefaction Susceptibility Map provided by the U.S. Geological Survey ([Where can liquefaction happen: Bay Area susceptibility map](#)).

IV. PROJECT REVIEW CHECKLIST

- ii. If yes, then review for/encourage compliance with the following Shallow Groundwater Rise Development Standards:
 - [XX.XX.040F. Belowground Structures](#)
 - [XX.XX.040G. Subsurface Utilities and Stormwater](#)
 - f. Does the project include any roadway construction?
 - i. If no, proceed with next step.
 - ii. If yes, then review for/encourage compliance with Development Standard [XX.XX.040H. Roadway Subgrades](#)
- 5. Is any portion of the parcel located in the FEMA Special Flood Hazard Area⁶?**
- a. If no, then complete review.
 - b. If yes, then review for/encourage compliance with the following Sea Level Rise Overlay District Performance Standards:
 - [XX.XX.050A. Lowest Floor Elevation](#)
 - [XX.XX.050C. Floodproofing Critical Equipment](#)
 - [XX.XX.050D. Buffer Zones](#)
 - [XX.XX.050I. Stormwater Drainage](#)

⁶ See relevant layer in [OneShoreline Map of Future Conditions](#) at [OneShoreline.org/Planning-Guidance](#).

CHAPTER V | STANDARD CONDITIONS OF APPROVAL

The following Chapter provides template Conditions of Approval (COAs) based on the provisions set forth in the Sea Level Rise and Shallow Groundwater Rise Overlay Districts in Chapter III. The applicability of the COA to projects located in the Sea Level Rise Overlay District are indicated by [SLRO]; COA applicability to projects in the Shallow Groundwater Rise Overlay District are indicated by [SGRO]. As described in Chapter III (Section XX.XX.030(C)), Low-density Residential Housing is exempt from most requirements, but COAs 4 and 11 have been developed to address the limited requirements applicable to Low-density Residential Housing.

GENERAL

1. [SLRO] Any shoreline infrastructure shall be eligible to be accredited by FEMA and conforming to Title 44, Section 65.10 of the Code of Federal Regulations or a similar relevant Title and Section of the Code, if updated.
2. [SLRO; For Exceptions to Lowest Flood Elevation provision XX.XX.050(A)(1)] The project shall implement all adaptation measures identified by the approved Adaptation Pathway to ensure that the building will be functional and accessible with ingress and egress for the lifetime of the structure.
3. [SLRO] Public Access shall be provided and maintained within the shoreline and creek Buffer Zones based on [City/County]-adopted guidelines and BCDC Policies and Design Guidelines. Public Access within the Buffer Zones shall be provided in perpetuity, including dedicating appropriate access easements to the [City/County] at no cost to the public in the same manner that streets, park sites, and school sites are dedicated to the public as part of the subdivision process in cities and counties.
4. [SLRO and SGRO; Low-density Residential Housing] Below- and above-grade encroachments that are not related to infrastructure for flood protection, habitat restoration, and/or Public Access are prohibited within Buffer Zones.
5. [SLRO] The areas and improvements within the [XX] square-foot Public Access shall be permanently maintained by and at the expense of the property owner or their assignees. Such maintenance shall include, but is not limited to: repairs to all path surfaces; replacement of any plant materials that die or become unkempt; repairs or replacement as needed of any Public Access amenities such as signs, benches, trash containers, and lights; periodic cleanup of litter and other materials deposited within the access areas; removal of any encroachments into the access areas; assurance that the Public Access signs remain in place and visible; and repairs to any Public Access areas or improvements that are damaged by future subsidence or uneven settlement, flooding, or inundation caused by sea level rise, including raising land elevations or redesigning Public Access features to protect and ensure the usability of the Public Access areas and improvements at all times. Within 30 days after notification by [City/County] and/or BCDC staff, the property owner shall correct any maintenance deficiency noted in a staff inspection of the

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- site. The permittees shall obtain approval by or on behalf of the BCDC of any maintenance that involves more than in-kind repair and replacement.
6. [SLRO and SGRO] Applicant shall submit a property maintenance and management plan for the entire property, which shall include but not be limited to:
 - a. General cleaning of litter and debris on-site.
 - b. Maintenance of all exterior building materials.
 - c. Maintenance of all landscaping.
 - d. Maintenance of all stormwater treatment and drainage measures.
 - e. Maintenance of all shoreline infrastructure.
 - f. Maintenance of all Public Access.
 7. [SLRO] The applicant shall submit a Comprehensive Master Signage Plan with clear Public Access signage.

PRIOR TO GRADING PERMIT ISSUANCE

8. [SLRO; If located in BCDC's jurisdiction] The project shall receive approval from BCDC prior to grading permit issuance.
9. [SLRO] The peak flow rate and volume calculations showing existing and future discharge rates shall be submitted for review and approval to demonstrate that post-development stormwater runoff peak flow rate and volume is less than or equal to the undeveloped stormwater runoff peak flow rate and volume at each point of discharge from the project parcel, unless an alternative discharge point is otherwise approved by [City/County] staff.
10. [SLRO] For new and/or substantial private construction that displaces floodwaters, certification is required from a licensed professional engineer retained by the applicant that compensatory storage is provided and that no reduction in floodway conveyance through the property or effect to adjacent properties will result. A floodplain hydraulic study prepared by a licensed professional engineer retained by the applicant or alternative report/information shall be submitted by the applicant verify compliance with compensatory storage requirements.

PRIOR TO BUILDING PERMIT ISSUANCE

11. [SLRO and SGRO; Low-density Residential Housing] Land rights or an easement shall be dedicated to the [City/County] associated with the Bay and Creek Buffer Zones to enable the [City/County] and/or OneShoreline to build to the Bay Protection Standard within the easement.
12. [SLRO] A licensed professional engineer retained by the applicant shall certify that the design, specifications, and plans for the construction of shoreline infrastructure are in accordance with FEMA's requirements in Title 44, Section 65.10 of the Code of Federal Regulations (or a similar relevant Title and Section of the Code, if updated) as of the Application Date.
13. [SLRO] The applicant shall execute a long-term maintenance agreement with the City/County, covering ownership and maintenance of the Public Access areas, landscaping, and streetscaping.

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14. [SLRO] The applicant shall execute an agreement with the [City/County] identifying the landowner's ongoing maintenance obligations for any shoreline infrastructure approved as part of the development, and granting a maintenance easement to the [City/County] for maintenance of any additional shoreline infrastructure that is constructed by the [City/County] and/or OneShoreline later, if required.
15. [SLRO; For applicants that opt to meet an alternative set of requirements set forth by XX.XX.050(E)(2)] The applicant shall provide a detailed plan to guide how the [City/County] and/or OneShoreline can build to the Bay Protection Standard later within the context of the proposed development site plan; and provide land rights/an easement to the [City/County] associated with the Bay and Creek Buffer Zones that enables the [City/County] and/or OneShoreline to build to the Bay Protection Standard within the easement.
16. [SLRO; For applicants that opt to meet an alternative set of requirements set forth by XX.XX.050(E)(3)] The applicant shall provide a detailed plan to guide how the [City/County] and/or OneShoreline can build to the Bay Protection Standard later within the context of the proposed development site plan; and provide land rights/an easement to the [City/County] associated with the Bay Buffer Zone + 50 feet and the Creek Buffer Zone + 10 feet that enables the [City/County] and/or OneShoreline to build to the Bay Protection Standard within the easement.
17. [SLRO] The applicant shall dedicate a Public Access easement over any trails or parks included in the project to meet Municipal Code Requirements. The term of the easement shall be in perpetuity.
18. [SGRO] The applicant shall submit an assessment of the project's vulnerability to shallow groundwater rise along with a list of measures incorporated into the project that will monitor and mitigate seasonal and permanent rising groundwater impacts, including buoyancy, seepage, infiltration, liquefaction, corrosion, and contaminant mobilization hazards. Measures shall include any applicable measures set forth by XX.XX.040 Development Standards at a minimum.
19. [SGRO] The applicant shall submit current, representative, and site-specific boring data and an associated geotechnical study, prepared by a licensed professional geotechnical engineer, prior to Building Permit issuance. This study shall be at the landowner or applicant's expense and shall be conducted in consultation with [City/County] staff to be approved as compliant with [City/County] standards.

PRIOR TO CERTIFICATE OF OCCUPANCY

20. [SLRO and SGWRO] The applicant shall record a real estate disclosure of all hazards associated with anticipated flooding, sea level rise, and shallow groundwater rise with the San Mateo County Clerk. Any site-specific analyses related to these hazards must also be disclosed in real estate transactions.
21. [SLRO] Applicant shall submit a topographic survey of the property, such as a LiDAR or field survey, prepared by a licensed professional land surveyor after completion of site grading and prior to Certificate of Occupancy. Such survey shall be at the landowner or applicant's expense and shall be conducted in consultation with [City/County] staff to be approved as compliant with [City/County] survey standards.

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22. [SLRO; For applicants who meet Shoreline Infrastructure requirements of Section XX.XX.050(E)(1) or (2)] A licensed professional engineer or land surveyor shall certify that the top, post-settlement elevation of the shoreline infrastructure meets the elevation requirements of Section XX.XX.050(E)(1) or Section XX.XX.050(E)(2).
23. [SLRO] The Lowest Floor elevation shall be certified by a licensed professional engineer or licensed surveyor retained by the applicant and verified by the [City/County] building inspector to be properly elevated in accordance with the Sea Level Rise Base Flood Elevation requirements set forth by Section XX.XX.050(A). Such certification shall be provided to the floodplain administrator.

GLOSSARY

Adaptation Pathway:¹⁰² An adaptation pathway is a decision-making tool comprised of a sequence of manageable steps or decision points in response to climate change impacts over time. Each step on the adaptation pathway is triggered by some measurable, environmentally driven change (e.g., high tide rises beyond a certain elevation, more than two flood events in a 12-month period) and results in incremental progress toward resilience over the asset's project life.

Buffer Zone: Space to accommodate and maintain built and Natural Infrastructure for flood protection, habitat restoration, and Public Access off the San Francisco Bay Shoreline, Bay shoreline water bodies other than San Francisco Bay, and creeks. A wider Buffer Zone to accommodate habitat migration shall be included where feasible.

- i. **San Francisco Bay Buffer Zone:** Minimum of 100 feet from the San Francisco Bay Shoreline
- ii. **Bay shoreline water bodies other than San Francisco Bay:** Minimum of 100 feet from the San Francisco Bay Shoreline
- iii. **Creek Buffer Zone:** Minimum of 35 feet from the Top of Creek Bank

Critical Equipment: Critical Equipment means building equipment, instrumentation, controls, or systems whose malfunction or failure would likely result in a high-consequence event that would compromise the safety of those in the building, or whose proper operation is required to mitigate the consequences of such an event.

Critical Facilities:¹⁰³ Critical facilities are elements of the infrastructure that support essential services in a society, including hospitals, fire stations, police stations, storage of critical records, communications systems, major electrical and natural gas distribution facilities, water and waste-water treatment facilities, and similar land uses. These facilities should be sited and designed to a higher standard of protection so that they can continue to function and provide services during and after hazard events.

Future Conditions: Anticipated increases in flooding, sea level rise, and shallow groundwater rise due to climate change. This definition intentionally does not specify a time horizon for "future" (e.g., "mid-century" or "end-of-century"), given the wide range of potential outcomes by the end of the century due to uncertainty in future greenhouse gas emissions and their geophysical effects.

Habitat Restoration:¹⁰⁴ The rehabilitation of the physical, chemical, or biological characteristics of a site with the goal of returning the majority of natural functions to lost or degraded native habitat.

Lowest Floor:¹⁰⁵ The lowest floor of the lowest enclosed area of a building (including basement).

Natural Infrastructure:¹⁰⁶ The use or restoration of natural ecological systems or processes to reduce vulnerability to climate change related hazards while increasing the long-term adaptive capacity of coastal and inland areas. This includes, but is not limited to, the conservation, preservation, or sustainable management of any form of aquatic or terrestrial vegetated open space, such as beaches, dunes, tidal marshes, reefs, seagrass, parks, rain

V. STANDARD CONDITIONS OF APPROVAL

gardens, and urban tree canopies. It also includes engineered systems and practices that use or mimic natural processes – such as permeable pavement, bioswales, and ecotone levees – to conserve ecosystem values and functions, which benefit people and wildlife.

NAVD88: The North American Vertical Datum of 1988 (NAVD88) is the vertical datum for orthometric heights established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. A vertical datum is a reference system used by surveyors, engineers, and mapping professionals to measure and relate elevations to the Earth's surface. Using a fixed reference point as a baseline (i.e., a zero-elevation point), elevation values can be consistently measured and compared among various maps and surveys.

Public Access.¹⁰⁷ Consistent with BCDC Policies and Design Guidelines, Public Access includes physical access such as Bay shoreline trails, access to those trails from other locations, as well as visual public access to the Bay from other public spaces. Public Access also includes services and amenities that encourage Bay-related activities, such as plazas, parking spaces, landscaping, site furnishings, overlooks, and viewing opportunities along the shoreline.

San Francisco Bay Shoreline: As defined by Government Code Section 66610, which is the statutory provision of the BCDC's originating law (the McAteer-Petris Act¹⁰⁸) that specifies BCDC's jurisdiction.

Substantial Construction: Construction of a wholly new building, or removal or reconstruction of 50 percent or more of the exterior walls of a building; change to accessory structures is not included in this definition.

Substantial Improvement:¹⁰⁹ The renovation, rehabilitation, or expansion of a building where the cost of work is greater than 50% of the appraised value of the building.

Top of Creek Bank: The line connecting all the points where there is substantial grade change between the creek bank and the property as determined by the applicant's engineer and subject to the review and approval of the [City/County] Engineer. Where a fully channelized waterway exists, Top of Creek Bank is the highest edge of the engineered channel.

Vulnerable Community: Vulnerable communities experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts. These disproportionate effects are caused by physical (built and environmental), social, political, and/ or economic factor(s), which are exacerbated by climate impacts. These factors include, but are not limited to, race, class, sexual orientation and identification, national origin, and income inequality.¹¹⁰

Zone VE: Zone VE is the FEMA flood insurance rate zone that corresponds to the 1% annual chance (or 100-year) coastal floodplain that have additional hazards associated with storm waves. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

Zone AE: Zone AE is the FEMA flood insurance rate zone that corresponds to the 1% annual chance (or 100-year) floodplains. Base flood elevations derived from detailed hydraulic analyses are shown at selected intervals within these zones.

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- ¹⁵ Referenced in Title 44, Section 59 of the Code of Federal Regulations.
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San Mateo County Flood and Sea Level Rise Resiliency District
Agenda Report

Date: June 26, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Approve the Fiscal Year 2023-24 Operating Budget, Flood Zones Budget, and Capital Projects Budget

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) approve the proposed Fiscal Year 2023-24 Operating Budget, Flood Zones Budget, and Capital Projects Budget.

Background and Discussion:

At the last Board meeting on May 22, 2023, we discussed the District’s current fiscal year (FY2022-23) budgets and drafts of the upcoming fiscal year (FY2023-24) budgets to lay the groundwork for Board approval on June 26 of the FY 2023-24 budgets that reflect our staffing and priorities for the next fiscal year beginning on July 1st. At this Board meeting, we will discuss in detail the proposed budgets attached to this Agenda Report, and I will seek Board approval of those budgets.

The Operating Budget the first three years has included three annual contributions by all twenty cities within San Mateo County, which was matched by the County itself, to support the District’s start-up period. While the District has engaged in substantial organizational and project activities over the past 3½ years, we have consistently held District operating expenses below the annual expenses originally estimated. For the 2022-23 fiscal year, with significant help from a State grant championed by former Assemblymember Kevin Mullin and from additional County funding, the District will again have a surplus, and anticipates concluding the fiscal year with \$3.1 million in reserves. As was discussed at the May 22 Board meeting and will be discussed on June 26, growing this reserve is critically important because at this time the District has no long-term guaranteed funding stream for its operations.

Due to additional County funding via Measure K and a continuation of the State grant, the District again expects operating revenues to exceed expenses in the next fiscal year, this time by approximately \$1.4 million. The proposed Operating Budget, included as Attachment 1 to this Agenda Report, will be discussed at this Board meeting.

Included as Attachment 2 to this Agenda Report is the proposed FY2023-24 Budget for Active Flood Zones. In this budget, the two largest expense categories for the Colma Creek Flood Zone are for the planning, design, and construction of maintenance projects and for the debt service on bond funding that the County used to pay for previous capital projects along Colma Creek. The largest expense in the San Bruno Zone is for the planning, design, and construction costs to maintain the District owned pump stations. The largest expense in the San Francisquito Zone is our annual contribution as a member of the San Francisquito Creek Joint Powers Authority.

Included as Attachment 3 to this Agenda Report is the proposed FY2023-24 Capital Projects Budget, which lists revenues and expenses related to closeout, maintenance, and operations of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project and costs associated with the design and CEQA compliance of the Millbrae and Burlingame Shoreline Area Protection and Enhancement Project. If other capital efforts we are exploring require District funding this year, this can be accomplished through a mid-year Board amendment to the Capital Projects Budget.

Impact on District Resources: None

Attachments: Draft Fiscal Year 2023-24 Budgets: 1) Operating, 2) Flood Zones, and 3) Capital Projects

San Mateo County Flood & Sea Level Rise Resiliency District
Operating Budget
Proposed for Fiscal Year 2023-24

| Budget Item | Proposed Amount |
|--|------------------|
| REVENUE | |
| County Contributions * | 2,091,605 |
| State Grants | 1,180,000 |
| Interest Earned | 25,200 |
| Total Revenue | 3,296,805 |
| EXPENSES | |
| <i>Personnel</i> | |
| Salary and Related Costs | 824,884 |
| Medicare and Social Security | 53,303 |
| Retirement Benefits | 122,861 |
| Medical, Dental, Vision Benefits | 86,181 |
| Workers' Comp., Unemployment, and Disability Ins. | 7,741 |
| Personnel Expenses | 1,094,969 |
| Portion of Personnel costs reallocated to Flood Zones and capital projects | (140,000) |
| Net Personnel Expenses | 954,969 |
| <i>Operations & Support</i> | |
| Office Lease and Supplies | 135,600 |
| Computers and Software | 15,265 |
| Advertising and Legal Notices | 1,000 |
| Meetings, Memberships, and Prof. Development | 34,848 |
| Contract - Legal Services | 70,000 |
| Contract - Audit Services | 63,550 |
| Contract - Admin and Financial Services | 70,100 |
| Contract - Projects | 547,500 |
| Outreach | 50,000 |
| Liability and Property Ins. | 9,000 |
| Misc. Expenditures | 7,000 |
| Total Operations and Support Expenses | 1,003,863 |
| Portion of Operations & Support costs reallocated to Flood Zones | (98,780) |
| Net Operations and Support Expenses | 905,083 |
| Total Expenses | 1,860,052 |
| Total Revenue minus Total Expenses | 1,436,753 |
| Estimated carryover of prior FY fund balance | 3,144,234 |
| Estimated reserves at conclusion of FY2023-24 | 4,580,987 |

* \$1.75M in Measure K Grant Revenue subject to approval by the San Mateo County Board of Supervisors in late June 2023

San Mateo County Flood & Sea Level Rise Resiliency District

Flood Zones Budget

Proposed for Fiscal Year 2023-24

| Budget Item | Colma Creek | San Bruno Creek | San Francisco Creek |
|--|-------------------|------------------|---------------------|
| REVENUE | | | |
| Taxes (Secured Property) | 5,075,653 | 406,114 | 468,590 |
| Rent and Interest Income | 196,550 | 22,400 | 6,154 |
| Inter-governmental Revenue | 97,375 | 961 | 941 |
| Total Revenue | 5,369,578 | 429,475 | 475,685 |
| EXPENSES | | | |
| General Administration of Flood Zones | 150,450 | 85,749 | 24,650 |
| Operations Costs Reallocated to Flood Zones | 48,200 | 41,000 | 14,300 |
| Maintenance Planning, Design & Construction | 2,194,500 | 353,700 | 20,500 |
| Capital Projects Planning, Design & Construction | 0 | 75,000 | 0 |
| Debt Service on a Bond | 1,498,875 | 0 | 0 |
| Annual Contribution to SFCJPA | 0 | 0 | 422,773 |
| Liability and Property Insurance | 9,000 | 13,000 | 0 |
| Total Expenses | 3,901,025 | 568,449 | 482,223 |
| Total Revenue minus Total Expenses | 1,468,553 | (138,974) | (6,538) |
| Reserves from prior fiscal year | 32,766,399 | 3,537,707 | 1,139,546 |
| Estimated Reserves at end of FY2023-24 | 34,234,952 | 3,398,733 | 1,133,008 |

San Mateo County Flood & Sea Level Rise Resiliency District

Capital Projects Budget

Proposed for Fiscal Year 2023-24

| PROJECT | REVENUE | | | EXPENSES |
|--|-------------------|---|------------------|------------------|
| | Local governments | State or Federal (through local partners) | Total | |
| Bayfront Canal & Atherton Channel (BCACP) * | | 218,066 | 218,066 | |
| Consultant Contracts | | | | 89,160 |
| Construction Contracts | | | | 231,000 |
| District Staff Time | | | | 35,000 |
| Total | <u>0</u> | <u>218,066</u> | <u>218,066</u> | <u>355,160</u> |
| Burlingame-Millbrae-SFO Shoreline | | 2,161,748 | 2,161,748 | |
| Consultant Contracts | | | | 2,064,548 |
| District Staff Time | | | | 97,200 |
| Total | <u>0</u> | <u>2,161,748</u> | <u>2,161,748</u> | <u>2,161,748</u> |
| Total of Capital Projects | <u>0</u> | <u>2,379,814</u> | <u>2,379,814</u> | <u>2,516,908</u> |

* Estimated reserves of \$205,766 available for continued BCACP maintenance and mitigation monitoring after July 1, 2024

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

Date: June 26, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Second Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority (“SFCJPA”) – continued from the April 24, 2023 Board meeting

Recommendation

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) approve the Second Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority (“Second Amended SFCJPA Agreement”). This item was discussed at the April 24, 2023 Board meeting, at which time the Board decided to consider the item following approval of the Second Amended SFCJPA Agreement by the governing bodies other Member Entities. As of mid-June, this Agreement has now been approved by all other Member Entities, specifically the city councils of East Palo Alto, Menlo Park, and Palo Alto, and the Board of Directors of the Santa Clara Valley Water District.

