

SEWER AUTHORITY MID-COASTSIDE

Staff Report

Subject / Title

Adopt Pilarcitos Creek Restoration Workgroup (PCRW) Plan and Authorize Manager to Sign Implementation Funding Agreement

Staff Recommendation:

Adopt PCRW Plan and Authorize Manager to Sign Implementation Funding Agreement

Fiscal Impact:

Up to \$2,500; sufficient funds are available in the FY2008-09 budget.

Discussion/Report:

In 2005, SAM joined with other agencies and groups* interested in the health and well-being of Pilarcitos Creek. That effort started with a SAM Board resolution of support. The result was the Integrated Watershed Management Plan (IWMP) developed through the PCRW. I am pleased to report that the IWMP has been completed and can be found here:

<http://www.samcleanswater.org/RecycledWater/PCRWIWMP.pdf>

Earlier in this agenda, Kellyx Nelson, Executive Director of the San Mateo County Resource Conservation District, will speak to the Board on behalf of the PCRW. Ms. Nelson will state and explain the reasons for adopting the plan. Adoption of the plan restates SAM's commitment to the project. Further, she will discuss the need for funding one year of the ongoing administrative and implementation efforts. The funding will be accomplished through the Memorandum of Understanding (MOU) – the implementation funding agreement.

Attached is the MOU for your review. SAM Counsel Copeland will have reviewed the MOU and his suggested changes will be incorporated.

* California Department of Fish and Game, California State Parks, City of Half Moon Bay, Coastside County Water District, Committee for Green Foothills, Midpeninsula Regional Open Space District, National Marine Fisheries Service, Peninsula Open Space Trust, Pilarcitos Creek Advisory Committee, San Francisco Public Utilities Commission, San Mateo County, San Mateo County Farm Bureau, San Mateo County Resource Conservation District, Surfrider Foundation - San Mateo Chapter

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MEMORANDUM OF UNDERSTANDING
by and between
SAN FRANCISCO PUBLIC UTILITIES COMMISSION, COASTSIDE COUNTY
WATER DISTRICT, SEWER AUTHORITY MIDCOASTSIDE, and
SAN MATEO RESOURCE CONSERVATION DISTRICT
for
FUNDING OF THE IMPLEMENTATION OF THE PILARCITOS CREEK
INTEGRATED WATERSHED MANAGEMENT PLAN

This Memorandum of Understanding (MOU), dated November , 2008 is entered into by and between the San Mateo County Resource Conservation District (“RCD”), Coastside County Water District (“CCWD”), Sewer Authority Mid-Coastside (“SAM”), and the San Francisco Public Utilities Commission (“SFPUC”) for the purpose of funding the implementation of the Pilarcitos Creek Integrated Watershed Management Plan (“IWMP”).

WHEREAS, the SFPUC owns and manages approximately 25% of the Upper Pilarcitos Creek Watershed as a part of its water supply operations, and has participated with the RCD in the meetings of the Pilarcitos Restoration Workgroup (“Workgroup”); and

WHEREAS, the RCD is a non-regulatory public benefit district to help people protect, conserve, and restore natural resources; and has participated in the Workgroup; and was the project manager to develop the IWMP; and

WHEREAS, SAM collects, transmits, treats and disposes of wastewater for the benefit of the lands and inhabitants within its service boundaries, and has participated in the Workgroup; and

WHEREAS, CCWD provides treated water to customers located within its service boundaries, and has participated in the Workgroup; and

WHEREAS, the SFPUC, RCD, SAM, and CCWD and others established the Workgroup by Memorandum of Understanding to work as partners to balance all of the beneficial uses of available water resources in the Pilarcitos Creek watershed and to find solutions that protect the environment, agriculture, public health, domestic water supply, and economic interests; and

WHEREAS, the RCD is willing to act as the coordinating and administrative entity for the implementation of the IWMP;

NOW, THEREFORE, it is mutually understood and agreed as follows:

Section 1: Authority of Parties

- 1.1 The SFPUC is responsible for managing San Francisco’s municipal utilities pursuant to the Charter of the City and County of San Francisco.
- 1.2 The RCD is a special benefit district as set forth in Division 9 of the California Public Resources Code.

