



Meeting of the Board of Directors
February 19, 2009
Location: RCD Office
6:30 pm- 8:30 pm

1. Call to Order
2. Introduction of Guests and Staff
3. Public Comment- The Board will hear comments on items that are not on the agenda where the Board has jurisdiction. Comments are limited to three minutes per person. The Board cannot take action on an item unless it is an emergency as defined under Government code Sec. 54954.2.
4. Approval of Agenda
5. Discussion Item 5.1. Discussion of current status of the state budget crisis as it pertains to the RCD.
6. Action Items 6.1. <u>Selection of Contractor for Pilarcitos Lagoon Study.</u> Recommend Board approval of staff recommendation of consultant team to conduct Pilarcitos Lagoon Habitat Enhancement Opportunity Study. 6.2. <u>Memorandum of Understanding for Funding of the Implementation of the Pilarcitos Creek Integrated Watershed Management Plan.</u> Recommend Board approval to enter into agreement with Coastside County Water District, Sewer Authority Midcoastside, and San Francisco Public Utilities Commission in which the three entities provide funding for the RCD to manage and oversee implementation of the IWMP.
7. Adjourn

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the San Mateo RCD office, located at the address above, for the purpose of making those public records available for inspection.

SAN MATEO COUNTY RESOURCE
CONSERVATION DISTRICT
VOLUNTARY SIGN IN SHEET

DATE OF MEETING: Feb 19, 2009

	<u>NAME</u>	<u>EMAIL</u>
1.	Kellyx	
2.	RICH ALLEN	
3.	TJ Gaudier	
4.	CA TOXE	
5.	Jim REYNOLDS	
6.	JERROD MASON	
7.	Tim Frahm	
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SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT
625 Miramontes Street, Suite 103
Half Moon Bay, CA 94019

Draft Minutes
February 19, 2009
Regular Meeting of the Board of Directors

1. **CALL TO ORDER**: Rich Allen called the meeting to order at 6:30p.m. A quorum was declared present.

2. **INTRODUCTION OF GUESTS and STAFF**:
 - Directors: Rich Allen, TJ Glauthier, Roxy Stone, Jim Reynolds
 - Staff: RCD: Kellyx Nelson, Carolann Towe, Ellen Gartside; NRCS: Jim Howard
 - Guests: Jerrod Mason, Ron Sturgeon, Tim Frahm

3. **PUBLIC COMMENT**:
 - Kellyx and Carolann updated the Board regarding unemployment insurance status for RCD staff due to state fiscal crisis.

4. **APPROVAL OF AGENDA**:
 - Due to concerns about whether or not there was proper notice, action items were moved to the discussion section of the agenda and a special meeting was set for February 27th to consider the action items.

5. **DISCUSSION**
 - 5.1 The group discussed the status of RCD funding and the state budget crisis.
 - 5.2 Selection of Contractor for Pilarcitos Lagoon Study.
 - Kellyx described the genesis of the Lagoon Habitat Enhancement Feasibility Analysis in the Pilarcitos Integrated Watershed Management Plan, the Lagoon Committee of the Pilarcitos Restoration Workgroup, and the Selection Committee for the lagoon project. The Selection Committee of the Lagoon Committee of the Pilarcitos Restoration Workgroup included representatives from the RCD, State Parks, Fish and Game, NOAA Fisheries, Pilarcitos Creek Advisory Committee, and the NRCS.
 - The committee recommended Wetlands and Water Resources to complete the study.
 - Four proposals were submitted. Wetlands and Water Resources was ranked highest by all members of the Selection Committee and received

the highest total score. It was the only ranking that had consensus in the group.

- The criteria for selection will be available at the special meeting.

5.3 Memorandum of Understanding for Funding of the Implementation of the Pilarcitos Creek Integrated Watershed Management Plan.

- Pilarcitos MOU provides a funding mechanism for the RCD to keep the Plan moving forward and oversee implementation among the various partners.
- Under this agreement, SFPUC, CCWD, and Sewer Authority Mid-Coastside County will provide \$2,500 each to the RCD for this year.
- TJ questioned a clause in the MOU which limits the liability of the SFPUC, CCWD and SAM, but does not limit the RCD's liability, item 4.5.
- Tim Frahm suggested that the MOU should reflect clearly that the RCD's job is the process of keeping the plan moving forward.
- Kellyx will look into adding limiting the RCD liability and amendments to the agreement for partners who have already signed.
- Special Meeting to be held February 27, 2009 at 5:00 p.m.

5.5 Additional Public Comment

- Kellyx explained that there have been further delays with our auditors and asked if one of the board members would be willing to sign a letter cc'd to the county detailing what is going on with our audit.
- TJ suggested that since he is the Finance Committee Chairman he would be happy to sign a letter once it has been composed.
- We have explored some avenues of pro bono auditors, however, as a government entity most auditors are not interested.

6. ADJOURNMENT

- 6.1 **ACTION:** The Regular Meeting of the Board of Directors was adjourned at 8:00 p.m.

Draft

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
WETLANDS AND WATER RESOURCES, INC.**

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of February, 2009, is by and between the San Mateo County Resource Conservation District ("RCD") and Wetlands and Water Resources, Inc. ("CONTRACTOR").

WITNESSETH:

WHEREAS, RCD has received Supplemental Environmental Project funds from the San Francisco Bay Regional Water Quality Control Board to develop a lagoon habitat enhancement opportunity study for Pilarcitos Creek, and

WHEREAS, RCD desires to use the professional services of CONTRACTOR; and

WHEREAS, CONTRACTOR has the professional and administrative ability to implement such services; and

WHEREAS, RCD and CONTRACTOR desire to set forth in writing the obligations and responsibilities of each party relating to the services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

- a. CONTRACTOR will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, Proposal to Develop a Pilarcitos Lagoon Habitat Enhancement Opportunity Study ("PROJECT"), which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. The term of this Agreement shall commence on March 1, 2009 and terminate on February 28, 2010, but shall not become effective until executed by the parties.

3. Performance Responsibilities. CONTRACTOR shall complete all work in PROJECT by January 31, 2010 unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by CONTRACTOR.

4. Compensation.

- a. RCD agrees to pay CONTRACTOR an amount not to exceed one hundred thirty five thousand, nine hundred dollars (\$135,900) for the successful and timely completion of the specified services.

- b. In the event that the grant funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties understandings and expectations that no such disruptions will occur, this Agreement will terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR.
5. **Billing and Payment Procedure.** CONTRACTOR will submit invoices along with a request for payment and documentation acceptable to the RCD. RCD will issue payment to CONTRACTOR within thirty days of receipt of an acceptable invoice. CONTRACTOR acknowledges that RCD may audit CONTRACTOR's books and records regarding the costs of PROJECT for a period of at least three years following final payment to CONTRACTOR.
6. **Cooperation.** RCD and CONTRACTOR agree to cooperate in any way and every way or manner on the PROJECT. RCD will immediately transmit to CONTRACTOR any new information which becomes available or any change in plans. CONTRACTOR will likewise bring any new information, issues or concerns to the RCD's attention as soon as practicable
7. **Assignment.** Without the written consent of RCD, this Agreement is not assignable by CONTRACTOR in whole or in part.
8. **Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
9. **RCD Representative.** The RCD Executive Director shall represent RCD in all matters pertaining to the administration of this Agreement, including without limitation, coordination of all necessary meetings and conferences, and review of all services and products submitted to RCD by CONTRACTOR. CONTRACTOR will report to RCD Executive Director substantive communication with any PROJECT stakeholder, including any member of the Technical Advisory Committee, including correspondence or conversations that might influence the PROJECT and/or level of effort required by CONTRACTOR beyond the scope of Agreement described in Exhibit A.
10. **No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
11. **Independent Contractor Status.** The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship.

12. **Standard of Professionalism.** CONTRACTOR shall conduct all work consistent with professional standards for the industry and type of work being performed under this Agreement.

13. **Indemnification.**

Other than in the performance of professional services and to the fullest extent permitted by law, CONTRACTOR shall protect, defend, and save harmless the RCD and its officers, agents and employees from any and all claims and losses accruing or resulting to any or all contractors, subcontractors, material persons, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

In addition to the foregoing, Contractor shall indemnify and hold harmless the State Agencies, the Resources Agency, RCD, the City and County of San Francisco, its officers, agents and employees from claims and losses accruing or resulting to contractors, subcontractors, materials, men, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the negligence or willful misconduct of Contractor in the performance of professional services pursuant to this contract.

14. **Insurance.**

- a. CONTRACTOR shall procure and maintain in force for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.
- b. CONTRACTOR shall obtain and maintain in force for the duration of this Agreement comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, with insurers satisfactory to RCD, and shall provide RCD with evidence thereon. Policies for General Liability and Automobile Liability shall: (i) name as additional insured "the San Mateo County Resource Conservation District, its officers, agents and employees;" (ii) provide that it is primary to any other insurance available to any additional insured, with respect to any claims arising out of this Agreement; (iii) provide that it applies separately to each insured against whom claim is made or suit is brought; and (iv) provide for at least thirty (30) days' advance written notice to RCD of cancellation or modification.
- c. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

- d. The minimum scope of coverage and limits of above described insurance shall be: (i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and (ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (iii) Worker's Compensation with limits as set forth in the Labor Code of the State of California. If any policy includes an aggregate limit or provides that claims investigation or legal defense costs are included in such aggregate limit, the aggregate limit shall be double the occurrence limits specified above.
- e. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
- f. The insurer agrees to waive all rights of subrogation against RCD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.
- g. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

15. Non-discrimination. CONTRACTOR will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status or physical or mental handicap.

16. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To RCD: Kellyx Nelson
Executive Director
San Mateo County Resource Conservation District
625 Miramontes Street, Suite 103
Half Moon Bay, CA 94019

To CONTRACTOR: Stuart W. Siegel, PhD
President
Wetlands and Water Resources, Inc.
818 Fifth Avenue, Suite 208

San Rafael, CA 94901

17. Amendments and Integration. This Agreement supercedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

18. Termination. This Agreement may be terminated for any of the following reasons:

a. If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and

b. Upon notice from RCD to CONTRACTOR that the grant funding on which this Agreement is based has been materially disrupted or discontinued.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date:

By: _____
Stuart W. Siegel, PhD
President
Wetlands and Water Resources, Inc.

Date:

By: _____
Kellyx Nelson
Executive Director
San Mateo County Resource Conservation District

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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 Joint Powers Agreement of 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.

CITY AND COUNTY OF SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Authorized by the City and County of San Francisco Public Utilities Commission

Adopted _____, 2008

By

Date

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT
Authorized by the San Mateo County Resource Conservation District

Adopted _____, 2008

By

Kellyx Nelson
Executive Director

Date

COASTSIDE COUNTY WATER DISTRICT
Authorized by the Coastside County Water District

Adopted _____, 2008

By

Date

SEWER AUTHORITY MID-COASTSIDE

Authorized by the Sewer Authority Mid-Coastside

Adopted _____, 2008

By

Date