Background and Discussion

Effective May 18, 1999, five public entities organized and operated under the laws of the State of California – the cities of East Palo Alto, Menlo Park, Palo Alto, the Santa Clara Valley Water District, and the San Mateo County Flood Control District (“Member Entities”) – formed the San Francisquito Creek Joint Powers Authority (“SFCJPA”) under a Joint Powers Agreement (“SFCJPA Agreement”).

The SFCJPA Agreement was first amended effective January 1, 2020 to reflect the fact that State legislation enacted in 2019 had caused the San Mateo County Flood Control District to no longer exist and simultaneously established the San Mateo County Flood and Sea Level Rise Resiliency District as an independent special district. Aside from that change, the SFCJPA Agreement had not been revised since it was approved 24 years ago despite the fact that there have been updates to laws, guidelines, and standards and changes in the SFCJPA’s practices.

Over the course of the past two years, staff from the Member Entities reviewed drafts, provided multiple rounds of analysis, edits, and comments, and agreed to the Second Amended SFCJPA Agreement, a copy of which is enclosed with this agenda packet. The Second Amended SFCJPA Agreement must be approved by all Member Entities, including our Board, in order to take effect.

Revisions in the Second Amended SFCJPA Agreement include:

- Text that reflects the current nature of SFCJPA activities, including that the SFCJPA:
 - secures and administers funds for its operations and projects rather than relies on Member Entity funds,
 - develops and maintains projects rather than simply plans them,
 - creates recreational opportunities in addition to restoring the environment, and
 - enhances the ability of emergency response agencies to respond to flooding.
- Text that reflects the current nature of SFCJPA administrative practices (such as hiring staff and board roles);
- Clarification of SFCJPA authority regarding land acquisition, explicitly allowing for eminent domain if the Member Entity where the eminent domain would occur adopts a resolution consenting to the Authority’s exercise of eminent domain within its jurisdiction;
- Clarification of language regarding authorization of SFCJPA budget and capital projects;
- Deletion of text stating that legal counsel of a Member Entity may be designated legal counsel for SFCJPA;
- Modernization and simplification of language for clarity;
- Addition of now-standard clauses common to local government agreements; and
- Format reconciliation.

Impact on District Resources: There is no impact on District resources associated with approval of the Second Amended and Restated Joint Powers Agreement for the SFCJPA.

Attachment: Second Amended and Restated Joint Powers Agreement for the SFCJPA

**SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

FOR THE

**SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY**

AMENDED AND RESTATED

as of

_____, 2023

**SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR
THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY**

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SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY

This Second Amended and Restated Agreement Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority (Agreement) is made by and among the City of East Palo Alto, the City of Menlo Park, the City of Palo Alto, the San Mateo County Flood and Sea Level Rise Resiliency District, and the Santa Clara Valley Water District (each a Member Entity and collectively, the Member Entities), all of which are public entities organized and operating under the laws of the State of California, and each of which is a public agency as defined in California Government Code section 6500. This Agreement is effective upon full execution by all Member Entities (Effective Date).

RECITALS

- A. The Joint Exercise of Powers Act, Government Code sections 6500 et seq. (JPA Law), permits two or more local public entities by agreement to jointly exercise any power common to them.
- B. Following years of effort to address environmental and flooding concerns related to the watershed and floodplain of San Francisquito Creek (encompassing approximately 50 square miles from the Santa Cruz Mountains to San Francisco Bay), and soon after the flood of record in 1998 damaged approximately 1,700 properties, the Member Entities established the San Francisquito Creek Joint Powers Authority (Authority) pursuant to that certain “Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority,” dated as of May 18, 1999, to collectively contribute resources and implement policies and projects of mutual interest relating to the primary natural features that unite them, including the San Francisquito Creek.
- C. The Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority, dated as of May 18, 1999, was thereafter revised pursuant to the Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority, Amended and Restated as of January 1, 2020.
- D. Each Member Entity agrees to contribute resources and funding towards implementation of projects of mutual interest and benefit relating to San Francisquito Creek and San Francisco Bay shoreline.
- E. The governing body of each Member Entity has determined that it is in the Member Entity’s best interest and the public interest that this Second Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority be executed.

NOW, THEREFORE, the Member Entities, by, between and among themselves, in consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows:

1. Creation of the San Francisquito Creek Joint Powers Authority

Pursuant to the JPA Law, the Member Entities create a public agency, separate and apart from the Member Entities to be known as the San Francisquito Creek Joint Powers Authority (Authority). Pursuant to Government Code section 6508.1, the debts, liabilities,

and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this Agreement. A Member Entity may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. For purposes of, and to the extent required by, Government Code section 6509, in exercising its powers, the Authority shall be subject to the restrictions upon the manner of exercising the powers of the City of Menlo Park, except as otherwise authorized or permitted by the JPA Law.

2. Purposes

This Agreement is entered into by Member Entities under the JPA Law for the following purposes:

- a. Develop and maintain projects to reduce the risk of flooding in and around San Francisquito Creek.
- b. Develop and maintain projects to reduce the risk of coastal flooding from along the San Francisco Bay shoreline.
- c. Maintain, restore, enhance the environment, and create recreational opportunities, where possible, in implementing the other purposes stated herein.
- d. Provide regional information related to flood preparedness and emergency response agencies and others to enhance their ability to communicate about and respond to flood risks.
- e. Secure and administer funding for the benefit of the Authority's operations, capital projects, and related work.

3. Parties to Agreement

Withdrawal or expulsion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity's intent to contract with the Member Entities then remaining. Pursuant to Assembly Bill 825 (Chapter 292, Statutes of 2019), which amended the San Mateo County Flood Control District Act to provide for the San Mateo County Flood and Sea Level Rise Resiliency District, the Member Entities agree that the San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) is the entity formerly known as the San Mateo County Flood Control District, and as such is subject to the terms and conditions of this Agreement.

4. Term of Agreement

This Agreement continues in full force until terminated in accordance with paragraph 17. Termination and Distribution.

5. Powers of the Authority

The Authority shall have all powers common to the Member Entities, and such additional powers granted to it by law, necessary to fulfill the purposes of this Agreement. The Authority, through its Board of Directors, is authorized to do all acts necessary to fulfill

the purposes of this Agreement referred to in paragraph 2. Purposes including, but not limited to, each of the following:

- a. Make and enter into contracts;
- b. Incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the Authority shall be a debt, liability, or obligation of a Member Entity except as separately agreed to by a Member Entity;
- c. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- d. Acquire, hold, and dispose of real property, including, without limitation, the power to convey real property to a Member Entity, as deemed appropriate by the Authority's Board of Directors, and as accepted by the Member Entity, provided, however, that the Authority shall not exercise the power of eminent domain in the jurisdiction of a Member Entity unless the Member Entity adopts a resolution consenting to the Authority's exercise of eminent domain within its jurisdiction.
- e. Sue and be sued in its own name;
- f. Contract with independent consultants and contractors;
- g. Receive, collect, and disburse monies;
- h. Hire staff in conformance with an approved operating budget;
- i. Assign, delegate, or contract with a Member Entity or third party to perform any of the Authority's duties including, but not limited to, acting as administrator for the Authority; and
- j. Exercise all other powers and carry out other duties as necessary and proper to fulfill the provisions of this Agreement.

6. Member Entity Approvals and Responsibilities

Each Member Entity has the approval authority, obligations, and responsibilities set forth in this Agreement. The Member Entities retain the following powers:

- a. The designation of each Member Entity's Director and alternate as specified in paragraph 9. Board of Directors;
- b. Approval of an amendment to this Agreement as specified in paragraph 19. Amendments;
- c. Approval of the Member Entity's funding or other contribution for a capital project as specified in paragraph 7. Capital Project Participation; and
- d. Approval of the Member Entity's contribution to the annual budget of the Authority as specified in paragraph 12. Operating Budget.

7. Capital Project Participation

The Authority may approve a contract for a capital project or any discrete phase of a capital project in accordance with the following conditions:

- a. The Authority's Board of Directors has determined that the Authority will have the funds necessary to pay for that capital project or that discrete phase of the project being approved; and
- b. Any funding or other contribution from a Member Entity to that capital project or to that discrete phase of the capital project has been approved by the Member Entity's governing body or designee. Each Member Entity shall have the right to determine independently whether to participate in any capital project.

8. Membership

Member Entities may be added to the Authority by amending this Agreement, as described in paragraph 19. Amendments, and Member Entities may withdraw or be expelled, as described in paragraph 15. Withdrawal and paragraph 16. Expulsion.

9. Board of Directors

- a. **Directors.** There shall be a Board of Directors to govern the Authority. The Board of Directors shall be comprised of one Director designated by each Member Entity. Each Director shall have one vote on the Board of Directors. Each Director shall have an alternate designated by the governing body of each Member Entity. No two Directors and no two Alternate Directors shall be from the same governing body of any Member Entity.
- b. **Alternates.** All references in this Agreement to a Director refer to and include the Director's alternate, when acting in place of a Director.
- c. **Compensation.** Directors are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in connection with serving as a Director.
- d. **Term.** The term of office of a Director shall terminate when such person ceases to be a member of the governing body of the Member Entity or the Member Entity designates another Director and/or alternate to serve.
- e. **Powers.** The powers of the Board of Directors are each of the powers of the Authority not specifically reserved to the Member Entities by this Agreement. No Action of the Authority shall be effective or binding unless and until such action has been authorized by the Board of Directors and either 1) is consistent with the budget approved by the Board of Directors pursuant to paragraph 12. Operating Budget, or 2) complies with paragraph 7. Capital Project Participation.
- f. **Meetings.** The Board of Directors shall hold at least one regular meeting each year, at which time the Board of Directors shall elect its officers pursuant to paragraph 10. Officers. The Board of Directors shall fix the date, hour, and place at which each regular meeting is to be held. To the extent practicable, each Board of Directors meeting shall be held in Northern Santa Clara County or Southern San Mateo County. The Chair presides at all meetings. A special

meeting may be called upon written request by the Chair or at least two Directors.

- g. **Brown Act.** Each regular, adjourned regular, or special meeting of the Board of Directors shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code §54950, et seq.).
- h. **Notices, Agendas, Minutes.** The Board of Directors shall appoint or hire a Clerk of the Board of Directors who shall be responsible for preparing minutes of each regular and special meeting of the Board of Directors, and issuing notices and agendas in accordance with the law.
- i. **Quorum.** No business may be transacted by the Board of Directors without a quorum of members of the Board of Directors being present except that less than a quorum may adjourn from time to time. A quorum consists of a majority of the members of the Board of Directors.
- j. **Action of the Board of Directors.** Except as otherwise specified in this Agreement, or required by law, any action of the Board of Directors shall require a vote of a majority of the Directors.

10. **Officers**

- a. The officers of the Authority are the Chair, and Vice-Chair.
- b. The officers shall be elected or appointed by the Board of Directors at its first meeting of the calendar year unless delayed by an action of the Board of Directors.
- c. The term of office for Chair and Vice Chair shall be determined by a vote of the Board of Directors. The officers shall assume the duties of their offices upon being elected or appointed, as appropriate.
- d. If the Chair or Vice Chair ceases to be a member of the Board of Directors, the Board of Directors shall elect or appoint a new officer at the next regular meeting of the Board of Directors held after the vacancy occurs.

11. **Fiscal Year**

Each fiscal year of the Authority shall begin on July 1 of a calendar year and end on June 30 of the next following calendar year.

12. **Operating Budget**

- a. The Board of Directors shall adopt an annual operating budget, which shall be separate from the budget for any capital project of the Authority. The operating budget shall include the proposed contribution from each Member Entity and other sources of income for the fiscal year.
- b. The operating budget shall not be effective unless and until the governing body of each Member Entity approves that Member Entity's contribution to the operating budget.
- c. A Member Entity's contribution shall become due and payable to the Authority upon adoption of the annual operating budget by the Board of Directors and

approval of the Member Entity's contribution to the budget by that Member Entity's governing body.

13. Annual Audit and Audit Reports

The Board of Directors shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions, and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be filed no later than as required by State law. The Authority shall pay the cost of the financial audit from its annual operating budget in the same manner as other administrative costs.

14. Establishment and Administration of Funds

- a. **Accountability.** The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the establishment and administration of funds, in particular, Government Code §6505. The funds shall be accounted for on a full accrual basis.
- b. **Investment/Disbursement.** The Authority shall receive and disburse funds only in accordance with policies and procedures established by the Board of Directors and in conformity with applicable law.
- c. **Insurance/Bonds.** The Authority shall procure, carry and maintain, in full force and effect, at all times during the term of this Agreement, such insurance and bonds to protect the Authority and the Board of Directors, officers, employees, agents, and Member Entities, as deemed appropriate by the Board of Directors.
- d. **Depository and Auditor Controller.** The Board of Directors shall designate one of its officers, employees or a third party to perform all acts required by Government Code §6505 (regarding an annual audit), §6505.1 (regarding charge of and access to property), §6505.5 (regarding the depository and custodian of money), and §6505.6 (regarding independent audit where an officer or employee acts as treasurer, auditor, or both), as such laws are amended from time to time.

15. Withdrawal

- a. Member Entities may withdraw from the Authority for subsequent fiscal years by providing written notice to the Authority and each Member Entity on or before May 1 of any fiscal year. Withdrawal shall be effective on July 1 of the next fiscal year. This shall be the exclusive means by which a Member Entity may withdraw from the Authority.
- b. Any Member Entity that withdraws shall remain liable for any budget contributions or capital project participation approved before withdrawal.
- c. Any Member Entity that withdraws shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that Member Entity's performance or failure to perform the obligations assumed before the Member Entity withdraws from this Agreement. Any Member Entity that withdraws shall remain subject to the provisions of paragraph 21. Indemnification

with respect to any event or occurrence taking place before the Member Entity withdraws.

16. Expulsion

- a. The Authority may expel a Member Entity from the Authority by a four-fifths (4/5) vote of the Authority Board of Directors for a breach of this Agreement determined by the Board of Directors to be a material breach.
- b. Any Member Entity that has been expelled pursuant to this paragraph shall have no further liability or obligation pursuant to this Agreement after the effective date of such expulsion; except such Member Entity shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed before the Member Entity was expelled, including any budget contributions or capital project participation approved before expulsion.
- c. Any Member Entity that has been expelled shall remain subject to the provisions of paragraph 21. Indemnification with respect to any event or occurrence taking place before the Member Entity was expelled.

17. Termination and Distribution

- a. **Termination.** This Agreement shall continue until terminated. This Agreement may be terminated by the written consent of four-fifths (4/5) of the Member Entities. The Agreement may only be terminated after disposing of all claims, distribution of assets, and performance of all other functions necessary to conclude the obligations and affairs of the Authority.
- b. **Concluding Affairs.** The Board of Directors is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority, including for the disposition, division, or distribution of any property acquired as a result of the joint exercise of powers.
- c. **Surplus.** In the event that the Authority is terminated, any surplus money on deposit in any fund or account of the Authority shall be returned to Member Entities in proportion to the contributions made to that fund or account, as required by Government Code §6512.
- d. **Property.** All real property and any improvements thereon, that were owned by a Member Entity and contributed to the Authority shall be returned to the Member Entity, upon its approval, that contributed such property.
- e. **Member Entity Obligations.** In no event shall any funds or assets be distributed, divided or returned to a Member Entity until such Member Entity has either paid their share of all outstanding debts and obligations that were incurred while they were a Member Entity, or executed a contract with the Authority to pay for all outstanding debts and obligations that were incurred while they were a Member Entity.

18. Prohibition Against Assignment

No Member Entity may assign a right, claim, or interest it may have under this Agreement, and any such assignment shall be void. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, or asset of the Authority.

19. Amendments

This Agreement may only be amended by approval by the governing body for each and every Member Entity. A proposed amendment must be submitted to each Member Entity at least thirty (30) days in advance of the date on which it will be considered. An amendment is effective upon full execution by all Member Entities.

20. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

21. Indemnification

- a. Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member Entity, any member of the Board of Directors, and each officer, employee and agent of the Authority or Member Entities, for their actions taken within the scope of their duties while acting on behalf of the Authority.
- b. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Member Entities pursuant to Government Code Section 895.6, the Member Entities agree that all losses or liabilities incurred by a Member Entity shall not be shared pro rata but, instead, the Member Entities agree that, pursuant to Government Code Section 895.4, each Member Entity hereto shall fully indemnify and hold each of the other Member Entities, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Member Entity, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Member Entity pursuant to this Agreement. No Member Entity, nor any officer, board member, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Member Entity hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other Member Entity pursuant to this Agreement. The rights, duties, and obligations of the Member Entities as set forth above in this paragraph 21. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

22. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the

venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County or San Mateo County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

23. Counterparts

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

24. Agreement Complete

The foregoing constitutes the full and complete Agreement of the Member Entities. There are no oral understandings or agreements not set forth in writing herein.

25. No Third-Party Beneficiaries

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

26. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

27. Agreement Execution

Unless otherwise prohibited by law or policy of any Member Entity, the Member Entities agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology in compliance with the Electronic Signature Act (California Civil Code §1633).

28. Equal Opportunity

a. Equal Opportunity Employer

Each of the Member Entities is an equal opportunity employer and requires their contractors to have and adhere to a policy of equal opportunity and non-discrimination, including that such contractors will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional

development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Compliance with Applicable Equal Opportunity Laws

All equal opportunity and non-discrimination policies of Member Entity contractors must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

c. Investigation of Claims

Member Entity contractors must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Section 28. Contractors must conduct a fair, prompt, and thorough investigation of all allegations directed to the contractor by any Member Entity. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, the contractor must take prompt, effective action against the offender.

29. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives' addresses on file with the Authority. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives at their respective addresses.

IN WITNESS WHEREOF, the Member Entities hereto have executed this Agreement on the dates as set for the below.

(SIGNATURES TO FOLLOW ON SEPARATE PAGES)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

CITY OF MENLO PARK

By: _____
Name
Mayor

ATTEST:

By: _____
Name
City Clerk

APPROVE AS TO FORM:

City Attorney

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

CITY OF PALO ALTO

By: _____
Name
Mayor

ATTEST:

By: _____
Name
City Clerk

APPROVE AS TO FORM:

City Attorney

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

CITY OF EAST PALO ALTO

By: _____
Name
Mayor

ATTEST:

By: _____
Name
City Clerk

APPROVE AS TO FORM:

City Attorney

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

SANTA CLARA VALLEY WATER DISTRICT

By: _____
John L. Varela
Chair, Board of Directors

ATTEST:

By: _____
Michele L. King, CMC
Clerk, Board of Directors

APPROVE AS TO FORM:

District Counsel
J. Carlos Orellana

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____, 2023

**SAN MATEO COUNTY FLOOD AND
SEA LEVEL RISE RESILIENCY DISTRICT**

By: _____
Name
Chair, Board of Directors

ATTEST:

By: _____
Name
Clerk, Board of Directors

APPROVE AS TO FORM:

Brian Kulich
Lead Deputy County Counsel
General Counsel

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

Date: June 26, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Fiscal Year 2023-24 Water Pollution Control Service Charges Reports for Flood Zone One - Countywide and Flood Zone Two - City of Pacifica

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) adopt Resolution 2023-06-26-A and Resolution 2023-06-26-B:

1. Adopting the FY 2023-24 Water Pollution Control Service Charges Reports (“Charges Reports”) for Flood Control Zone One - Countywide (“Flood Zone One”) and Flood Control Zone Two - City of Pacifica (“Flood Zone Two”), respectively;
2. Directing staff to file the Charges Reports with the County Controller;
3. Authorizing the District Chief Executive Officer (“CEO”) to refund, and/or approve refunds of, any overcharges resulting from data, data entry, or computation errors; and
4. Authorizing the CEO to revise the Charges Reports as a result of any parcel changes received from the County Assessor and/or County Controller and to file the revised Charges Report with the County Controller.

Background and Discussion:

The District manages Flood Zone One, which applies countywide, and Flood Zone Two, which applies in the City of Pacifica. Assembly Bill 825 authorizes the District to place service charges for the Flood Zones on the property tax rolls so the charges can be collected through property tax bills.

Flood Zone One is a countywide zone formed in 1993 for the purpose of carrying out pollution control requirements related to municipal stormwater management mandated through the National Pollutant Discharge Elimination System permitting program (“NPDES”) administered by the State’s San Francisco Bay Regional Water Quality Control Board (“Regional Water Board”). The San Mateo County Stormwater Management Plan (“Plan”) was adopted as a Flood Zone One project and the City/County Association of Governments of San Mateo County (“C/CAG”) was authorized to assume responsibility for countywide compliance with the NPDES requirements through the Plan.

In 1994, at the request of the City of Pacifica (“Pacifica”), Flood Zone Two was formed for the purpose of financing NPDES pollution control requirements within Pacifica’s city limits. The boundaries of Flood Zone Two are contiguous with those of Pacifica.

In 1995, the County Board of Supervisors, acting as the Governing Board of the County Flood Control District, set charge rates for stormwater pollution control services in both Flood Zone One and Flood Zone Two. In 2001, at the request of C/CAG, the Flood Control District imposed additional fees in Flood Zone One to comply with stormwater pollution control requirements mandated by the Regional Water Board.

