

## STAFF REPORT

**To:** Board of Directors

**From:** David Dickson, General Manager  
Cathleen Brennan, Water Resources Analyst

**Agenda:** December 11, 2012

**Subject:** Pilarcitos Creek Restoration Workgroup (Workgroup)  
Memorandum of Understanding (MOU)

**Attachment:** Memorandum of Understanding for the Continuation of the  
Pilarcitos Creek Restoration Workgroup to Implement the 2008  
Pilarcitos Integrated Watershed Management Plan

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### Recommendation

Authorize the General Manager to enter into an agreement with the Pilarcitos Creek Restoration Workgroup for the continuation of the Pilarcitos Creek Restoration Workgroup to implement the 2008 Pilarcitos Integrated Watershed Management Plan.

### Background

The Pilarcitos Creek Restoration Workgroup was formed as part of the process to develop an Integrated Watershed Management Plan (Plan) for the Pilarcitos Creek watershed. Coastside County Water District (District) has actively participated in the Workgroup and the development of the Plan. The Water Resources Analyst has been assigned to participate in the Workgroup, along with the District's Water Resources Committee. When necessary, the District's Superintendent and General Manager participated in Workgroup meetings.

The San Mateo Resource Conservation District (RCD) administered the development and implementation of the Plan. The Plan is available on the District's website (<http://www.coastsidewater.org/report-and-studies/archive.html>).

As stated in the Executive Summary of the Plan, *"The purpose of the Plan is to promote balanced solutions to effectively manage the Pilarcitos Creek Watershed that satisfy environmental, public health, domestic water supply, and economic interests."* Listed below are six key goals described in the Plan:

1. *Protect and recover Steelhead trout and other native aquatic and riparian species.*
2. *Enhance stream flows 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.*
6. *Promote community and stakeholder collaboration.*

The Plan identified and prioritized projects that were then categorized as improvement projects, feasibility studies, planning projects, assessment projects and other projects considered. These projects listed lead agencies and collaborating agencies that are responsible for implementation. The following is a list of projects for which the District is listed as a lead or collaborating agency:

No.	Description	Agencies
5.2.1	Recycled Water Project	Lead Agencies: Sewer Authority Mid-Coastside and Coastside County Water District
5.2.2	Pilarcitos Reservoir and Stone Dam Operational Flexibility Improvement Project	Lead: SFPUC Collaborator: Coastside County Water District
5.3.2	Pilarcitos Creek Watershed Protection Easement Program Feasibility Study	Lead: POST and Farm Bureau Collaborator: Coastside County Water District
5.3.3	Recycled Off-Channel Water Storage Feasibility Study	Lead: Farm Bureau Collaborator: Coastside County Water District
5.3.4	Diverted Off-Channel Water Storage Feasibility Study	Lead: POST and Farm Bureau Collaborator: Coastside County Water District
5.4.1	Watershed Monitoring Program	Lead: San Mateo County RCD Collaborator: Coastside County Water District
5.4.2	Eucalyptus Control and Removal Planning	Lead: San Mateo County RCD Collaborator: Coastside County Water District
5.5.1	Water Budget Development Project	Lead: San Mateo County RCD Collaborator: Coastside County Water District
5.5.2	Road Assessment Project	Lead: San Mateo County RCD Collaborator: Coastside County Water District

The Workgroup currently consists of sixteen local, state and federal government agencies and non-government organizations. The Workgroup was established in January of 2007 by a MOU which expired in May of 2012. The District was a signatory (Party) of the January 2007 MOU.

### **Memorandum of Understanding**

With the expiration of the original MOU, the RCD has drafted language for a new MOU (attached) to continue with the implementation and updating of the Plan. The proposed MOU describes voluntary participation by Workgroup members and Parties with the workgroup convening twice per year. The RCD will be the convener of the Workgroup meetings and will initiate and circulate agendas and provide meeting summaries. There is no commitment of funds with this MOU and Parties may withdraw at any time by giving written notice to the other Parties. The term of the MOU is five years from the date of execution.

### **Fiscal Impacts**

No significant fiscal impacts. The MOU is a commitment of District Staff and the District's Water Resources Committee to prepare and participate in Workgroup activities.

A separate MOU with San Mateo RCD currently exists to fund the administration of the Plan and to fund the Lower Pilarcitos Creek USGS stream gauge. The current funding MOU expires on September 30, 2013. The parties contributing funds toward the administration of the Plan and the stream gauge are Coastside County Water District, San Francisco Public Utilities Commission, and Sewer Authority Mid-Coastside.

### **Conclusion**

Staff recommends that the District continue to participate in the Pilarcitos Creek Restoration Workgroup and become a Party to the MOU by having the General Manager become a signatory and have the General Manager designate a representative(s) to become a participating member(s) of the Workgroup.

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 2005-2006 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: