

COUNTY OF SAN MATEO  
Inter-Departmental Correspondence

Date: June 13, 2001  
Hearing Date: June 26, 2001

TO: Honorable Board of Supervisors  
FROM: Brian Zamora, Director, Public Health and Environmental Protection Division  
SUBJECT: **Reimbursement of County's Cost to Locate Septic Systems, County Park Roads and Culverts via Global Positioning Systems (GPS) in San Mateo County Coastal Area**

RECOMMENDATION

Adopt a Resolution:

- 1) Authorizing the President of the Board of Supervisors to enter into an agreement with the California Coastal Conservancy that will enable the County to obtain reimbursement for all costs associated with locating septic systems, County park roads, and County park culverts with Global Positioning System (GPS) in the San Mateo County coastal area; and
- 2) Authorizing the Director of Health Services, or her designee, to execute any and all future amendments and renewal agreements.

Background

Improperly operated septic systems and increased sedimentation of creeks threaten public health and cause environmental damage within the coastal watershed. Over the past year Supervisors Gordon and Hill have chaired the Watershed Protection and Restoration Coordinating Council (WPRCC) with the purpose developing a consistent County approach to watershed issues. Environmental Health implements two programs in response to issues identified by the WPRCC. These programs include the Triennial Septic Tank Inspection program, under which septic systems in the coastal area are inspected every three years, and the expansion of our beach sampling program to pinpoint sources of contamination along creeks. The San Mateo County Chapter of Surfrider Foundation has greatly assisted county staff in their efforts.

Increased sedimentation in coastal creeks has threatened coho salmon and steelhead trout spawning grounds. San Mateo County parks offer protection for spawning grounds as well as for other sensitive habitats. Roads and culverts within county parks are a potential source of increased sediment transport to coastal creeks. There are currently no accurate maps of County park roads and culverts, which hinders county staff in their efforts to identify and control sources of sedimentation.

## Discussion

The State Coastal Conservancy has a program to provide grants to rural, coastal communities to assist in the efforts to identify sources of river and stream sewage effluent, and to develop plans for the remediation of contamination problems. Locating septic systems, county park roads and culverts with GPS units will allow for more efficient evaluation of potential impacts from these sources. By locating septic tanks with GPS units, existing Environmental Health programs will be enhanced by improved management of septic systems and will allow staff to better protect the buffer zones along creeks and within watersheds. In order to expedite the approval process, the State Coastal Conservancy has requested that the Director of Health Services be given signing authority to approve amendments and renewal agreements related to this agreement.

## Term and Fiscal Impact

Grant funds from the State Coastal Conservancy are available on a contractual basis that will enable the County to obtain reimbursement for all costs associated with locating septic systems, County park roads and County park culverts with Global Positioning Systems (GPS) in the San Mateo County coastal area. The total cost of the project is \$250,000, which will be reimbursed by the State Coastal Conservancy, including the cost of all required equipment and personnel. When the plan for the whole project is complete, the expenditures for 2001-02 will be known and incorporated into an ATR for your Board's approval. There will be no net County cost. The term for the agreement is June 1, 2001 to June 30, 2003.

RECOMMENDED

  
\_\_\_\_\_  
DIRECTOR, HEALTH SERVICES

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
WITH THE CALIFORNIA COASTAL CONSERVANCY  
FOR REIMBURSEMENT OF COSTS TO LOCATE  
SEPTIC SYSTEMS, COUNTY PARK ROADS AND CULVERTS VIA  
GLOBAL POSITIONING SYSTEMS (GPS)  
IN SAN MATEO COUNTY COASTAL AREA

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California that

WHEREAS, the California Coastal Conservancy has a program to provide grants to rural, coastal communities to assist in the efforts to identify sources of river and stream sewage effluent, and to develop plans for the remediation of contamination problems; and

WHEREAS, County of San Mateo has developed recommendations to improve management of septic tanks and properly locate and evaluate County park roads and culverts; and

WHEREAS, the grant from the California Coastal Conservancy will allow the County to locate septic tanks and County park roads and culverts with Global Positioning Systems (GPS), thus enhancing the Triennial Septic Inspection Program, the Creek Sampling and Remediation Program, and allowing for appropriate evaluation of potential impacts from County roads and culverts;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the agreement with the State Coastal Conservancy is approved. The President of this Board of Supervisors is authorized to execute this Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED, that the Director of Health Services, or her designee, is hereby authorized to execute any and all future amendments and renewal agreements related to this Agreement.

**STANDARD AGREEMENT** — APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER 00-192	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION 94-6000532	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Deputy Executive Officer	AGENCY State Coastal Conservancy	hereafter called the State,
CONTRACTOR'S NAME San Mateo County		hereafter called the County

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amounts to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

**SCOPE OF AGREEMENT**

Pursuant to Chapter 6 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to San Mateo County ("the grantee") a sum not to exceed two hundred, fifty thousand dollars (\$250,000), subject to the terms and conditions of this agreement. These funds shall be used by the grantee to undertake the San Mateo Coastal Septics Assessment as shown on Exhibit A, which is incorporated by reference and attached.

Conservancy funds shall be used to inventory the location of septic systems and develop related plans for addressing septic problems.

(Continued on the following pages)

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.  
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

<b>STATE OF CALIFORNIA</b>	<b>CONTRACTOR</b>
AGENCY State Coastal Conservancy	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) San Mateo County
BY (AUTHORIZED SIGNATURE) ▷	BY (AUTHORIZED SIGNATURE) ▷
PRINTED NAME OF PERSON SIGNING Steve Horn	PRINTED NAME AND TITLE OF PERSON SIGNING Mike Nevin, President
TITLE Deputy Executive Officer	ADDRESS 455 County Center, 4th Floor Redwood City, CA 94063

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 250,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE General Fund
	(OPTIONAL USE) San Mateo Coastal Septics Assessment	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ -0-	ITEM 3760-302-0001 (4)	CHAPTER 052
TOTAL AMOUNT ENCUMBERED TO DATE \$ 250,000.00	STATUTE 2000	FISCAL YEAR 00/01
OBJECT OF EXPENDITURE (CODE AND TITLE) Coastal Water Quality/ Enhancement		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO. / B.R. NO.

Department of General Services  
 Use Only  
 I Certify that this grant agreement is exempt from the provisions of the Department of General Services

SIGNATURE OF ACCOUNTING OFFICER	DATE
---------------------------------	------

San Mateo County  
Grant Agreement No. 00-192  
Page 2

### **SCOPE OF AGREEMENT** (Continued)

The grantee shall carry out the project in accordance with this agreement and a work program to be approved by the Executive Officer of the Conservancy ("the Executive Officer") pursuant to this agreement.

### **CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

1. A resolution has been adopted by the Board of Supervisors of the grantee authorizing the execution of this agreement and approving its terms and conditions.
2. The Executive Officer has approved in writing:
  - a. The work program for the project.
  - b. All contractors that the grantee intends to employ in connection with the project.

### **TERM OF AGREEMENT**

This agreement shall be deemed executed and effective when signed by both parties and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through June 30, 2003 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by March 30, 2003 ("the completion date").

### **AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its June 25, 2001 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit A. This agreement is executed pursuant to that authorization.

San Mateo County  
Grant Agreement No. 00-192  
Page 3

### Standard Provisions

#### WORK PROGRAM

Prior to commencement of the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval as to its consistency with the terms of this agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs to be incurred to complete each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant, and all other sources of monies, materials, or labor.

If all or part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any request for contractor bids, submit the bid package for review and written approval of the Executive Officer. Upon approval by the Executive Officer, the grantee shall proceed with the bidding process. Prior to final selection, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to implementation.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

#### COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

San Mateo County  
Grant Agreement No. 00-192  
Page 4

## WORK PRODUCTS

All materials and work products produced by the grantee as a result of this agreement are the property of the Conservancy.

## COSTS AND DISBURSEMENTS

Upon determination by the Conservancy that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

Disbursements shall be made on the basis of costs incurred to date, less ten percent, upon the grantee's satisfactory progress in accordance with the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. Disbursement of the ten percent withheld shall be made upon (1) the grantee's satisfactory completion of the project, compliance with the "PROJECT COMPLETION" section of this agreement, and submission of a fully executed final "Request for Disbursement" form; and (2) the Conservancy's acceptance of the project.

The grantee shall request disbursements by filing with the Conservancy fully executed "Request for Disbursement" forms (available from the Conservancy). The grantee shall include in the forms its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The forms shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

The forms shall be signed by an authorized representative of the grantee. Each form shall be accompanied by any supporting invoices or other source documents from contractors that the grantee engaged to complete any portion of the work funded under this agreement, and by written substantiation of completion of the portion of the project for which disbursement is requested. With each form, the grantee shall submit a supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.). Failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until all deficiencies are rectified.

San Mateo County  
Grant Agreement No. 00-192  
Page 5

### **EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

The grantee shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among the items in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

### **PROJECT COMPLETION**

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting: (1) work products specified in the work program for the project; and (2) a fully executed final "Request for Disbursement" form. Within thirty days of grantee's compliance with this paragraph, the Conservancy shall determine whether the project has been satisfactorily completed. If the Conservancy determines that the project has been satisfactorily completed, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter of acceptance.

### **EARLY TERMINATION AND FAILURE TO PERFORM**

Prior to the completion of the project, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates the agreement prior to the completion of the project, the grantee shall take all reasonable measures to prevent further costs to the Conservancy under this agreement, and the Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.

If the grantee fails to complete the project in accordance with this agreement, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially



San Mateo County  
Grant Agreement No. 00-192  
Page 6

### **EARLY TERMINATION AND FAILURE TO PERFORM** (Continued)

completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

### **LIABILITY**

The grantee shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees, from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or any member of it rights as a third party beneficiary under this agreement.

### **AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Practices" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

San Mateo County  
Grant Agreement No. 00-192  
Page 7

### AUDITS/ACCOUNTING/RECORDS (Continued)

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

### COMPUTER SOFTWARE

The contractor certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations, Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this agreement. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. *This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.*

San Mateo County  
Grant Agreement No. 00-192  
Page 8

### **INDEPENDENT CAPACITY**

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

### **ASSIGNMENT**

Without the written consent of the State, this agreement is not assignable by the grantee in whole or in part.

### **TIMELINESS**

Time is of the essence in this agreement.

### **EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

### **AMENDMENT**

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

### **LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

**SAN MATEO RURAL COASTAL SEPTICS ASSESSMENT**

**Agenda Item XIV.**

**June 25, 2001**

EXHIBIT A

COASTAL CONSERVANCY

Project Summary  
June 25, 2001

SAN MATEO RURAL COASTAL SEPTICS ASSESSMENT

File No. 01-025  
Project Manager: Marc Beyeler

**RECOMMENDED ACTION:** Authorization to disburse up to \$250,000 to San Mateo County to identify sources of sewage effluent from on-site septic systems and to develop plans to address contamination to coastal waters in coastal San Mateo County.

**LOCATION:** Coastal San Mateo County (Exhibit 1).

**PROGRAM CATEGORY:** Resource Enhancement

<b>ESTIMATED COST:</b>	Coastal Conservancy*	<u>\$250,000</u>
	Total	\$250,000

\* The source of Conservancy funds is the FY 2000/01 General Fund appropriation for "grants to rural, coastal communities to assist in their efforts to identify sources of river and stream sewage effluent and to develop plans for the remediation of contamination problems."

**PROJECT SUMMARY:** This project would provide up to \$250,000 to San Mateo County to identify sources of sewage effluent from on-site septic systems and develop plans to address contamination to near-shore waters in coastal San Mateo County.

The western San Mateo County coastal area is predominantly rural in character, and a large proportion of its wastewater needs are served by individual on-site sewage disposal systems.

Most of these systems consist of old installations that are sub-standard and many may represent a continuing source of public health problems and pollution to coastal creeks and streams.

The FY 2000/01 Coastal Conservancy budget includes funds for grants to "rural, coastal communities to assist in their efforts to identify sources of river and stream sewage effluent and

to develop plans for the remediation of contamination problems.”

The proposed authorization would provide funds to San Mateo County to undertake the identification of on-site septic systems in coastal San Mateo county. Conservancy funds will be used to inventory the location of septic systems and to develop plans for addressing septic problems.

following Resolution pursuant to Sections 31251-31270 of Division 21 of the Public Resources Code:

"The State Coastal Conservancy hereby authorizes disbursement of an amount not to exceed two hundred fifty thousand dollars (\$250,000) to San Mateo County to identify sources of sewage effluent from on-site septic systems and development plans to address contamination to coastal water bodies. This authorization is subject to the condition that prior to the disbursement of any funds, San Mateo County shall submit for the review and approval of the Conservancy's Executive Officer:

1. A work program, including schedule, budget, and timeline; and
2. The names of any contractors it intends to use to prepare project plans."

Staff further recommends that the Conservancy adopt the following findings:

~~"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:~~

1. The proposed project is consistent with the purposes and criteria in Chapter 6 of the Public Resources Code (Sections 31251-31270) regarding the enhancement of coastal resources; and
2. The proposed project is consistent with the Project Selection Criteria and Guidelines adopted by the Conservancy on January 24, 2001."

**STAFF DISCUSSION:**

**Project Description:** The proposed authorization would provide funds to San Mateo County to undertake the identification of on-site septic systems in coastal San Mateo County. State funds will be used to inventory the location of septic systems and to develop plans for addressing septic problems

<b>Project Financing:</b>	Coastal Conservancy*	<u>\$250,000</u>
	Total	\$250,000

\* The source of Conservancy funds is the FY 2000/01 General Fund appropriation for "grants to rural, coastal communities to assist in their efforts to identify sources of river and stream sewage effluent and to develop plans for the remediation of contamination problems."

**Site Description:** San Mateo County has 45 miles of coastline, predominately rural in character and separated from the urban San Francisco Bay Area by the Santa Cruz Mountains. Although this natural barrier has protected much of this rural coast from urban development, it has also resulted in a lack of public works, such as sewer systems. On-site wastewater treatment and disposal systems (septic systems) provide most of the sewer facilities in this rural area.

Many of the residential structures in this area were built before 1930 when sewage disposal consisted of cesspools and pit privies. Although almost all of these were changed to septic systems by the 1950s, a few pit privies are still in use. Many of the early septic systems, also in use, were built and installed without permits.

**Project History:** San Mateo first started regulating septic systems around 1950. The design and installation of septic systems were not brought up to modern standards until the 1970s. Since much of the construction in the rural coastal area took place prior to the 1970s, many of the existing systems (estimated at approximately 2,000 in the rural coastal area) are a potential threat to surface waters, groundwater, the environment, and public health.

In the past two years, local officials in San Mateo County have significantly increased their efforts to address environmental and water quality problems resulting from on-site septic systems. San Mateo County instituted two programs to help eliminate these problems in 1999.



The first program is a Triennial Septic Inspection Program. Under this program all 4,000-5,000 county septic systems are to be inspected every three years. At this time, about 1,000 systems have been inspected. One big problem has been identifying the location of the systems. To date, however, these limited inspections have revealed many sewage disposal problems. Some septic systems were found connected directly or indirectly to streams or to the nearshore coastal ocean waters.

The second program, the Creek Sampling and Remediation Program, also started in 1999 as a joint effort of the San Mateo Chapter of Surfrider Foundation and the County Department of Environmental Health. Under this program Surfrider volunteers and County staff collect water samples which are analyzed for the concentration of *E. coli* bacteria. The results are used to locate point sources of contamination. Using this method, the County Environmental Health Department was able to remove several sources of contamination from San Vicente Creek, which empties into the ocean at the Fitzgerald Marine Reserve—a very popular tidepool area visited by 800,000 people annually.

**PROJECT SUPPORT:** The project is supported by community residents and local and state agencies, as well as by state legislative representatives, Assemblymembers Bryon Sher and Joe Simitian and State Senator Jackie Speier. Letters of support will be hand-carried to the Conservancy Board meeting.

**CONSISTENCY WITH  
CONSERVANCY'S  
ENABLING LEGISLATION:** Chapter 6 of Division 21 of the Public Resources Code (Sections 31251-31270) provides for the Coastal Conservancy's participation in coastal resource enhancement projects. The proposed authorization would facilitate the identification of sources of pollution to the coastal waters of San Mateo County, including the many coastal creeks and streams.

Accordingly, the proposed project is consistent with Section 31251, under which the Conservancy may award grants to state agencies, local public agencies and nonprofit organizations for projects that seek to remedy loss of natural values because of natural or human-induced events.

**CONSISTENCY WITH  
CONSERVANCY'S  
PROJECT SELECTION  
CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines adopted January 24, 2001, in the following respects:

**Required Criteria**

**Promotion of the Conservancy's statutory programs and purposes:** As indicated above, the proposed project is consistent with Chapter 6 of Division 21 of the Public Resources Code (Sections 31251-31270), which provides for the Coastal Conservancy's participation in coastal resource enhancement projects.

**Consistency with funding source:** The proposed information collection and analysis will be funded with monies appropriated to the Conservancy for "grants to rural, coastal communities to assist in their efforts to identify sources of river and stream sewage effluent and to develop plans for the remediation of contamination problems."

**Support:** The proposed project has community and agency support. Letters of support will be hand-carried to the Conservancy's June 25 meeting.

**Location:** The proposed project is intended to protect riparian and coastal resources in rural coastal San Mateo County.

**Need:** The financial support and participation of the Conservancy are critical for the success of this project. San Mateo County is contributing staff for the related projects described in the staff recommendation.

**Greater than Local Interest:** Addressing coastal water quality issues is a statewide concern. Information developed from this project will be used, where appropriate, to assist other rural communities in addressing similar circumstances.

**Additional Criteria**

**Significance:** The proposed project represents a unique opportunity to correct coastal water quality problems that result from old and inadequate septic systems. Information developed from this project may be transferable to other similar situations in rural communities along the California coast.

**CONSISTENCY WITH  
THE COASTAL ACT:**

The proposed project would be consistent with the planning and management policies contained in Section 30231 of the Public Resources Code, which states that "the biological productivity and the quality of coastal waters, streams, wetlands, estuaries and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored. . . ." The objective of the project would be to restore the coastal waters and riparian areas of coastal San Mateo County.

**COMPLIANCE  
WITH CEQA:**

The proposed project is statutorily exempt from the provisions of the California Environmental Quality Act under 14 California Code of Regulations Section 15262 in that it involves planning studies and information collection. Conservancy staff will file a *notice of exemption upon approval of the proposed authorization.*

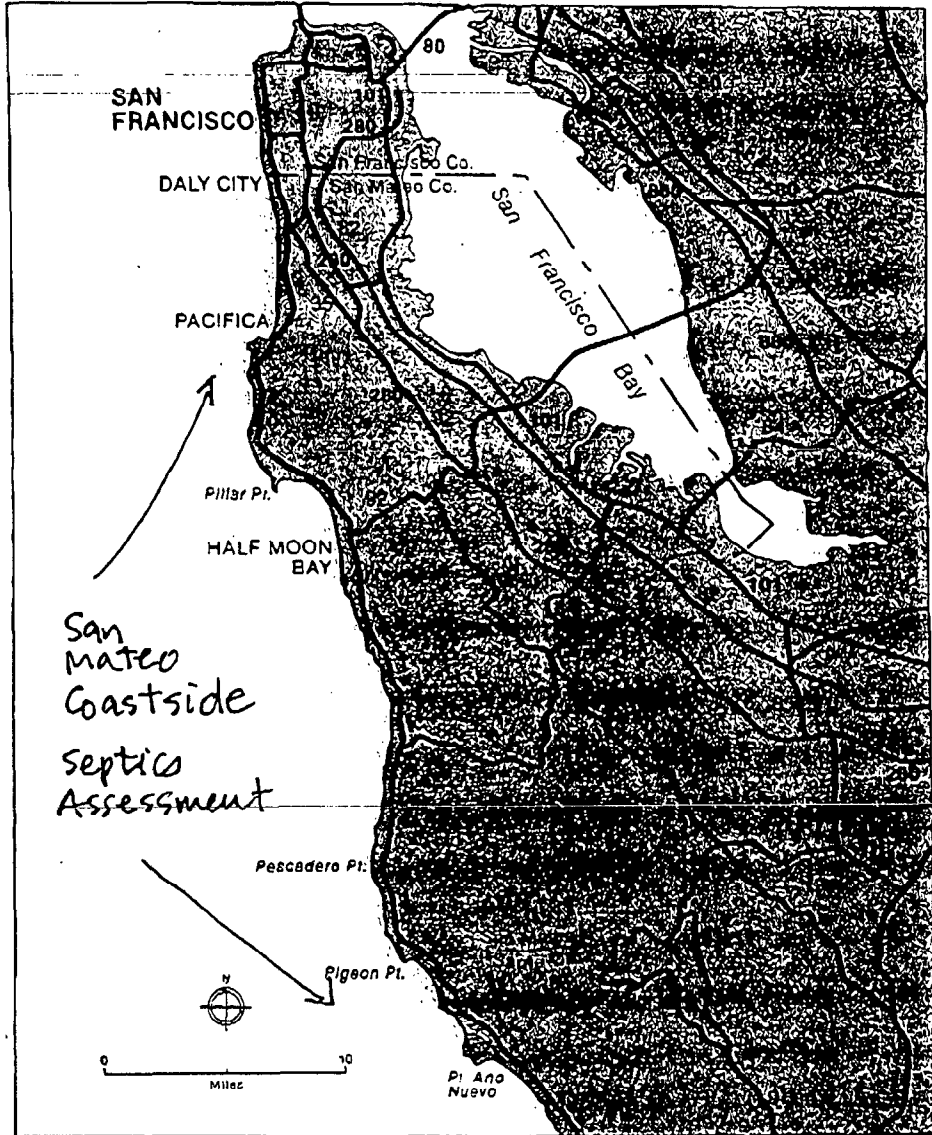


Exhibit 1. Regional Location Map  
San Mateo Rural/Coastal