From 1995 through 2019, the Governing Board of the Flood Control District adopted annual resolutions (a) approving the Charges Reports based on the adopted rates for Flood Zone One and Flood Zone Two, and (b) authorizing the filing of the Charges Reports with the County Controller so that the charges could be placed on, and collected through, countywide property tax bills.

Since 2020, the District Board has adopted similar annual resolutions, most recently Resolutions 2022-05-23-C and 2022-05-23-D, adopted on May 23, 2022, governing FY 2022-23 Charges Reports for Flood Control Zones One and Two.

A. Flood Zone One Charges

The Regional Water Board, through issuance and oversight of the Municipal Regional Permit (“MRP”), implements the municipal separate sewer system NPDES in the County. The current MRP mandates specific compliance activities for all co-permittees. The County, the 20 cities and towns within the County, and the District are all co-permittees under the MRP (collectively, “San Mateo County Co-Permittees”). Municipalities in Santa Clara County, Alameda County, and Contra Costa County, along with the Cities of Vallejo, Fairfield and Suisun and the Vallejo Flood and Wastewater District in Solano County, are also co-permittees.

NPDES permits, including the MRP, are issued for five-year terms. The current MRP (“MRP 3.0”), which went into effect on July 1, 2022, mandates specific load reductions in trash, mercury, and PCBs in stormwater runoff, and requires agencies to continue implementing green infrastructure plans that gradually (over decades) shift current “gray infrastructure” to more sustainable drainage systems that capture, treat, infiltrate, and beneficially use stormwater utilizing landscape-based and natural systems. MRP 3.0’s requirements include additional regulated project types and reduced thresholds for new and redevelopment projects to include onsite stormwater controls, as well as increased monitoring requirements, new provisions to address the water quality impacts associated with unsheltered populations, asset management planning and tracking, cost reporting, and extensive new reporting requirements.

C/CAG, through the Countywide Water Pollution Prevention Program, supports its member agencies in meeting MRP requirements by:

- Performing compliance activities on behalf of member agencies when it makes sense to implement programs at the Countywide level, such as for Countywide water quality monitoring and public education and outreach;
- Contributing to regional compliance programs when it is more cost-effective to implement efforts in conjunction with other Countywide stormwater programs; and
- Providing technical support for member agencies in implementing local stormwater compliance programs.

In order to continue funding C/CAG’s San Mateo Countywide Water Pollution Prevention Program work, C/CAG requests that the District Board levy charges in Flood Zone One. The proposed charges would generate an estimated \$1.83 million in FY 2023-24, based on the following rates:

| Parcel Description | Rate Established in 1995 | Additional Fees (established in 2001)* | Total Combined (rounded to nearest cent) |
|--|---|---|---|
| Single Family Resident | \$3.44/Parcel | \$4.38/Parcel | \$7.82/Parcel |
| Condominium Units, Vacant Land, Agriculture, Misc. | \$1.72/Parcel | \$2.19/Parcel | \$3.90/Parcel |
| Commercial, Retail, Manufacturing, Industrial | \$3.44/Parcel plus 0.3127/1,000 s.f. for parcels over 11,000 s.f. | \$4.38/Parcel plus 0.3980/1,000 s.f. for parcels over 11,000 s.f. | \$7.82/Parcel plus 0.7107/1,000 s.f. for parcels over 11,000 s.f. |

* The additional fees have been adjusted by the change in the Consumer Price Index as provided for in the County Ordinance No. 04054.

The charges are imposed in the County’s unincorporated area and cities that have requested they be levied in their jurisdiction upon every parcel on the Assessor's roll, except for parcels owned by local, state and federal governments, tax-exempt entities, and public school districts. Separately taxed improvements, such as mobile homes and underground utility improvements, are also exempt.

All cities within the County, except Woodside, have passed resolutions endorsing the proposed program and the rates and charges to be imposed within their respective jurisdictions. The cities of Brisbane, Colma, and San Mateo are requesting that the District collect only the basic fees as originally approved in 1995, and not the additional fees approved in 2001. C/CAG will bill these three cities directly for the additional fee component. Woodside opted to not have either of the fees placed on the tax rolls. C/CAG will bill Woodside directly for both fees.

The Flood Zone One charges are ongoing charges that were previously imposed pursuant to an individually noticed public hearing prior to the enactment of Proposition 218 and, therefore, are not subject to the Proposition 218 requirement of sending a separate notice to each individual property owner.

B. Flood Zone Two Charges

Pacifica is again requesting that the following charges per parcel continue to be levied in Flood Zone Two:

| | |
|--|---------|
| Vacant | \$7.00 |
| Single Family/Townhouse/Church/Condominium | \$14.00 |
| All Other | \$28.00 |

The charges are imposed upon every parcel in Pacifica on the Assessor's roll, except for parcels owned by local, state and federal governments, and public school districts. Separately taxed improvements, such as mobile homes and underground utility improvements, are also exempt. The Flood Zone Two charges, which have been imposed since 1995, are an ongoing charge with no proposed increase and, therefore, are not subject to the Proposition 218 requirement of sending a separate notice to each individual property owner. The total amount to be generated is estimated to be \$172,000.

C. The Proposed Resolutions

The proposed resolutions adopt the Fiscal Year 2023-24 Charges Reports for Flood Zone One and Flood Zone Two, and direct staff to file the Charges Reports with the County Controller.

The resolutions allow the CEO to refund, or authorize the refund of, any overcharge resulting from data, data entry, or computation errors. Additionally, as of the date that the Charges Reports were developed, the data for the relevant tax rate areas was still being finalized by the County. Thus, the proposed resolutions authorize the CEO to revise the Charges Reports as a result of any parcel changes received from the Assessor and/or Controller on or after June 26, 2023, as well as to refund, during the fiscal year, any overcharges resulting from any such errors in the Charges Reports.

C/CAG will be responsible for refunding any errors found with the submittal of proof of payment of the charges levied on the tax roll for Flood Zone One, and Pacifica will be responsible for similar errors in Flood Zone Two. District Counsel has reviewed and approved the resolutions as to form.

Impact on District Resources:

There is no fiscal impact associated with the approval of the proposed resolutions, as all District costs associated with levying the charges in both Flood Zone One and Flood Zone Two will be reimbursed from the rates collected.

Specifically, the proposed Flood Zone One rates are estimated to generate \$1.83 million in revenue in FY 2023-24 that will be used to finance the Countywide Water Pollution Prevention Program and reimburse the District for all costs associated with levying the charges, including the per parcel charges levied by the County Controller, assumed to be 5% of the total assessment, as approved by the County of San Mateo Board of Supervisors.

Further, the proposed Flood Zone Two rates are estimated to generate \$172,000 in revenue in FY 2023-24 that will be used to finance the Pacifica's Community Program for NPDES and reimburse the District for all costs associated with levying the charges, including the per parcel charge levied by the County Controller.

Attachments:

Draft Resolution 2023-06-26-A adopting FY 2023-24 Water Pollution Control Service Charges Reports for Flood Zone One - Countywide, and Draft Resolution 2023-06-26-B adopting FY 2023-24 Water Pollution Control Service Charges Reports for Flood Zone Two - City of Pacifica

DRAFT RESOLUTION NO. 2023-06-26-A

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**

- A. ADOPTING THE FY 2023-24 WATER POLLUTION CONTROL SERVICE CHARGES REPORT (“CHARGES REPORT”) FOR FLOOD CONTROL ZONE ONE - COUNTYWIDE (“FLOOD ZONE ONE”); AND**
- B. DIRECTING STAFF TO FILE THE CHARGES REPORT WITH THE COUNTY CONTROLLER; AND**
- C. AUTHORIZING THE CEO OF THE DISTRICT TO REFUND, AND/OR APPROVE REFUNDS OF, ANY OVERCHARGES RESULTING FROM DATA, DATA ENTRY, OR COMPUTATION ERRORS; AND**
- D. AUTHORIZING THE CEO OF THE DISTRICT TO REVISE THE CHARGES REPORT AS A RESULT OF ANY PARCEL CHANGES RECEIVED FROM THE COUNTY ASSESSOR AND/OR COUNTY CONTROLLER AND TO FILE THE REVISED CHARGES REPORT WITH THE COUNTY CONTROLLER**

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

Assembly Bill 825 allows the District to collect fees and charges through the property tax roll;

District Flood Zone One is contiguous with the boundaries of the County of San Mateo (“County”), and rates have been established for Flood Zone One that are used to calculate specific charges for real property located in Flood Zone One; and

The District Chief Executive Officer (“CEO”) has prepared a written staff report for this Board meeting relating to the collection of service charges on the tax roll for Flood Zone One (“Charges Report”); and

The Charges Report contains the description of the properties and charges to said properties within Flood Zone One; and

As of the date the Charges Report was developed, data for the relevant tax rate areas were still being finalized by the County.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that:

- A. This Board does hereby confirm and adopt the Charges Report and declares the charges set forth therein to be, and the same are hereby, established and set for Fiscal Year 2023-24.
- B. Staff is directed to file with the County Controller (“Controller”) an electronic copy of the Charges Report and a statement endorsed thereon that the charges as set forth in said electronic copy are the charges as adopted by this Board, and the Controller is hereby authorized to place the charges on the County’s property tax roll.
- C. The CEO is authorized to refund or approve the refunds of any overcharge contained in the Charges Report to the owner of an overcharged parcel if the overcharge resulted from data, data entry, or computation errors as determined by the CEO.
- D. The CEO is authorized to revise the Charges Report to reflect any parcel changes received from the County Assessor and/or Controller on or after June 26, 2023, and such revisions shall be certified and filed by the CEO with the Controller consistent with the processes set forth above.

PASSED AND ADOPTED by the District Board on the 26th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

Acting Clerk of the Board of Directors

Chair of the Board of Directors

DRAFT RESOLUTION NO. 2023-06-26-B

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**

- A. ADOPTING THE FY 2023-24 WATER POLLUTION CONTROL SERVICE CHARGES REPORT (“CHARGES REPORT”) FOR FLOOD CONTROL ZONE TWO - CITY OF PACIFICA (“FLOOD ZONE TWO”); AND**
- B. DIRECTING STAFF TO FILE THE CHARGES REPORT WITH THE COUNTY CONTROLLER; AND**
- C. AUTHORIZING THE CEO OF THE DISTRICT TO REFUND, AND/OR AUTHORIZE REFUND OF, ANY OVERCHARGES RESULTING FROM DATA, DATA ENTRY, OR COMPUTATION ERRORS; AND**
- D. AUTHORIZING THE CEO OF THE DISTRICT TO REVISE THE CHARGES REPORT AS A RESULT OF ANY PARCEL CHANGES RECEIVED FROM THE COUNTY ASSESSOR AND/OR COUNTY CONTROLLER AND TO FILE THE REVISED CHARGES REPORT WITH THE COUNTY CONTROLLER**

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

Assembly Bill 825 allows the District to collect fees and charges through the property tax roll;

District Flood Zone Two is contiguous with the boundaries of the City of Pacifica, and rates have been established for Flood Zone Two which are used to calculate specific charges for real property located in Flood Zone Two; and

The District Chief Executive Officer (“CEO”) has prepared a written staff report for this Board meeting relating to the collection of service charges on the tax roll for Flood Zone Two (“Charges Report”); and

The Charges Report contains the description of the properties and charges to said properties within Flood Zone Two; and

As of the date that the Charges Report was developed, the data for the relevant tax rate areas were still being finalized by the County of San Mateo (“County”).

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that:

- A. This Board does hereby confirm and adopt the Charges Report and declares the charges set forth therein to be, and the same are hereby, established and set for Fiscal Year 2023-24.
- B. Staff is directed to file with the County Controller (“Controller”) an electronic copy of the Charges Report and a statement endorsed thereon that the charges as set forth in said electronic copy are the charges as adopted by this Board, and the Controller is hereby authorized to place the charges on the County’s property tax roll.
- C. The CEO is authorized to refund, and/or authorize the refund of, as appropriate, any overcharge contained in the Charges Report to the owner of the parcel so overcharged when the overcharge resulted from data, data entry, or computation errors as determined by the CEO.
- D. The CEO is authorized to revise the Charges Report to reflect any parcel changes received from the County Assessor and/or Controller on or after June 26, 2023, and such revisions shall be certified and filed by the CEO with the Controller consistent with the processes set forth above.

PASSED AND ADOPTED by the District Board on the 26th day of June, 2023, 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
Agenda Report

Date: June 26, 2023
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, Chief Executive Officer
Subject: Authorize the CEO to execute an agreement with Montrose Environmental Solutions, Inc. to develop environmental compliance documents and secure regulatory permits to maintain the portions of Bayside creeks that caused flooding this past winter

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the CEO to execute an agreement with Montrose Environmental Solutions, Inc. to support the District in developing environmental compliance documents and permit applications for relevant state and federal regulatory agencies, and in securing these permits, so that local agencies in San Mateo County may perform routine maintenance along flood-prone Bayside creeks, for a term through June 28, 2024 in an amount not to exceed \$149,941.

Background and Discussion:

In December 2022 and January 2023, major storms resulted in substantial flooding along several Bayside creeks in San Mateo County. At Board meetings earlier this year, and particularly at the January 30, 2023 meeting, District staff provided updates on our activities in response to these major storms, including work across jurisdictions to clean up storm related debris and reduce future flooding.

The primary cause of this flooding along creeks is a lack of their water flow capacity, which is constrained in part due to a substantial and unmaintained buildup of sediment and vegetation. As most of these creek watersheds (drainage areas) and floodplains in the flat areas relatively near the Bay include more than one jurisdiction, both the cause of and remedy to this flooding involves multiple agencies. From the perspectives of local agencies and state and federal environmental regulatory agencies, it is much more efficient to have permits allowing debris removal for the purpose of flood protection in several creeks done on a countywide basis at one time by one agency. That is why, at the May 22, 2023 Board meeting, the Board authorized me to execute a grant agreement with San Mateo County for funds for three District initiatives including securing a 5-year maintenance permit to remove debris removal in portions of at least three creeks that experienced flooding within the past six months.

So that these grant funds enable flood reduction work as soon as possible, the District initiated an informal solicitation process to secure three proposals for qualified consultants with experience developing and obtaining such permits. We received two proposals and at this time recommend to the Board that the District engage Montrose Environmental Solutions, Inc. (formerly called Horizon Water & Environment) for this effort. Montrose provides consulting services for the analysis and environmental management of streams and watersheds, specializes in wetlands evaluations, sediment and vegetation management protocols, and the development of routine maintenance programs. Their technical expertise will support District efforts to complete environmental compliance documentation, including the studies required for that documentation by CEQA, and to develop and secure the environmental permits necessary to allow our routine maintenance activities along flood-prone reaches of several creeks, potentially including San Bruno, San Mateo, Belmont, Atherton, and Cordilleras creeks. These activities would then be conducted by the benefitting cities, the County, and potentially Caltrans within their jurisdictions or land rights.

Impact on District Resources:

The agreement not-to-exceed amount of \$149,941 is funded by a grant from San Mateo County and represents a conservative estimate to complete the work described in the paragraph above. This effort will also require District staff time, the cost of which is budgeted in the draft FY 2023-24 Operating Budget (Agenda item 4B).

Attachments:

Draft Agreement 2023-06-26-MES with Montrose Environmental Solutions, Inc., including a proposed scope, budget, and schedule

**AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND MONTROSE ENVIRONMENTAL SOLUTIONS, INC.**

This Agreement is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district ("District"), and Montrose Environmental Solutions, Inc. ("Contractor") (together, the "Parties") effective June 26, 2023.

Recitals

Pursuant to the San Mateo County Flood Control District Act, as amended in 2019 by Assembly Bill 825, District may contract with independent contractors for the furnishing of services to or for District; and it is necessary and desirable that Contractor be retained for the purpose of developing and securing environmental permits that allow routine maintenance activities within the flood-prone reaches of San Bruno, San Mateo, Belmont, Atherton, and Cordilleras creeks.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference:
 - Exhibit A—Scope of Services
 - Exhibit B—Payments and Rates
 - Exhibit C—Schedule
2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. No work for any task within Exhibit A by Contractor shall commence or be billable to District without prior written authorization by District.
3. **Payments.** In consideration of the services provided by Contractor in accordance with all terms set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District's total fiscal obligation under this Agreement exceed One Hundred Forty-Nine Thousand, Nine Hundred Forty-One Dollars (\$149,941.00). In the event that District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by District at the time of contract termination or expiration. Contractor is not entitled to payment for services not performed as required by this Agreement. Payment of Contractor's properly submitted invoices shall be due net thirty (30) days after the date such invoices are submitted for payment.
4. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 26, 2023 through June 28, 2024.
5. **Time of Performance.** The services shall be performed on a timely, regular basis in accordance with the Schedule set forth in Exhibit C.
6. **Standard of Care.** As a material inducement to District to enter into this Agreement, Contractor hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, and will perform the services to a standard of reasonable professional care, for similar services on similar projects of like size and nature performed.

7. **Standard of Performance.** Contractor shall perform all work under this Agreement to all recognized applicable professional standards and pursuant to the above stated Standard of Care. Contractor hereby represents and covenants that it shall follow the professional standards used by a competent practitioner in performing all services required hereunder.

8. **Termination.**

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

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

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

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

10. **Contract Materials.** Upon expiration or termination of this Agreement, all finished or unfinished work products, documents, data, studies, maps, photographs, and other materials and efforts conducted by Contractor under this Agreement shall become the property of District and shall be promptly delivered to District. Notwithstanding the foregoing, Contractor may retain copies of such portions of the Contract Materials as is required to comply with applicable laws or agency requirements relating to document retention and shall not be required to destroy system-generated back-up copies of Contract Materials on Contractor's information technology systems, provided that such Contract Materials shall continue to be treated as confidential at all times in accordance with the terms of this Agreement.

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

Hold Harmless. Contractor shall indemnify and hold harmless District and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description to the extent caused by and arising as a result from the willful misconduct or negligent performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for or on account of: (a) injuries to or death of any person, including

Contractor or its employees/officers/agents; (b) damage to any property of any kind whatsoever and to whomsoever belonging; and/or (c) any other loss or cost, subject to the proportionate concurrent active or passive negligence of District and/or its officers, agents, employees, or servants. Contractor's duty to indemnify and hold harmless under this section shall not apply to injuries or damage for which District is proportionately liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and hold harmless as set forth by this section shall continue after termination of the Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

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

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

14. Insurance.

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

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

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

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

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

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

15. Compliance With Laws.

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

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

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

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

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

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

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

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

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

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

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

In the case of District, to:

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

In the case of Contractor, to:

Name/Title: Montrose Environmental Solutions, inc.
Address: 5120 Northshore Drive, North Little Rock, AR 72118
Telephone: 501.900.6400
Email:

With a courtesy copy to:
Attention: Legal Department
Email: legal@montrose-env.com

20. Confidentiality. Contractor, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of District. Contractor covenants that all such confidential data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement shall not be disclosed by Contractor without

written authorization by District. District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to District upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

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

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

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

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

In witness of and in agreement with this Agreement's terms and conditions, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor, Montrose Environmental Solutions, Inc. :

Contractor Signature

Contractor Name (Print)

Date

For District:

Len Materman
Chief Executive Officer

Date

Exhibit A – Scope of Services

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

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

Proposal for

San Mateo County Flood and Sea Level Rise Resiliency District – OneShoreline

Date: June 6, 2023

Project: **Routine Maintenance on Bayside Creeks**

To: Len Materman, OneShoreline
Colin Martorana, OneShoreline

From: Ken Schwarz, Montrose Environmental
Brian Piontek, Montrose Environmental

Background

The San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) works across jurisdictional boundaries to build solutions to the climate change impacts of sea level rise, flooding, and coastal erosion. During the major storms in early 2023, OneShoreline was asked to take emergency actions at specific locations to address localized flooding. Actions generally included sediment and debris removal at culvert inlets and bridge crossings that had become overwhelmed during high storm flows.

To reduce future flooding and the need for emergency activities in creeks that cross multiple municipal jurisdictional boundaries and have shared responsibility between more than one agency, OneShoreline seeks assistance from Montrose Environmental (Montrose) in developing and securing environmental permits that allow routine maintenance activities within approximately nine individual locations, potentially along the flood-prone San Bruno, San Mateo, Belmont, Atherton, and Cordilleras creeks.

This scope of work describes tasks and subtasks proposed to attain environmental compliance documents and permits to authorize project activities.

Scope of Work

Task 1. Technical Studies

Task 1.1 Biological Conditions Report

Montrose will conduct a desktop survey to review information on potential biological resources at the project sites. Data sources may include U.S. Geological Survey quadrangle maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory maps, the California Natural Diversity Database (CNDDDB), other technical literature related to the biotic resources of the project vicinity, regional planning documents (such as general plans), species data compiled by the California Native Plant Society (CNPS) or other public interest groups, and resource agency data.

Following the desktop review, Montrose will conduct a single reconnaissance-level field survey of the maintenance sites to document the existing biological conditions. The dominant habitat type will be described. This information will be used to characterize both botanical resources and wildlife habitat values at each maintenance site. The reconnaissance survey will also be used to determine the potential for occurrence of special-status plants and animals, although no species-specific or protocol-level surveys are proposed. Regulated habitats, such as wetlands and other waters of the U.S./state, will be mapped in Task 1.2.

Montrose will prepare a draft report that describes existing biological conditions, including existing habitats, potential for occurrence of special-status plants and animals, any potentially jurisdictional or sensitive habitats, and any other biological resources that might be of concern. The report will also describe minimization measures necessary to reduce impacts to sensitive biological resources. Montrose will submit a draft report to OneShoreline for one round of review and comment. Following review, Montrose will revise the report.

Deliverables: Draft and revised Biological Conditions Report (electronic)

Task 1.2 Wetland Delineation Report

Montrose will prepare a preliminary jurisdictional delineation report (PJD or wetland delineation) for the each of the locations covered under this project. The wetland delineation will be prepared in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and the regional supplements for the Arid West Region. Montrose will conduct a site visit to map wetlands and other waters of the U.S./state at each maintenance site. Montrose will prepare a draft report for review by OneShoreline. Following review, Montrose will revise and submit the wetland delineation to USACE with the Clean Water Act (CWA) Section 404 application package as described in Task 3.1, below.

If requested by USACE, Montrose will organize and attend one field visit with USACE to review the wetland delineation findings. Based on feedback received from USACE, Montrose will revise the wetland delineation and submit the revised version to USACE. Under this scope of work, it is assumed that refinements to the wetland delineation at this point would be minor and related to adjustments to report mapping or minor text edits.

Deliverables: Draft and final Wetland Delineation Report (electronic; GIS files)
Revised Wetland Delineation Report, following incorporation of USACE comments (electronic)

Meetings: Field visit with USACE to review wetland delineation, if requested

Task 1.3 Cultural Resources Assessment Report

Montrose will conduct a preliminary desktop assessment for potential historic resources and buried archaeological sites using relevant maps and documents (e.g., archaeological studies, geologic reports, Quaternary geologic maps, soil surveys). Montrose will develop an Area of Potential Effects (APE) map for use in evaluating cultural resource impacts for the project area. The APE will be submitted for review and confirmation by OneShoreline.

Upon approval of the APE, Montrose will conduct a record search at the Northwest Information Center (NWIC) of the California Historical Resources Information System at Sonoma State University, Rohnert Park. This review will identify any previously recorded cultural resources within ¼ mile of the APE in order to (1) determine whether known cultural resources had been recorded within or adjacent to the project

area; (2) determine whether any cultural resources studies have previously been conducted within or adjacent to the project area; (3) assess the likelihood of unrecorded cultural resources based on historical references and the distribution of environmental settings of nearby sites; and (4) develop a context for identification and preliminary evaluation of cultural resources. NWIC record search results are usually received within 4 weeks of the request for the search.

The Native American Heritage Commission (NAHC) in Sacramento will be contacted to determine whether Native American sacred sites are known to be located in or near the project area and to request a list of Native American tribes in San Mateo County that have a traditional and cultural affiliation with the project area. Note that the response from the NAHC can take 3-4 weeks; as described in Public Resources Code Section 21080.3.1(b)(2), contacted tribes must respond to the project notification letters within 30 days. Montrose will also send request letters to relevant historical societies or other institutions to determine if any areas of historical concern have previously been documented. Responses from historical societies are generally received within 1 month.

A cultural resources field inventory of the APE will be conducted once the record search results are received. Archaeologists will examine the ground surface within the APE by walking closely spaced transects. Trowels or hoes may be used to clear vegetation and increase ground surface visibility, if needed. Any identified archaeological resources will be recorded on the standard California Department of Parks and Recreation (DPR) Form 523. These will include photographs and a site map, and global positioning system data will be collected to accurately delineate the locations of all resources. DPR record updates will be prepared for any resources within the APE that had been recorded previously.

After the record search and field inventory are completed, Montrose will prepare a Cultural Resources Assessment Report. The report will include, at a minimum, a project description, project location, results of the literature search (historic and prehistoric), results of the field studies, a summary of findings and conclusions. The report will include mapping of archaeological site location data and survey coverage areas, as appropriate.

Resources identified will not be evaluated for eligibility for inclusion to the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP). This scope assumes that, if potentially significant archaeological resources are identified on the project property, measures will be taken to avoid impacts so that there is no need to formally evaluate their significance.

Compliance with Section 106 of the National Historic Preservation Act (NHPA) is a condition for receiving a discretionary federal approval, such as a CWA Section 404 permit. The cultural resource assessment report for the cultural resources inventory will comply with the requirements of Section 106 of the NHPA and be prepared according to the inventory requirements of the California Office of Historic Preservation. This report will be submitted to USACE as part of the CWA Section 404 permit application described in Task 3.1. A copy of the report will also be submitted to the NWIC.

Deliverables: Draft and final Cultural Resources Assessment Report (electronic)

Limitations/Assumptions for Task 1:

This scope of work for Task 1 and its cost estimate are based on the following assumptions:

- OneShoreline will provide site access, if necessary.
- Montrose will revise draft deliverables following one round of review and comment by OneShoreline.

- For the Cultural Resources Assessment Report described in Task 1.3, above, this scope assumes that no more than two resources will be recorded. It is also assumed that no built environment resources will be identified that require recordation and evaluation.
- This scope of work does not include effort should archaeological resources be identified, and it is determined that the site(s) cannot be avoided by project construction, in which case the resource(s) will need to be evaluated for compliance with the CRHR and NRHP requirements.
- Project impacts to regulated habitat and proposed compensatory mitigation will be determined during the Task 3. OneShoreline will lead the mitigation approach and coordination with Montrose acting in a supporting role as Task 3 budget allows.

Task 2 CEQA Document

Task 2.1 Prepare Project Description

The project description serves as the fundamental basis from which to conduct resource and CEQA impact evaluations and to prepare permit applications. Based upon project designs and general description of maintenance activities from OneShoreline, Montrose will develop a project description for the project that is consistent with CEQA statute and guidelines. Specifically, the project description will include the standard information required by CEQA Guideline Section 15124, such as a site location map, description of the proposed project and its goals, project features, construction methods, and long-term operations and management.

Montrose will submit the draft project description for OneShoreline review, revise it based on comments received, and resubmit it to OneShoreline with the administrative draft Initial Study/Mitigated Negative Declaration (IS/MND) as part of Task 2.2.

Deliverables: Draft Project Description (electronic)

Meetings: One (1) conference call/meeting with OneShoreline

Task 2.2 Prepare CEQA IS/MND

This scope of work assumes that an IS/MND will be the appropriate CEQA pathway for the project. If, during development of the project description this assumption changes to indicate a different CEQA compliance pathway is more suitable (e.g., if a significant impact is identified that cannot be mitigated to a less-than-significant level), Montrose will inform and discuss such change in direction with OneShoreline.

Montrose will prepare an Administrative Draft IS/MND that contains the required sections as outlined by the CEQA Guidelines. Technical analyses and impact assessments will be prepared using the impact topics prescribed in Appendix G of the CEQA Guidelines. Montrose will use the results of the IS to focus the impact analysis to those environmental resource topics most affected by the proposed project (e.g., Air Quality/Greenhouse Gas [GHG] Emissions, Biological Resources, Hydrology and Water Quality, etc.) while reducing the level of analysis on the remaining resource topics (e.g., Agriculture, Minerals, Population and Housing, etc.). Each topical section will include a description of the environmental and regulatory setting, as applicable; clearly describe project impacts; identify the level of significance based on the applicable thresholds; if needed, provide mitigation measures to reduce the impact to a less-than-significant level; and identify the level of significance after mitigation.

The Admin Draft IS/MND will contain the following sections:

Introduction. This section will instruct readers on how to find information in the IS/MND and will explain the regulatory purpose of the document, the public’s role, and steps in the process.

Project Description. Developed in Task 3.1 and revised per OneShoreline comments.

Environmental Analysis. The Administrative Draft IS/MND will contain environmental analysis for the following issue areas, according to Appendix G of the CEQA Guidelines:

| | |
|---------------------------------------|------------------------------------|
| Aesthetics | Hydrology and Water Quality |
| Agriculture and Forestry Resources | Land Use and Planning |
| Air Quality | Noise |
| Biological Resources | Population and Housing |
| Cultural Resources | Public Services and Utilities |
| Energy Resources | Recreation |
| Geology, Soils, and Mineral Resources | Transportation |
| Greenhouse Gas Emissions | Tribal Cultural Resources |
| Hazards and Hazardous Materials | Wildfire |
| Cumulative Impacts | Mandatory Findings of Significance |

Agencies and Persons Contacted, References and Literature Cited, and Report Preparers

Appendices. Appendices that provide additional information about technical topics will be included in the IS/MND, as needed.

Montrose will submit electronic files of the Administrative Draft IS/MND to OneShoreline staff for review. Montrose will meet with OneShoreline staff to discuss comments and agree on appropriate revisions. Montrose will then prepare a Screen-check Draft IS/MND that incorporates the revisions.

The Screen-check Draft will be submitted electronically for OneShoreline staff review. Montrose will finalize the IS/MND based on comments received on the Screen-check Draft IS/MND. OneShoreline staff will review and confirm electronic files prior to producing the IS/MND for public circulation. Montrose will prepare a draft Notice of Intent (NOI), Notice of Completion (NOC) for submittal to the State Clearinghouse, and public notices (if any).

Montrose shall assist OneShoreline with posting the Public Draft IS/MND and notices to the State Clearinghouse CEQA portal. OneShoreline will be responsible for payment for and posting of on-site notices and legal notices in the newspaper with the assistance of Montrose.

Following the close of the public comment period on the IS/MND, Montrose will review the comments received and meet with OneShoreline staff to discuss the comments received and the approach to responses. Montrose will then prepare a memorandum that briefly considers the comments received and provides responses for OneShoreline staff to use in considering adoption of the IS/MND and approval of the proposed project and that can be appended to the IS/MND, if determined necessary. Both a draft and final memo will be prepared. Montrose will be available to attend the approval hearing with OneShoreline staff to support the review and approval process of the IS/MND. For the purposes of this cost estimate, it is assumed that OneShoreline will receive no more than 10 substantive public comments; please note that

one comment letter can contain more than one substantive comment or that form letters will repeat the same comment(s) and these will only be considered to be one substantive comment.

Montrose will prepare the Notice of Determination (NOD) for team review. It is expected that OneShoreline will file the NOD with the State Clearinghouse and County Clerk and pay CEQA filing fees.

Deliverables: Administrative Draft IS/MND (electronic files)
 Screen Check Draft IS/MND (electronic files)
 Public Draft IS/MND (up to 5 hardcopies; electronic files)
 Draft and Final Response to Comments Memorandum (electronic)
 Draft and Final NOI, NOC, NOD and other notices as requested

Meetings: One (1) conference call to kick off CEQA process
 Two (2) conference calls to review and discuss comments on the draft IS/MND
 One (1) conference call to discuss comments and IS/MND certification

Limitations/Assumptions for Task 2:

This scope of work and its cost estimate are based on the following assumptions:

- Preparation of an IS/MND will be a suitable CEQA compliance pathway based on our current understanding of the project. If an Environmental Impact Report (EIR) is determined to be required, Montrose will discuss with OneShoreline and an additional scope of work or contract amendment may be prepared.
- Significant changes to project designs used as the basis for the project description will not occur, such that the project description, along with the pending CEQA analyses that are dependent on the project description, will not require substantial revision. If key issues or project elements remain uncertain at the time of the project initiation, it may be advisable to postpone drafting the project description until OneShoreline can confirm any unresolved issues.
- Montrose will prepare a focused IS/MND concentrating the impact analysis to those environmental resource topics most affected by the proposed project while reducing the level of analysis on the remaining resource topics. Determination on the focal resources topics will be aided information and findings of the *County of San Mateo, Routine Maintenance Program, Environmental Impact Report (EIR)* (State Clearinghouse No. 2019012009).
- NEPA compliance will not be required.
- OneShoreline will be responsible for publishing the CEQA document and notice submissions to the State Clearinghouse CEQA portal, unless otherwise agreed upon with Montrose.
- OneShoreline will receive no more than 10 substantive public comments on the Public Draft IS/MND and that one comment letter can contain more than one substantive comment or that form letters will repeat the same comment(s) and these will only be considered to be one substantive comment.
- Staging areas for project construction will be at existing roadways or developed locations and are not expected to result in permanent impacts.

Task 3 Environmental Permitting

Project activities will require environmental approvals from USACE, the San Francisco Bay Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW). The following subtasks describe the workplan to develop and submit environmental permit applications for the project.

Task 3.1 CWA Section 404 – USACE

The project will require authorization from USACE under the CWA Section 404 for fill and/or dredge within jurisdictional waters of the U.S. Montrose anticipates that the project will qualify for a Nationwide Permit (NWP) No. 3, Maintenance; No. 7, Outfall Structures and Associated Intake Structures; and No. 33, Temporary, Construction, Access, and Dewatering. Montrose will prepare a Pre-construction Notification (PCN) and an application package. Montrose will submit a draft application package to OneShoreline for review. Montrose will address one round of comments from OneShoreline and revise and submit the permit application package to USACE. The application package will include:

- Cover letter to introduce the project;
- PCN form;
- Design Plans (provided by OneShoreline);
- Technical studies, including the biological conditions report (Task 1.1), wetland delineation report (Task 1.2), and cultural resources assessment (Task 1.3).

Deliverables: Draft and revised PCN permit application package (electronic)

Meetings: Up to two (2) conference calls with OneShoreline and USACE

Task 3.2 CWA Section 401 – RWQCB

The project will require authorization from the RWQCB under CWA Section 401 for fill and/or dredge in waters of the state. Montrose will prepare the following permit application items:

- Cover letter to introduce the project;
- Form R2C502-E, Application for 401 Water Quality Certification and/or Report of Waste Discharge Requirement (401 WQC/WDR), which is the standard permit application form for RWQCB permits;
- Design Plans (provided by OneShoreline);
- Technical studies, including the biological conditions report (Task 1.1) and wetland delineation report (Task 1.2);
- MMP; and
- CEQA compliance documentation (Task 2).

The draft 401 WQC/WDR application package will be submitted to OneShoreline for one round of review and will revise and submit the permit application package to RWQCB.

Before submitting the 401 WQC/WDR application package to RWQCB, it is now a standard requirement that a Pre-filing Meeting be requested. Montrose will prepare a 401 Certification Pre-filing Meeting request for submittal to RWQCB, which will determine whether the meeting will be held. Following the pre-filing meeting, it may be necessary for the project team to revise the application materials and resubmit to OneShoreline for a second round of review.

Supplemental information or data may be requested by RWQCB during the application review process. Montrose will support the information response process with RWQCB, as remaining budget is available in this task once the permit application is developed and submitted.

OneShoreline will be responsible for paying and processing the application fee required by RWQCB.

Deliverables: Pre-filing Meeting Request submitted to RWQCB (electronic)
Draft RWQCB Application submitted to the OneShoreline (electronic)
Revised RWQCB Application submitted to RWQCB (electronic)

Meetings/Calls: One (1) pre-filing meeting with OneShoreline and RWQCB
Up to two (2) conference calls with OneShoreline and RWQCB

Task 3.3 F&G Code Section 1602 – CDFW

Montrose will prepare a standard application for a Streambed Alteration Agreement (SAA) following the application format provided in the CDFW Environmental Permit Information Management System (EPIMS) External Permitting Portal. Montrose will also prepare supplemental information, as needed, to support the application. Montrose will prepare and submit a draft version of the application and supplemental information for review by OneShoreline. Montrose will revise the application materials based on one (1) round of comments and upload the material to the EPIMS portal.

If CDFW requests additional information for the application to be considered complete, Montrose will be available to revise and/or supplement the SAA application package within the available budget remaining in this task once the permit application has been developed and submitted.

OneShoreline will be responsible for paying the application fees for the SAA.

Deliverables: Draft SAA Application Package submitted to OneShoreline (electronic)
Revised SAA Application Package uploaded to EPIMS (electronic)

Meetings/Calls: Up to one (1) conference call

Limitations/Assumptions for Task 3:

This scope of work and its cost estimate for this Task are based on the following assumptions:

- Preparation of a 404(b)(1) Alternatives Analysis for USACE is not included.
- If USACE determines that the project does not meet NWP requirements and elect to authorize the project under an alternative permitting pathway, such as a standard permit, then Montrose will discuss the permitting process with OneShoreline and an amendment to this scope of work may be required.
- Montrose will prepare and submit a draft version of the application materials and supplemental information for review by OneShoreline. Montrose will revise the application materials based on one (1) round of comments.
- OneShoreline will be the primary contact with regulatory agency staff through the permitting process. Montrose will provide support as remaining budget for Task 3 allows.

Task 4 Project Management and Coordination

Montrose will provide project management support to coordinate project activities and communicate regularly with the OneShoreline project manager. Tasks will include tracking the project budget, tracking staff labor, overseeing internal staff assignments, and supervising overall contract performance. This task will also include time to prepare monthly invoices and to manage the project's schedule.

In addition to the meetings and conference calls identified elsewhere in this scope of work, this task will include additional as-needed meetings and/or calls with the OneShoreline project manager (as budget enables) to track progress on the project. Summary notes will be prepared via email outlining key points and action items to memorialize the project management meetings and phone calls.

Deliverables: Monthly invoices with progress reports describing work accomplished during the billing period and any challenges to meet scheduled deliverable dates or delays
Meeting notes (electronic)

Meetings/Calls: Monthly project status conference calls or web-based meetings with OneShoreline staff

Schedule

An estimated schedule for completing this workplan is shown in **Exhibit A**. This schedule assumes OneShoreline's issuance of the Notice to Proceed (NTP) by June 15, 2023. This estimated schedule generally assumes two (2) week long review periods by OneShoreline for most draft and final project deliverables.

Cost Estimate

Montrose will complete the above tasks on a time-and-materials basis, with a total note to exceed budget of \$149,941. A detailed cost estimate is provided as **Exhibit B**. The estimated budget is valid for a period of 180 days beyond the date of this proposal.

Exhibit B – Payments and Rates

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

Under no circumstances shall the amount paid by District to Contractor exceed \$149,941.00. Contractor shall provide District with a written itemized invoice that allows the District to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services, and specified work completed.

Remit Invoices to:

San Mateo County Flood and Sea Level Rise Resiliency District

1700 South El Camino Real, Suite 502

San Mateo, CA 94402

Email: LDong@OneShoreline.org

Payment will be made within 45 days of invoice receipt.

OneShoreline
Bayside Creeks Routine Maintenance Program
Consultant Services for Montrose Environmental
Cost Estimate - June 6, 2023

| Task | Task Name / Description | Labor | | | | | | | | | Sub-Total Labor Hours per Task | Sub-Total Labor Fee per Task | Direct Expenses | | | | | Markup on Direct Expenses | Sub-Total Direct Expense Fee per Task | Task Total | Task Total | | | |
|----------|--|-----------------|----------------|--------------------|-----------------|-----------------|-----------------------------|------------------|--------------------------|---------------|--------------------------------|------------------------------|-----------------|----------------------------|--------------|--------------|--------------|---------------------------|---------------------------------------|------------|------------|--|--|------------------|
| | | Principal | Director II | Senior Associate I | Associate I | Analyst II | GIS Analyst/ CAD Technician | Technical Editor | Administrative Assistant | Reproductions | | | Records Search | Mileage (Current IRS Rate) | GIS | GPS | | | | | | | | |
| | 2023 Hourly Rate | \$252 | \$231 | \$200 | \$184 | \$173 | \$147 | \$126 | \$110 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | \$0.655/mile | \$30/hour | \$100/day | 10.0% | | | | | | |
| 1 | Technical Studies | | | | | | | | | | | | | | | | | | | | | | | \$43,207 |
| 1.1 | Biological Conditions Report | 6 | | 14 | 46 | | 4 | | | 70 | \$13,364 | | | | \$75 | \$120 | \$100 | \$30 | \$325 | | | | | \$13,689 |
| 1.2 | Wetland Delineation Report | 12 | | 8 | 48 | | 8 | | | 76 | \$14,632 | | | | \$75 | \$240 | \$100 | \$43 | \$473 | | | | | \$15,105 |
| 1.3 | Cultural Resources Assessment Report | 1 | 8 | | 50 | | 6 | 4 | | 69 | \$12,686 | | \$15 | \$1,200 | \$75 | \$180 | \$100 | \$157 | \$1,727 | | | | | \$14,413 |
| 2 | CEQA Compliance | | | | | | | | | | | | | | | | | | | | | | | \$73,213 |
| 2.1 | Prepare Project Description | 10 | | 24 | | 12 | | | | 46 | \$9,396 | | | | | | | | | | | | | \$9,396 |
| 2.2 | Prepare CEQA IS/MND | 20 | 8 | 90 | 80 | 68 | 6 | 10 | | 338 | \$63,234 | | \$350 | | | \$180 | | \$53 | \$583 | | | | | \$63,817 |
| 3 | Environmental Permitting | | | | | | | | | | | | | | | | | | | | | | | \$26,662 |
| 3.1 | CWA Section 404 - USACE | 2 | | 6 | | 30 | 1 | | | 39 | \$7,041 | | | | | \$30 | | \$3 | \$33 | | | | | \$7,074 |
| 3.2 | CWA Section 401 - RWQCB | 8 | | 8 | | 40 | 2 | | | 58 | \$10,830 | | | | | \$60 | | \$6 | \$66 | | | | | \$10,896 |
| 3.3 | F&G Code Section 1602 - CDFW | 2 | | 8 | | 36 | 2 | | | 48 | \$8,626 | | | | | \$60 | | \$6 | \$66 | | | | | \$8,692 |
| 4 | Project Management and Coordination | | | | | | | | | | | | | | | | | | | | | | | \$6,860 |
| | General project management | 6 | | 20 | | | | | 12 | 38 | \$6,832 | | \$25 | | | | | \$3 | \$28 | | | | | \$6,860 |
| | Total Labor Hours | 67 | 16 | 194 | 410 | 226 | 29 | 14 | 12 | 782 | | | | | | | | | | | | | | |
| | Totals | \$16,884 | \$3,696 | \$38,800 | \$75,440 | \$39,098 | \$4,263 | \$1,764 | \$1,320 | | \$146,641 | | \$405 | \$1,200 | \$225 | \$870 | \$300 | \$300 | \$3,300 | | | | | \$149,941 |

Exhibit C – Schedule

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, Contractor shall perform services in accordance with the following schedule:

