

## DRAFT MEMORANDUM OF UNDERSTANDING

### Development of a Contra Costa Resilient Shoreline Plan through the Ocean Protection Council Senate Bill 1 Grant Program

This Memorandum of Understanding for the Development of a Contra Costa Resilient Shoreline Plan through the Ocean Protection Council Senate Bill 1 Grant Program (“**MOU**”) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”) by and among the City of Antioch (“**Antioch**”), Contra Costa County (“**County**”), City of Hercules (“**Hercules**”), City of Martinez (“**Martinez**”), City of Oakley (“**Oakley**”), City of Pinole (“**Pinole**”), City of Pittsburg (“**Pittsburg**”), City of San Pablo (“**San Pablo**”). Each of the foregoing parties to this MOU is sometimes referred to herein as a “**Party**,” and are sometimes collectively referred to herein together as the “**Parties**.” Antioch, Hercules, Martinez, Oakley, Pinole, Pittsburg, and San Pablo are sometimes referred to together herein as the “**Cities**,” and each individually as a “**City**.”

#### Recitals

A. In 2021, Governor Gavin Newsom signed Senate Bill 1 (“**SB 1**”) into law, which directs the State to provide funding to local and regional governments to develop sea level rise adaptation plans and implementation projects. In 2022, the California Air Resources Board awarded \$37.5 million dollars to the California Ocean Protection Council (“**OPC**”) to support the implementation of SB 1. In the Budget Act of 2023, OPC received an additional \$54.5 million for the continued implementation of SB 1. The State FY 24-25 Budget maintained \$77 million in funding for OPC’s SB 1 Sea Level Rise Adaptation Planning Grant Program (“**SB 1 Grant Program**”), which aims

to provide funding for coastal communities to develop consistent sea level rise adaptation plans and projects to build resilience to sea level rise along the entire coast of California and the San Francisco Bay.

B. On October 7, 2023, Senate Bill 272 (“**SB 272**”) was approved by Governor Newsom, which requires local governments lying, in whole or in part, within the jurisdiction of the San Francisco Bay Conservation and Development Commission (“**BCDC**”) to develop a subregional San Francisco Bay shoreline resiliency plan on or before January 1, 2034. The subregional plan must include use of the best available science, a vulnerability assessment that includes efforts to ensure equity for at-risk communities, sea level rise adaptation strategies and recommended projects, identification of lead planning and implementation agencies, and a timeline for updates. Local governments with subregional plans approved by BCDC will be prioritized for implementation funding. SB 272 also requires BCDC to establish guidelines for the preparation of the subregional plans on or before December 31, 2024. BCDC adopted the Regional Shoreline Adaptation Plan to comply with SB 272 requirements at its December 5, 2024, meeting.

C. In March 2024, the County submitted an application to OPC’s SB 1 Grant Program to support the preparation of the Contra Costa Resilient Shoreline Plan, a sea level rise adaptation plan to ensure the County’s compliance with SB 272. The County intends to coordinate with cities along the County’s shoreline that are vulnerable to sea level rise impacts. The County’s application included a budget allocation for Local Government Subcontractors to support the participation of these cities in the development of the Contra Costa Resilient Shoreline Plan. At OPC’s June 4, 2024, meeting, OPC approved the authorization to disburse up to \$1,499,285 to Contra Costa County for the Contra Costa Resilient Shoreline Plan.

D. The Parties wish to collaborate on the development of the Contra Costa Resilient Shoreline Plan to ensure consistency across local plans, robust engagement of all shoreline communities in the planning process, and collaborative implementation efforts. The Parties recognize that the key to success in adapting to sea level rise will be the coordination of activities across jurisdictional boundaries through collaborative development of the Contra Costa Resilient Shoreline Plan, which each Party may consider using, as it determines to be appropriate, to comply with SB 272.

E. The Parties wish to memorialize their commitments by means of this MOU.

#### Understandings

1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon execution of this MOU by all eight of the Parties, and this MOU shall remain in full force and effect until the earliest of the following events: (i) April 30, 2027, (ii) the date upon which the Parties submit all completed SB 1 grant deliverables to OPC, or (iii) the date upon which the Parties then party to the MOU execute a document jointly terminating the provisions of this MOU. An individual Party's obligations under this MOU terminate when the Party withdraws from the MOU in accordance with Section 3.
2. *Development of the Contra Costa Resilient Shoreline Plan*
  - a. *Cities to Become Local Government Subcontractors.* The County is the direct grantee from OPC. As such, the County is the fiscal agent for grant funds and will manage all contracts with subcontractors, including a community engagement partner subcontractor, technical subcontractor, and local government subcontractors. The County is leading the development of the Contra Costa Resilient Shoreline Plan and will, therefore, be involved in all subtasks described in the SB 1 Grant Workplan approved by OPC. A copy of that

approved SB 1 Grant Workplan is attached hereto as Exhibit A. \County responsibilities include but are not limited to leading the community engagement partner and technical subcontractor request for qualifications processes; developing project planning materials (e.g., Project Roadmap, Stakeholder Inventory, Community Education and Engagement Plan); providing input on the strategic update of existing vulnerability assessments; convening the Resilient Shoreline Coalition (“RSC”); consulting with stakeholders (e.g., local government subcontractors, RSC, local tribes, BCDC, Contra Costa Resilient Shoreline Committee); preparing for and conducting community workshops; providing input on the Contra Costa Resilient Shoreline Plan; and preparing materials for grant reporting. Each City agrees to participate in the subtasks for local government subcontractors described in the SB 1 Grant Workplan approved by OPC. Each City’s responsibilities described in the SB 1 Grant Workplan include but are not limited to supporting a minimum of five community workshops (e.g., identifying stakeholders to invite and assisting in organizing, promoting, and co-hosting workshops); reviewing one or more drafts of the Contra Costa Resilient Shoreline Plan to ensure compatibility with city planning requirements (e.g., general plans and climate action plans); reviewing other grant deliverables as capacity allows; attending Resilient Shoreline Coalition meetings (maximum of four per year); and ongoing coordination to evaluate progress for grant reporting. All deliverables described in the SB 1 Grant Workplan must be completed no later than April 30, 2027.

- b. *Single Contra Costa Resilient Shoreline Plan.* Through their joint and coordinated efforts under this MOU, the Parties will collaborate to develop a single Contra Costa Resilient Shoreline Plan that, at a minimum, satisfies the requirements of the

SB 1 grant agreement with OPC. The Contra Costa Resilient Shoreline Plan must be drafted in a manner that preserves, and does not purport to supersede, the land use authority of each Party within that Party's jurisdiction. Unless the Parties later agree otherwise, it is intended that the Contra Costa Resilient Shoreline Plan will be implemented by each Party within its respective jurisdiction only if that Party chooses to adopt the Contra Costa Resilient Shoreline Plan following its completion. The Parties that adopt the final Contra Costa Resilient Shoreline Plan will coordinate their implementation of the Contra Costa Resilient Shoreline Plan. Notwithstanding anything to the contrary herein, nothing pre-commits any Party to adopting the Contra Costa Resilient Shoreline Plan.

- c. *Cooperation of Efforts.* Each Party will designate staff who will endeavor to develop the Contra Costa Resilient Shoreline Plan and other SB 1 grant deliverables in an expeditious manner in accordance with the terms of this MOU.
- d. *Financing.* The County, as the awardee, will be the fiscal agent for all funds allocated under the SB 1 Grant Program. The funds allocated for local government subcontractors within the OPC SB 1 grant budget approved by OPC will be shared equally among the Cities. In consideration for each City's performance of its obligations under this MOU in connection with developing the Contra Costa Resilient Shoreline Plan and other SB 1 grant deliverables, the County will reimburse each City in the amount of \$6,775 once every six months during the term of this MOU. Provided, however, that a City shall not be entitled to any further reimbursement under this Section upon its withdrawal from this MOU, or upon the termination of this MOU, whichever occurs first.

Notwithstanding anything to the contrary herein, the total of all County payments under this Section to any City shall not exceed \$27,100 during the term of this MOU.

- e. *Approval of the Contra Costa Resilient Shoreline Plan.* The Parties agree that the Contra Costa Resilient Shoreline Plan will become effective for the unincorporated areas of Contra Costa County upon its approval and adoption by the Contra Costa County Board of Supervisors, which shall be within its sole discretion to approve. The Contra Costa Resilient Shoreline Plan will not become effective as to any City unless and until the plan is approved by that City's City Council, which shall be within its sole discretion to approve. This agreement does not prevent any City or third party from using the Contra Costa Resilient Shoreline Plan, or any portion of it, as that City or third party determines in order to comply with SB 272.
3. *Withdrawal.* Any Party shall have the ability to withdraw from this MOU by providing sixty (60) days advance written notice of its intention to withdraw. Said notice shall be given to each of the other Parties.
- a. A withdrawal shall not terminate, or relieve the withdrawing Party from, any express contractual obligation to another Party to this MOU or to any third party incurred or encumbered prior to the withdrawal.
  - b. In the event of a Party's withdrawal, this MOU shall continue in full force and effect among the remaining Parties.

4. *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary actions referenced in this MOU, including but not limited to adopting the Contra Costa Resilient Shoreline Plan. The Plan will not be adopted by any agency until the adopting party complies with the California Environmental Quality Act and the National Environmental Policy Act.
5. *Books and Records*. Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers, or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement, providing that nothing in this paragraph shall be construed to operate as a waiver of any applicable privilege and provided further that nothing in this paragraph shall be construed to give any Party rights to inspect the other Party's records in excess of the rights contained in the applicable provisions of the California Public Records Act and Contra Costa County Better Government Ordinance.
6. *General Provisions*
  - a. *Authority*. Each signatory of this MOU represents that they are authorized to execute this MOU on behalf of the Party for which they sign. Each Party represents that it has legal authority to enter into this MOU and to perform all of its obligations under this MOU.
  - b. *Amendment*. This MOU may be amended or modified only by a written instrument executed by each of the Parties to this MOU.
  - c. *Jurisdiction and Venue*. This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law

rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of Contra Costa, California.

- d. *Headings.* The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties to this MOU.
- e. *Construction and Interpretation.* This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.
- f. *Entire Agreement.* This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.
- g. *Partial Invalidity.* If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.



- h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.
- i. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.
- j. *Compliance with Law.* In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations, and ordinances.
- k. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any non-Party or in any member of the public as a third-party beneficiary.
- l. *Counterparts.* This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- m. *Notices.* All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if

mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

**City of Antioch**

City Manager

P.O. Box 5007

Antioch, CA 94531-5007

Telephone: (925) 779-7011

Facsimile: (925) 779-7003

**Contra Costa County**

Director, Department of Conservation and Development

30 Muir Road

Martinez, CA 94553

Phone (925) 674-7866

**City of Hercules**

City Manager

111 Civic Drive

Hercules, CA 94547

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

**City of Martinez**

City Manager

525 Henrietta Street

Martinez, CA 94553

Telephone: (925) 372-3500

**City of Oakley**

City Manager

3231 Main Street

Oakley, CA 94561

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

**City of Pinole**

City Manager

2131 Pear Street

Pinole, CA 94564

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

**City of Pittsburg**

City Manager

65 Civic Avenue

Pittsburg, CA 94565

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

**City of San Pablo**

City Manager

1000 Gateway Avenue

San Pablo, CA 94806

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

A courtesy copy of any notice may be given by facsimile or email, but such courtesy copy shall not be a substitute for providing notice in the manner required by this section. A Party may

change its address for notices by given written notice to the other Parties in accordance with this Section at least five days before the new address becomes effective.

**CITY OF ANTIOCH**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Name, Position**

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Name, Position**

**CONTRA COSTA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

John Kopchik, Director of  
Conservation and Development

APPROVED AS TO FORM:

Thomas L. Geiger, County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Assistant County Counsel

**CITY OF HERCULES**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Name, Position**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name, Position

Date: \_\_\_\_\_

**CITY OF MARTINEZ**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Michael Chandler, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Teresa Highsmith

**CITY OF OAKLEY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name, Position

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name, Position

**CITY OF PINOLE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name, Position

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name, Position

Date: \_\_\_\_\_

**CITY OF PITTSBURG**

By: \_\_\_\_\_  
Name, Position

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name, Position

Date: \_\_\_\_\_

**CITY OF SAN PABLO**

By: \_\_\_\_\_  
Name, Position

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name, Position

Date: \_\_\_\_\_