- 1.3 CCWD is a local water district responsible for treating and supplying water to customers located in the City of Half Moon Bay and the unincorporated coastal communities of El Granada, Miramar and Princeton-By-The-Sea for domestic and agricultural use.
- 1.4 SAM is a Public Agency formed by a Joint Exercise of Powers Agreement amongst the City of Half Moon Bay, the Granada Sanitary District, and the Montara Water and Sanitary District.

SECTION 2: IWMP IMPLEMENTATION STRATEGY

- 2.1 Section 5.1.2 of the IWMP describes the plan to ensure that projects identified in the IWMP will be realized to achieve the goals of the IWMP.
- 2.2 The RCD will manage and oversee implementation of the IWMP with funding from SFPUC, CCWD, and SAM as described in Section 3 of this MOU. This implementation funding and support will provide resources for the RCD to ensure the continuation of Workgroup meetings, prepare and distribute an annual report or newsletter which will highlight the IWMP's progress on meeting its milestones, facilitate among Workgroup members, and develop information resources.

SECTION 3: FUNDING IMPLEMENTATION OF THE IWMP

- 3.1 **SFPUC, CCWD, and SAM Funding Share:** The total cost of one year of RCD implementation oversight is estimated to be \$7,500.00. The total implementation cost will be divided three ways. The SFPUC, CCWD, and SAM each will contribute the sum of \$2,500 to the RCD for the first year of implementation of the IWMP.
- 3.2 **Disbursement of Funds to RCD:** The SFPUC, CCWD, and SAM will each transfer its \$2,500 contribution to the RCD in one lump sum.
- 3.3 **Relationship of Parties With Respect to Funding:** The obligation of each party to make payments under the terms and provisions of this MOU is an individual and several obligations and not a joint obligation with those of the other parties. Each party shall be individually responsible for its own obligations under this MOU. No party shall be under the control of or shall be deemed to control any other party or parties collectively. No party shall be the agent of or have the right or power to bind any other party without such party's express written consent, except as expressly provided in this MOU.
- 3.4 **Fiscal Management:** The RCD shall establish and maintain all accounts that are required to track the use of implementation funds, and to ensure that the contributions are used solely for purposes of implementing the IWMP, as generally set forth in section 2 of this MOU.

Section 4: General Provisions Governing MOU

- 4.1 **Term:** The term of this MOU shall be for one year from the date of execution by the parties. Any party may terminate this MOU upon provision of seven days' written notice to the other party.

- 4.2 **Amendment:** The parties may agree to modify the terms of this MOU by written agreement authorized by the governing boards of all parties.
- 4.3 **Invalidity of Any Term Not to Invalidate Entire Memorandum:** In the event that any of the terms, covenants or conditions of this MOU or the application of any such term, covenant or condition shall be held invalid as to any party by any court of competent jurisdiction, all other terms, covenants, or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.
- 4.4 **Assignment:** The services to be performed by the RCD are personal in character and neither this MOU nor any duties or obligations hereunder may be assigned or delegated by the RCD unless first approved by the other parties by written instrument executed and approved in the same manner as this MOU.
- 4.5 **Liability:** The obligations of the SFPUC, CCWD, and SAM under this agreement shall be limited to the payment of the compensation provided for in section 3 of this MOU. Notwithstanding any other provision of this MOU, in no event shall the City of San Francisco, CCWD, or SAM be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to lost profits, arising out of or in connection with this agreement or the services performed in connection with this agreement.
- 4.6 **Construction of Terms:** This MOU is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.
- 4.7 **Good Faith:** Each party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 4.8 **Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year indicated on the first page of this MOU.

COASTSIDE COUNTY WATER DISTRICT
Authorized by the Coastside County Water District

Adopted _____, 2008

By

XXXXXX
XXXXXX

Date

SEWER AUTHORITY MID-COASTSIDE
Authorized by the Sewer Authority Mid-Coastside

Adopted _____, 2008

By

John F. Foley III
Manager

Date

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