

8/15/2012

Memorandum of Understanding (MOU) Among

California Department of Fish and Game, California State Parks, City of Half Moon Bay, Coastside County Water District, Coastside Land Trust, 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, Sewer Authority Mid-Coastside, Surfrider Foundation - San Mateo Chapter

Regarding

Continuation of the Pilarcitos Creek Restoration Workgroup
to Implement the 2008 Pilarcitos Integrated Watershed Management Plan

I. Recitals

- A. The groups listed above have been working together as the Pilarcitos Creek Restoration Workgroup (Workgroup) to oversee development of the Pilarcitos Integrated Watershed Management Plan (IWMP). The Workgroup was established by a Memorandum of Understanding dated January 25, 2007 that expires May 31, 2012.
- B. The IWMP was prepared by Philip Williams & Associates for the San Mateo County Resource Conservation District and California State Water Resources Control Board and completed on October 24, 2008. It was funded by a \$202,500 grant received by the San Francisco Public Utilities Commission (SFPUC) from the State Water Resources Control Board's 20052006 Consolidated Grants Program, and an associated cost share contribution of \$67,500 from the SFPUC.
- C. The purpose of the IWMP is to promote balanced solutions to effectively manage the Pilarcitos Creek watershed that satisfy environmental, public health, domestic water supply, and economic interests. It achieves this purpose by prioritizing restoration projects that individually or collectively help to achieve six key goals:
 - 1. Protect and recover steelhead trout and other native aquatic and riparian species.
 - 2. Enhance streamflows while maintaining yield.
 - 3. Manage stream channel corridors to reduce erosion, sedimentation and flood risks.
 - 4. Increase native riparian vegetation.
 - 5. Maintain good water quality conditions.
 - 6. Promote community and stakeholder collaboration.
- D. The groups listed above have decided collectively to continue as the Workgroup to implement the IWMP.

II. Purpose of this MOU

The purpose of this MOU is to describe how the Workgroup operates as a collaborative forum to achieve the common goal of protecting and restoring the natural resources of the Pilarcitos Creek watershed.

III. Definitions

The abbreviations and capitalized words and phrases used in this MOU have the following meanings:

- A. "IWMP" refers to the Pilarcitos Integrated Watershed Management Plan.
- B. "RCD" refers to San Mateo County Resource Conservation District.
- C. "Party" or "Parties" refers to the organization(s) signing this MOU.
- D. "Signatory" or "Signatories" refers to the person or group of people signing this MOU on behalf of their organization(s). The Signatories are the General Managers, Directors, Executive Officers, etc. from each organization, or their designees.
- E. "Workgroup" refers to the Pilarcitos Creek Restoration Workgroup.
- F. "Members" refers to the individuals delegated by the Signatories to represent their organization on the Workgroup.

IV. Workgroup Principles, Organization, and Participant Roles

- A. **Convener of Workgroup Meetings:** The RCD will serve as the convener of Workgroup meetings and in this role will initiate and circulate draft meeting agendas and provide meeting summaries.
- B. **Voluntary Participation; Designation of Party Representatives; Ability to Set Meetings; Formation of Subcommittees:** Participation in the Workgroup is voluntary, and open to the public. As a consequence of this MOU, each Signatory shall designate a representative as the primary contact for that Party on all Workgroup activities. The designated representatives will constitute the Workgroup Members. Members agree to keep the Workgroup informed of activities they are carrying out related to restoration efforts in the Pilarcitos Creek watershed. As necessary, the Signatory from any Party can call a meeting of the Signatories. At least two meetings of the Signatories will occur during each calendar year to keep each Party informed of current events at the policy recommendation and decision-making level. As necessary, the Workgroup Members or Signatories can establish ad hoc committees to conduct work on behalf of the Workgroup. These ad hoc subcommittees would report back to the Workgroup.
- C. **Meeting Schedules, Circulation of Agendas, and Meeting Summaries:** The Workgroup convenes approximately twice per year. Draft agendas and meeting summaries will be circulated in advance to Workgroup Members for comment before email distribution to the broader group. Draft meeting summaries will be finalized by adoption by Workgroup Members at the next meeting. Adopted meeting summaries will be posted by the RCD on their website, making them available to the public. If for whatever reason the RCD is unable or unwilling to provide this service, new arrangements will be made to make these minutes available to the public.
- D. **Workgroup Dispute Resolution:** The intent of the Parties is that any dispute should be resolved at the Workgroup Member level, if possible. However, nothing contained herein shall be deemed to preclude any Party from seeking to resolve a dispute between Parties by any other lawful means. If agreement on an issue cannot be reached among the Workgroup Members, then any Party may seek a more formal level of dispute resolution as described in this paragraph.

V. General Provisions of this MOU

- A. Term:** This MOU will expire in five years from the date of execution by all Parties listed above unless extended by mutual consent of the Parties. Execution by additional Parties that join the Workgroup who are not listed above will not extend the expiration date of this MOU.
- B. Amendments and Additional Signatories:** This MOU may be amended at any time with the unanimous approval of the Parties. Additional Parties may be added at any time with the unanimous approval of the Parties.
- C. Withdrawal:** Any Party may withdraw from this MOU at any time by giving written notice to the other Parties for any reason, including, without limitation, that a Party is dissatisfied with the outcome of the dispute resolution process provided for in Section IVD. The MOU remains in effect for the remaining Parties.
- D. Funding:** Nothing herein alters the existing authorities or responsibilities of any Party nor shall be considered as obligating any Party in the expenditure of funds or the future payment of money or providing services.
- E. Implementation of this MOU by the signatory federal agencies is subject to the Anti-Deficiency Act, 31 U.S.C. Section 1341, and the availability of appropriated funds. This MOU is not intended and will not be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The signatories acknowledge that the federal signatories will not be required under this MOU to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit such expenditures as evidenced in writing.**
- F. 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.
- G. 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.
- H. Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

EXHIBIT A

**Agreement to Join the Memorandum of Understanding
Continuing the Pilarcitos Restoration Workgroup
to Implement the 2008 Pilarcitos Integrated Watershed Management Plan**

In consideration of the mutual promises, covenants, and conditions contained therein,

_____ (name of Party) hereby agrees to be part of the Pilarcitos Restoration Workgroup created on January 25, 2007 and agrees to comply with the terms of the Memorandum of Understanding attached hereto and incorporated herein by reference.

In witness whereof, the party hereto has executed this agreement as of the date written below.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Organization: _____

Name and Address of Designated Representative to Workgroup: