



NORTH SAN MATEO COUNTY SANITATION DISTRICT

a subsidiary of the City of Daly City

333 – 90TH STREET, DALY CITY, CALIFORNIA 94015-1895

(650) 991-8127



REGULAR MEETING – BOARD OF DIRECTORS

Monday, February 10, 2014 - 6:45 PM
City Hall Council Chambers – 2nd Floor
333 – 90th Street, Daly City, CA 94015

AGENDA

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at 991-8078. *We will need **FIVE (5) WORKING DAYS BEFORE ANY FUTURE MEETINGS** to make any necessary accommodations.*

CALL TO ORDER:

ROLL CALL:

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the Board of Directors. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the Board. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Minutes:

1. Regular Meeting of January 13, 2014

Action Items:

2. Sewer Service Charge Appeals - FY 2013/14
3. Revenue and Expenditures Summary Report - December 2013

END OF CONSENT AGENDA

***“AVAILABILITY OF PUBLIC RECORDS.** All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk’s Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.”*

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

NOTE: Speakers are limited to two minutes, unless modified by the Chair. The District cannot take action on any matter raised under this item.

NEW BUSINESS:

4. Project Acceptance - Completion of Phase 1 for Headworks #1 and Primary Sedimentation Basins 3-6 Coatings

Staff:

Brown

Recommended Action:

Adopt Resolution

5. Execution of Special Use Permit and Memorandum of Understanding with the National Park Service for the Vista Grande Drainage Basin Improvement Project

Staff:

Sweetland

Recommended Action:

Adopt Resolution

REPORTS:

6. Board of Directors
7. Staff

ADJOURNMENT:

REGULAR MEETING - BOARD OF DIRECTORS

MINUTES

January 13, 2014

The Board of Directors of the North San Mateo County Sanitation District convened in a Regular Meeting on January 13, 2014, in the City Council Chamber, City Hall, 333 - 90th Street, Daly City, California.

The meeting was called to order by Chair Buenaventura at 6:52 p.m.

ROLL CALL:

Present: Canepa, Guingona, Klatt, Torres and Buenaventura

Staff Present: General Manager Patricia Martel, District Counsel Rose Zimmerman, City Clerk Annette Hipona, Director of Finance Lawrence Chiu, Deputy Director of Finance Michael Wilson, Collection and Distribution Systems Manager Thomas Piccolotti and Director of Water and Wastewater Resources Patrick Sweetland as Acting Recording Secretary.

APPROVAL OF AGENDA:

Motion was made, seconded (Canepa/Guingona) and unanimously approved.

REORGANIZATION OF BOARD OF DIRECTORS

A. Election of Chair

Motion was made, seconded (Torres/Guingona) and unanimously carried on a roll call vote to elect David Canepa as Chair.

B. Election of Vice Chair

Motion was made, seconded (Torres/Guingona) and unanimously carried on a roll call vote to elect Carol Klatt as Vice Chair.

CONSENT AGENDA:

1. **Minutes of Special Meeting of November 12, 2013**
2. **Sewer Service Charge Appeals – FY 2013/14**
3. **Revenue and Expenditures Summary Reports – September October and November 2013**

Motion was made, seconded (Guingona/Klatt) and unanimously carried to adopt the Consent Agenda with Buenaventura and Canepa abstaining on minutes of Special Meeting of November 12, 2013.

NEW BUSINESS:

4. Presentation of Annual Financial Statements

Deputy Director of Finance Michael Wilson presented the Annual Fiscal Year Financial Statement of the North San Mateo County Sanitation District. The District is considered as a component of the City of Daly City, and the District's financial position, results of operations and changes in cash are detailed and disclosed as part of the City's Comprehensive Financial Report.

Motion was made, seconded (Klatt/Guingona) and unanimously carried on a roll call vote to accept the District's Annual Financial Statements.

5. **Acceptance of Project Completion – Submarine Outfall Diffuser Rehabilitation**

Collection and Distribution Systems Manager Thomas Piccolotti provided a powerpoint presentation detailing the underwater work performed by DRS Marine, Inc. of Vallejo, CA to replace seven of the thirteen submarine outfall diffusers. The diffusers are positioned along the last 200 feet of the District's 33-inch submarine outfall pipe located ½ mile west of Fort Funston in the Pacific Ocean. The original contract of \$72,477 was augmented by a negotiated change order in the amount of \$17,428 that included installation of missing straps from prior rehabilitation efforts and remedial repairs to the smile plate at the end of the outfall pipe. Total combined project scope of \$89,905 coupled with prior repairs in the amount of \$39,338 provides a grand total of \$129,243 to complete outfall repairs.

Motion was made, seconded (Klatt/Torres) and unanimously carried on a roll call vote to adopt Resolution No. 14-SD-01, "Acceptance of Project Completion – Submarine Outfall Diffuser Rehabilitation".

REPORTS:

6. **Board of Directors**

None.

7. **Staff**

A. Status Update SLWA Roll Out

Director of Water and Wastewater Resources Patrick Sweetland reported that 1,329 residents signed up for the Sewer Lateral Warranty Repair by Service Line Warranty of America. The fall campaign began in mid-November with two solicitation letters sent to District residents. To date, three claims have been filed and Director Sweetland noted some lessons learned from the fall campaign would be discussed with SLWA.

ADJOURNMENT:

Motion was made, seconded (Klatt/Torres) and unanimously carried to adjourn the Regular Meeting at 7:07 p.m.



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: February 10, 2014

Subject: SEWER SERVICE CHARGE APPEALS – FISCAL 2013-14

Recommended Action

Based on staff review, I recommend that the sewer service charge be revised and based on annual water consumption or average yearly consumption excluding the base period.

Daly City Water

Rosalinda Barragan

Parcel #091-261-280

Stella Gin

Parcel #009-601-040

Yin Yin Chen

Parcel #008-367-500

Violet Ho

Parcel #002-125-080

California Water Service

Emilio Delgado

Parcel #006-322-080

Staff is available to provide any additional information desired by the Chair or Board Members.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lawrence Chiu".

Lawrence Chiu

Director of Finance and
Administrative Services

CC: District General Manager
City Attorney
Department of Water and Wastewater Resources

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE 2/10/14

PARCEL NO. 091-261-280 2013-14
CUSTOMER NAME ROSALINDA BARRAGAN
SERVICE ADDRESS 54 WESSIX CT., DALY CITY

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	48
		2 MONTHS PRIOR	29
2 MONTHS AFTER	31	4 MONTHS PRIOR	24
4 MONTHS AFTER	22	6 MONTHS PRIOR	20
		8 MONTHS PRIOR	36
		10 MONTHS PRIOR	17
		ACTUAL ANNUAL USAGE	174
		BASE PERIOD ANNUALIZED	288
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	114
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	66%
		ANNUAL CREDIT IN DOLLARS	\$599.64
		(N.S.M.C.S.D. \$5.26 per unit)	

REASON FOR APPEAL

DURING THE BASE PERIOD, MS. BARRAGAN HAD TWO LEAKING TOILETS.
WHEN THEY WERE DISCOVERED AND REPAIRED, THE USAGE DROPPED.

STAFF RECOMMENDATION TO BOARD

GRANT ADJUSTMENT - BASED ON ACTUAL ANNUAL CONSUMPTION

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE 2/10/14

PARCEL NO. 009-601-040 2013-14
CUSTOMER NAME STELLA GIN
SERVICE ADDRESS 1291 SKYLINE DR., DALY CITY

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	65
		2 MONTHS PRIOR	57
2 MONTHS AFTER	32	4 MONTHS PRIOR	39
4 MONTHS AFTER	26	6 MONTHS PRIOR	31
		8 MONTHS PRIOR	30
		10 MONTHS PRIOR	26
		ACTUAL ANNUAL USAGE	248
		BASE PERIOD ANNUALIZED	390
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	142
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	57%
		ANNUAL CREDIT IN DOLLARS	\$746.92

(N.S.M.C.S.D. \$5.26 per unit)

REASON FOR APPEAL

DURING THE BASE PERIOD, MS. GIN HAD A LEAKING TOILET. WHEN IT WAS DISCOVERED AND REPAIRED, THE USAGE DROPPED.

STAFF RECOMMENDATION TO BOARD

GRANT ADJUSTMENT - BASED ON ACTUAL ANNUAL CONSUMPTION

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE 2/10/14

PARCEL NO. 008-367-500 2013-14
CUSTOMER NAME YIN YIN CHEN
SERVICE ADDRESS 12 CHRISTOPHER CT., DALY CITY

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	98
		2 MONTHS PRIOR	42
2 MONTHS AFTER	53	4 MONTHS PRIOR	61
4 MONTHS AFTER	14	6 MONTHS PRIOR	20
		8 MONTHS PRIOR	19
		10 MONTHS PRIOR	16
		ACTUAL ANNUAL USAGE	256
		BASE PERIOD ANNUALIZED	588
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	332
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	130%
		ANNUAL CREDIT IN DOLLARS	\$1,746.32

(N.S.M.C.S.D. \$5.26 per unit)

REASON FOR APPEAL

DURING THE BASE PERIOD, CUSTOMER CHEN HAD A TOILET LEAK AND A SINK LEAK. WHEN THEY WERE REPAIRED, THE WATER USAGE DROPPED.

STAFF RECOMMENDATION TO BOARD

GRANT ADJUSTMENT - BASED ON ACTUAL ANNUAL CONSUMPTION

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE 2/10/14

PARCEL NO. 002-125-080 2013-14
CUSTOMER NAME VIOLET HO
SERVICE ADDRESS 631 S. MAYFAIR AVE., DALY CITY

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	44
		2 MONTHS PRIOR	32
2 MONTHS AFTER	33	4 MONTHS PRIOR	35
4 MONTHS AFTER	23	6 MONTHS PRIOR	25
		8 MONTHS PRIOR	23
		10 MONTHS PRIOR	16
		ACTUAL ANNUAL USAGE	175
		BASE PERIOD ANNUALIZED	264
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	89
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	51%
		ANNUAL CREDIT IN DOLLARS	\$379.14

(N.S.M.C.S.D. \$4.26 per unit)

REASON FOR APPEAL

DURING THE BASE PERIOD, MS. HO'S TENANT HAD VISITORS.
SINCE THEN, THE USAGE HAS DROPPED.

STAFF RECOMMENDATION TO BOARD

GRANT ADJUSTMENT - BASED ON ACTUAL ANNUAL CONSUMPTION

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE 2/10/14

PARCEL NO. 006-322-080 2013-14
CUSTOMER NAME EMILIO DELGADO
SERVICE ADDRESS 1759 SWEETWOOD DR., BROADMOOR

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	43
		2 MONTHS PRIOR	25
2 MONTHS AFTER	13	4 MONTHS PRIOR	8
		6 MONTHS PRIOR	27
		8 MONTHS PRIOR	31
		10 MONTHS PRIOR	21
		ACTUAL ANNUAL USAGE	155
		BASE PERIOD ANNUALIZED	258
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	103
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	66%
		ANNUAL CREDIT IN DOLLARS	\$541.78
		(N.S.M.C.S.D. \$5.26 per unit)	

REASON FOR APPEAL

DURING THE BASE PERIOD, MR. DELGADO HAD A FAUCET LEAKS. AFTER ACQUIF PARTS AND MAKING REPAIRS, THE USAGE DROPPED.

STAFF RECOMMENDATION TO BOARD

GRANT ADJUSTMENT - BASED ON ACTUAL ANNUAL CONSUMPTION

SANITATION DISTRICT
EXPENDITURES REPORT
FOR THE MONTH OF DECEMBER 2013

	<u>CURRENT MONTH</u>	<u>YEAR TO-DATE</u>
SALARIES AND BENEFITS	\$ 470,212	2,963,714
SERVICES & SUPPLIES (Includes reimbursements to Sanitation Collection/ Treatment Division)	322,002	2,940,647
OTHER CHARGES	213,846	1,255,335
CAPITAL OUTLAYS	498,882	2,204,605
LESS ASSETS TO BALANCE SHEET	(246,740)	(314,030)
TRANSFERS	<u>88,760</u>	<u>639,544</u>
TOTAL	\$ <u><u>1,346,962</u></u>	<u><u>9,689,815</u></u>

AUDITED Lawrence Chin Director of Finance

APPROVED _____ Board Chair

APPROVED _____ General Manager/Secretary

DATE APPROVED _____

City of Daly City, California

Revenue and Expenditure Summary Report

By Fund
For the Period Ended 12/31/13

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* Fund 87 SANITATION DISTRICT *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to-date Actual	Encumbrances	Remaining Balance	Percent To-date
REVENUES:								
TAXES								
3110	SECDR PRPRTY TX	1,293,322.67	1,247,598.78	622,495.96	691,588.87	0.00	556,010	55.4
3120	UNSCRD PRPRTY T	73,245.77	70,432.38	0.00	70,143.14	0.00	289	99.6
3123	SPLMNTL PRPRTY	27,126.75	13,684.28	6,528.34	11,026.87	0.00	2,657	80.6
3180	RPTIF DISTRIBTN	67,728.90	0.00	0.00	0.00	0.00	0	0.0
3613	HMMNRS PRPRTY T	8,915.02	9,736.58	1,318.89	1,318.89	0.00	8,418	13.5
	Total TAXES	1,470,339.11	1,341,452.02	630,343.19	774,077.77	0.00	567,374	57.7
RENTS AND INTEREST								
3510	INSTMT EARNNGS	199,358.29	268,395.00	41,494.97	83,189.92	0.00	185,205	31.0
3515	UNRLZD GNCLSSN	(216,648.66)	0.00	0.00	88,822.73	0.00	(88,823)	0.0
	Ttl RNTS AND INTRS	(17,290.37)	268,395.00	41,494.97	172,012.65	0.00	96,382	64.1
CHARGES AND FEES								
3901	SSC TAX ROLL	13,558,905.69	13,183,050.00	7,235,586.10	7,227,436.82	0.00	5,955,613	54.8
3902	SSC WESTBOROUGH	1,485,112.27	1,484,832.00	0.00	0.00	0.00	1,484,832	0.0
3903	SSC COLMA	33,364.14	35,600.00	0.00	31,390.02	0.00	4,210	88.2
3904	SSC SF JAIL	142,991.61	109,000.00	0.00	0.00	0.00	109,000	0.0
3911	WATER SALES	245,098.37	180,825.00	17,289.18	171,390.46	0.00	9,435	94.8
3921	CONNECTIN CHRGS	135,098.40	115,000.00	3,934.00	54,681.00	0.00	60,319	47.5
	Total CHRGS AND FS	15,600,570.48	15,108,307.00	7,256,809.28	7,484,898.30	0.00	7,623,409	49.5
MISCELLANEOUS REVENUES								
3810	PROPERTY DSPSL	1,872.40	0.00	0.00	2,793.20	0.00	(2,793)	0.0
3852	WRKRS CMP - SLF	86,719.83	0.00	4,000.20	14,360.36	0.00	(14,360)	0.0
3860	MISCELLANES RVN	34,469.22	0.00	770.00	770.00	0.00	(770)	0.0
	Total MISCLNS RVNS	123,061.45	0.00	4,770.20	17,923.56	0.00	(17,923)	0.0
OPERATING TRANSFERS IN								
3953	IF FM 41-381-37	1,462,371.00	1,469,738.06	122,478.17	734,869.02	0.00	734,869	50.0
	Ttl OPTING TRNSFRS	1,462,371.00	1,469,738.06	122,478.17	734,869.02	0.00	734,869	50.0
* Total Revenues		18,639,051.67	18,187,892.08	8,055,895.81	9,183,781.30	0.00	9,004,111	50.5

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Revenue and Expenditure Summary Report

By Fund

For the Period Ended 12/31/13

* Fund 87 SANITATION DISTRICT *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to- date Actual	Encumb- rances	Remaining Balance	Percent To-dat
=====	=====	=====	=====	=====	=====	=====	=====	=====

EXPENDITURES:

SALARIES AND BENEFITS

4101 SALARIES	3,971,859.77	4,225,024.64	295,952.61	1,843,318.37	0.00	2,381,706	43.6
4102 HOURLY WAGES	42,754.31	52,123.76	1,668.20	17,168.56	0.00	34,955	32.9
4103 OVERTIME	81,048.72	102,561.71	9,210.27	49,333.80	0.00	53,228	48.1
4104 PERS RETIREMENT	926,862.85	990,722.67	64,975.26	435,151.20	0.00	555,571	43.9
4105 GROUP INSURANCE	645,273.26	659,576.84	47,606.67	288,331.66	0.00	371,245	43.7
4106 WORKERS COMPNSTN	285,206.19	278,531.26	21,858.58	149,741.65	0.00	128,790	53.8
4107 MEDICARE	53,765.70	50,433.46	3,913.79	25,161.25	0.00	25,272	49.9
4108 UNEMPLYMT INSRN	4,400.22	9,479.00	0.00	0.00	0.00	9,479	0.0
4109 COMPNSTD ABSNCS	(51,784.56)	0.00	0.00	0.00	0.00	0	0.0
4110 TERMINATION PAY	53,338.87	0.00	0.00	15,901.72	0.00	(15,902)	0.0
4112 STANDBY PAY	18,200.00	18,200.00	1,400.00	9,100.00	0.00	9,100	50.0
4116 INJURY LEAVE	109,969.07	0.00	4,260.36	17,934.40	0.00	(17,934)	0.0
4118 RETIREE HEALTH	200,376.28	384,477.00	19,366.43	112,507.97	0.00	271,969	29.3
4119 SOCIAL SECURITY	551.86	2,884.50	0.00	63.04	0.00	2,821	2.2
4120 OTHR PST EMPLOY	155,996.00	0.00	0.00	0.00	0.00	0	0.0
Ttl SLRS AND BNFTS	6,497,818.54	6,774,014.84	470,212.17	2,963,713.62	0.00	3,810,301	43.8

SERVICES AND SUPPLIES

4209 MLG RMB/CR ALLW	1,800.00	1,950.00	150.00	900.00	0.00	1,050	46.2
4211 ADVERTISING	196.00	19,200.20	0.00	129.00	0.00	19,071	0.7
4212 COMMUNICATIONS	34,552.10	33,209.12	1,699.19	14,476.39	0.00	18,733	43.6
4213 UTILITIES	881,651.08	899,265.20	68,976.32	457,883.38	0.00	441,382	50.9
4217 EQUIPMENT	66,672.72	77,608.21	4,787.28	23,832.80	0.00	52,017	33.0
4219 PROFESSIONL SRVCS	17,268.59	69,640.00	0.00	6,108.13	0.00	29,539	57.6
4220 OTHR CNTRCTL SR	3,586,090.37	4,159,662.33	70,987.95	1,349,904.46	0.00	696,419	83.3
4228 PUMP STATIN RPR	68,613.19	66,362.48	1,421.36	16,811.69	0.00	49,551	25.3
4230 OFFICE EXPENSE	18,927.68	16,122.59	1,221.66	10,092.93	0.00	6,030	62.6
4231 SAFETY GEAR	21,675.20	38,427.77	584.45	6,930.91	0.00	31,497	18.0
4234 SPECIL DPTMNTL	6,185.48	20,300.00	63.86	590.65	0.00	19,709	2.9
4235 BUILDING MAINTNC	60,791.62	57,877.32	4,193.00	29,777.66	0.00	28,100	51.4
4237 CLOTHING	25,484.07	23,633.86	2,664.12	10,202.39	0.00	13,431	43.2
4241 STRTS OPTING SP	5,892.91	11,351.63	0.00	1,445.20	0.00	9,906	12.7
4243 OPERATING SPLS	849,860.47	1,137,809.02	76,092.46	415,622.65	0.00	480,640	57.8
4244 REPAIRS & MAINTNC	166,764.62	166,530.69	6,833.56	97,909.05	0.00	68,856	58.7
4246 FUELS & MTR OLS	18,693.28	75,613.76	0.00	3,925.63	0.00	71,688	5.2
4255 SMALL EQUIPMENT	20,861.33	15,036.50	1,818.14	11,050.06	0.00	3,986	73.5
4313 INVENTORY ADJUSTM	(151,164.98)	0.00	0.00	0.00	0.00	0	0.0
Ttl SRVCS AND SPL	5,698,581.80	6,889,834.61	241,493.35	2,457,592.98	0.00	2,041,606	70.4

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City of Daly City, California

Revenue and Expenditure Summary Report
By Fund
For the Period Ended 12/31/13

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* Fund 87 SANITATION DISTRICT *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to-date Actual	Encumbrances	Remaining Balance	Percent To-date
=====								
OTHER CHARGES								
4215	RENTS AND LEASS	292.96	5,500.00	0.00	0.00	0.00	5,500	0.0
4302	MEMBERSHPS & PBLIC	33,036.46	44,667.68	1,622.14	28,300.14	0.00	16,348	63.4
4303	TRAVEL & METINGS	2,303.77	8,186.95	6.00	1,047.10	0.00	7,140	12.8
4304	EDUCATN & TRNG	31,251.99	48,282.90	1,859.72	8,577.18	0.00	39,706	17.8
4434	MSCLNS OTHER CH	163,314.30	209,596.36	39,061.50	120,926.63	0.00	88,670	57.7
4603	CONTINGENCIES	0.00	12,000.00	0.00	0.00	0.00	12,000	0.0
Total OTHER CHARGES		230,199.48	328,213.89	42,549.36	158,851.05	0.00	169,363	48.4
FIXED CHARGES								
4208	TLPHN SRVC CHRG	6,467.40	6,467.23	538.95	3,233.70	0.00	3,234	50.0
4216	VHCL SRVC CHRG	296,710.32	296,710.29	24,725.86	148,355.16	0.00	148,355	50.0
4223	INFRMTN SRVCS C	338,666.40	338,666.45	28,122.20	169,333.20	0.00	169,333	50.0
4226	MAL/MSSNGR SRVC	3,786.60	3,786.64	315.55	1,893.30	0.00	1,893	50.0
4227	COPIER SERVICES	7,692.00	7,692.00	641.00	3,846.00	0.00	3,846	50.0
4233	POSTAGE	3,720.72	3,720.77	310.06	1,860.36	0.00	1,860	50.0
4301	GNRL INSRNC CHR	309,065.88	309,065.83	25,755.49	154,532.94	0.00	154,533	50.0
Total FIXED CHARGES		966,109.32	966,109.21	80,509.11	483,054.66	0.00	483,055	50.0
CAPITAL OUTLAY								
4504	ENGINEERG SRVCS	1,424,024.62	2,770,683.54	46,917.41	701,072.53	1,603,223.20	466,388	83.2
4507	MAINS CONSTRCN	171,051.24	2,724,804.37	179,536.32	556,884.71	187,509.59	1,980,410	27.3
4508	STRM DRN CNSTRC	0.00	1,764,200.00	0.00	0.00	43,253.53	1,720,946	2.5
4509	STRETS CNSTRCTN	17,600.00	0.00	0.00	0.00	0.00	0	0.0
4516	IN-HS SRVCS / C	78,012.85	225,337.52	802.78	21,907.12	0.00	203,430	9.7
4518	CNSTRCTN INSP S	0.00	29,500.00	5,422.50	17,460.90	0.00	12,039	59.2
4520	BUILDINGS	91,094.88	673,732.96	3,695.47	160,928.28	115,736.07	397,069	41.1
4522	PUMP STATIONS	65,295.98	572.65	0.00	0.00	0.00	573	0.0
4528	CNSTRCTN INSPCT	0.00	3,143.20	348.00	348.00	0.00	2,795	11.1
4529	SNTN TRTMT PL	244,614.00	468,555.92	0.00	52,296.90	0.00	379,459	19.0
4530	SANITATN EQPMNT	1,091,957.85	2,283,428.03	23,075.07	432,536.11	838,255.48	1,012,636	55.7
4532	OTHR CNTRCTL SR	927.03	128,757.16	0.00	54.90	0.00	128,702	0.0
4550	TLS AND SHP EQP	32,387.50	39,345.89	3,643.97	25,675.32	0.00	13,671	65.3
4551	CNMNCTNS EQPMNT	9,512.67	411.00	0.00	0.00	0.00	411	0.0
4552	LIGHTS & GNRTS	0.00	255,000.00	235,440.00	235,440.00	19,586.85	(27)	100.0
4554	ALARM SYSTEMS	22,994.33	0.00	0.00	0.00	0.00	0	0.0
4558	VEHICULR EQPMNT	0.00	277.00	0.00	0.00	0.00	277	0.0
4567	COMPUTER EQPMNT	10,700.00	267,047.28	0.00	0.00	162,069.65	104,978	60.7
4571	COMPUTER SOFTWR	0.00	40,000.00	0.00	0.00	0.00	40,000	0.0
4597	EXPRS CNTR ACN	(1,180,778.78)	0.00	(246,740.28)	(314,030.28)	0.00	314,030	0.0
Total CAPITAL OTLY		2,079,394.17	11,674,796.52	252,141.24	1,890,574.49	3,006,434.37	6,777,788	41.9

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City of Daly City, California

Revenue and Expenditure Summary Report
By Fund
For the Period Ended 12/31/13

Page 4

* Fund 87 SANITATION DISTRICT *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to -date Actual	Encumb- rances	Remaining Balance	Percent To-dat
=====								
OPERATING TRANSFERS OUT								
4651	IF T 01-031-031	1,047,223.08	1,065,116.00	88,759.66	532,557.96	0.00	532,558	50.0
4667	IF T 51-315-453	106,869.00	358,557.00	0.00	0.00	0.00	358,557	0.0
4672	IF T 55-035-458	0.00	8,856.65	0.00	6,986.19	0.00	1,870	78.9
4685	IF TO 17-312	0.00	100,000.00	0.00	100,000.00	0.00	0	100.0
	Ttl OPRTNG TRNSFRS	1,154,092.08	1,532,529.65	88,759.66	639,544.15	0.00	892,986	41.7
=====								
DEBT SERVICE								
4378	NOTE PRINCIPAL	209,558.26	214,797.00	0.00	214,797.22	0.00	(0)	100.0
4379	NOTE INTEREST	76,264.12	70,949.00	0.00	74,081.16	0.00	(3,132)	104.4
4385	PRNCPL PYMT CN	(209,558.26)	(214,797.00)	0.00	(214,797.22)	0.00	0	100.0
	Total DEBT SERVICE	76,264.12	70,949.00	0.00	74,081.16	0.00	(3,132)	104.4
=====								
DEPRECIATION								
4431	DEPRECIATION	2,003,719.28	1,870,366.00	171,296.93	1,022,403.04	0.00	847,963	54.7
	Total DEPRECIATION	2,003,719.28	1,870,366.00	171,296.93	1,022,403.04	0.00	847,963	54.7
=====								
* Total Expenditures								
		18,706,178.79	30,106,813.72	1,346,961.82	9,689,815.15	5,397,070.46	15,019,928	50.1
=====								
Nt fr SNTTN DSTRCT F								
		(67,127.12)	(11,918,921.64)	6,708,933.99	(506,033.85)	(5,397,070.46)	(6,015,817)	
=====								

Summary 01/22/14 3:33 PM

Revenue and Expenditure Summary Report

By Fund
For the Period Ended 12/31/13

* Fund 87 SANITATION DISTRICT *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to -date Actual	Encumb- rances	Remaining Balance	Percent To-dat
Total Rev - All Fnds		18,639,051.67	18,187,892.08	8,055,895.81	9,183,781.30	0.00	9,004,111	50.5
Ttl Expend - All Fnds		18,706,178.79	30,106,813.72	1,346,961.82	9,689,815.15	5,397,070.46	15,019,928	50.1
All Funds Net		(67,127.12)	(11,918,921.64)	6,708,933.99	(506,033.85)	(5,397,070.46)	(6,015,817)	



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: February 10, 2014

Subject: Project Acceptance – Completion of Phase I for Headworks #1 and Primary Sedimentation Basins 3-6 Coatings

Requested Action

Accept as complete all work performed by Redwood Painting Co. Inc. of Pittsburg, CA for work associated with the application of protective coatings within Headworks #1 and Primary Sedimentation Basins 3-6.

Background

Portions of the concrete interior and exterior surfaces in the Headworks #1 and Primary Sedimentation Basins 3-6 were spalling to the point that the aggregate was exposed. In order to improve the useful life of these structures, a multi-year capital improvement project to apply a protective coating thorough the wastewater plant was initiated.

At its meeting on August 12, 2013, the Board authorized the acceptance of bids for applying protective coatings in the Headworks #1 and Primary Sedimentations Basins 3-6 for the Phase I work to Redwood Painting Company Inc. in the amount of \$555,600.

Discussion

The coatings project entails a multi-phase approach. This initial phase of the project has been completed. Redwood Painting Co. Inc. was contracted to apply protective coatings within Headwork's #1 and Primary Sedimentation Basins -6 with a Elastomeric Polyurethane coating material (EnduraFlex 1998). The coating was applied to all surfaces above the water line in Headwork #1. During the application, 85% of the plant influent flow was diverted to Headwork's # 2 that allowed Redwood Painting to sandblast all surfaces, cover and tape off all exposed equipment and piping for protection. In Primary Sedimentations Basins 3-6 all surfaces above the water line were also sandblasted and coated. These tanks are covered which, creates a particularly corrosive atmosphere that causes the most damage to the structures. Coating these structures will extend the useful life and structural integrity for years to come. Staff's experience with this same protective coating to the plant's Chlorine Contact Tank #2 and the Bisulfite Containment Structure in 2008 has held up well over the last five years.

One change order for the amount of \$4,546.40 was processed due to a rain event that flooded Headworks #1 resulting in additional work and cleanup. All contract work has been satisfactorily completed. As stated, this multi-phase approach will be brought before the Board next fiscal year for the recommended list of plant process structures that require coatings.

Fiscal Impact

Sufficient funds, in the total amount of \$560,146.40, are available in the Sanitation Capital Project account 87-920- 972, Primary Sedimentation Tanks 1-6 Rehabilitation.

Staff is available to answer any questions of the Chair or Members of the Board of Directors.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kevin J Brown".

Kevin J Brown
Chief of Operations

A handwritten signature in black ink, appearing to read "Patrick Sweetland".

Patrick Sweetland
Director of Water and Wastewater Resources



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: February 10, 2014

Subject: Execution of Special Use Permit and Memorandum of Understanding with the National Park Service for the Vista Grande Drainage Basin Improvement Project

Requested Action

Authorize the District Manager to execute both the Special Use Permit (SUP) and Memorandum of Understanding (MOU) with the National Park Service to facilitate federal involvement and staff compensation associated with the Vista Grande Drainage Basin Improvement Project.

Background

Critical infrastructure improvements associated with the Vista Grande Drainage Basin Improvement Project transverse lands of the Golden Gate National Recreation Area (GGNRA) under the jurisdiction of the National Park Service. The terms and conditions set forth in both the SUP and MOU have been reviewed and commented on by the District's outside legal consultant Downey Brand.

Discussion

Both documents establish required roles and responsibilities between the District and National Park Service to facilitate and complete necessary combined environmental reviews under the federal National Environmental Policy Act (NEPA) and state California Environmental Quality Act (CEQA). Under the current phase of work, the District, through its lead consultant Jacobs Associates, has engaged Environmental Science Associates (ESA), to prepare required environmental impact reports for the Vista Grande Drainage Basin Improvement Project. The lead federal agency, the National Parks Service, requires the adoption of a Special Use Permit to provide for and compensate the technical assistance and support for the project as the land and water management authority over the GGNRA. The technical support envisioned under the SUP entails project coordination, planning/compliance reviews, site program planning, preliminary design reviews, interagency meetings, public reviews, participation in working groups and field trips. Within the SUP, the District bears the responsibility of bearing all costs for NPS activities estimated in the amount of \$37,405, payable under a cost recovery schedule.

Concurrent with the financial obligation set forth under the SUP, the District agrees to enter into a MOU that sets forth roles and responsibilities between NPS and the District. The MOU ties into the mutual interests and benefits between the respective agencies toward completion of a single Administrative Record covering both the federal NEPA process and state CEQA process. Both parties already note and acknowledge the qualifications of ESA to fulfill the responsibilities set forth as the environmental consultant for the project. Although much of the language contained within the MOU is standard, the District's legal consultant, Downey Brand, provided language in the Purpose section to be consistent with the federal/state NEPA/CEQA handbook, an Issue Resolution Section to provide a process function should any dispute arise, along with additional standard MOU terms to provide added value to the document. These modifications were accepted by National Park Service staff.

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Golden Gate National Recreation Area

Special Use Permit

Name of Use:
Vista Grande Drainage Basin Improvement Project

Permit #: **GOGA-8140-9500-14-0267**
Permit Expiration: November 1, 2015

Long Term: X
Short Term:

Name of Park Area:
Golden Gate National Recreation Area (GGNRA)

Name of Permittee:
City of Daly City

Point(s) of Contact:
Patrick Sweetland
Director, Water and Wastewater Resources
153 Lake Merced Blvd.
Daly City, CA 94015
Phone: (650) 991-8201
Email: psweetland@dalycity.org

The City of Daly City (the "City" or "Permittee") is hereby authorized during the period **February 3, 2012** (approximate date the City of Daly City made the Vista Grande Drainage Basin Alternatives Report available to NPS) **through November 1, 2015**, for the following stated purpose(s) and use of the described land or facilities in the above named area:

For the purpose(s) of:

Preliminary Planning and National Environmental Policy Act ("NEPA") compliance for the Vista Grande Drainage Basin Improvement Project. Permittee requests NPS technical assistance and support as the land and water management agency with jurisdiction over park areas named above that is the landowner with jurisdiction authority for allowing portions of the Vista Grande Drainage Basin Improvement Project to be implemented. Preliminary technical assistance and support will take the form of necessary, advanced project coordination, planning/compliance reviews, site program planning, and preliminary design of program on NPS lands and waters, as well as interagency meetings, public reviews, participation in working groups, and field trips to access each site. This Special Use Permit ("Permit") is limited to authorizing the preliminary planning and NEPA compliance related to the Vista Grande Drainage Basin Improvement Project.

This Permit does not authorize the implementation any Vista Grande Drainage Basin Improvement Project actions within GGNRA. Following an environmental decision, a separate permit application for consideration by NPS must be filed and a separate authorization issued by NPS to permit the implementation of the Vista Grande Drainage Basin Improvement Project that utilize or impact NPS lands or waters.

Additional Information:

If NPS determines in its discretion to authorize the use of NPS lands and waters for the implementation of the Vista Grande Drainage Basin Improvement Project, upon completion of the required NEPA compliance and approval actions (contemplated during the term of this Permit), NPS would issue a subsequent permit for the use of NPS lands and waters to the appropriate party(ies) upon application for such. Said party(ies) would also then be responsible to reimburse NPS for all costs incurred by NPS in overseeing or supporting the activities authorized by any subsequent permit, to pay all rents and fees associated with any subsequent permit, and to obtain sufficient performance bonds or insurance policies to cover the costs of any damage or injury to persons or NPS lands or facilities associated with actions on NPS lands or waters.

Authorizing legislation or other authority: 36 CFR 2.50, 16 USC 3a.

NEPA Compliance: CATEGORICALLY EXCLUDED: EA/FONSI: X EIS: OTHER APPROVED PLANS

PERFORMANCE BOND: Required Not Required X Amount \$: N/A

LIABILITY INSURANCE: Required Not Required X Amount \$: N/A

ISSUANCE of this permit is subject to the conditions outlined below, including payment to the U.S. Department of the Interior, National Park Service **for reimbursement of costs pursuant to Section E below.**

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE:

City of Daly City

Name (Print)

Title

Signature

Date

AUTHORIZING OFFICIALS:

Golden Gate National Recreation Area

Name (Print)

Title

Signature

Date

CONDITIONS OF THIS PERMIT

A. General Conditions

1. Compliance – The privileges authorized by this permit are subject to the supervision of the NPS. Permittee shall at all times comply with all applicable laws and regulations, including those found in 36 CFR Parts 1-5. Permittee expressly acknowledges that the privileges authorized herein are subject to the express condition that the exercise thereof shall not materially interfere with the management and administration of the park, or with visitor use thereof.
2. Damages – The Permittee shall pay the United States for any damage resulting from its use of GGRNA park areas, according to the purposes of this Permit as stated herein, for planning and compliance of the Vista Grande Drainage Basin Improvement Project, which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.
3. Assignment – This Permit may not be transferred or assigned without the consent of the Authorizing Officials, in writing.
4. Revocation – This Permit may be terminated upon breach of any of the conditions herein, upon failure by the Permittee to reimburse NPS costs as described herein, or at the discretion of the Authorizing Officials. Permittee expressly acknowledges the revocable nature of this permit.
5. False Information – The Permittee is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
6. No Interest Conveyed – This Permit conveys no right, title or interest to the Permittee in any real or personal property or lands or waters under the jurisdiction of the NPS. This permit is merely a temporary license for the non-exclusive, non-possessory use of lands within the Golden Gate National Recreation Area (“GGNRA”) as provided for herein.
7. Anti-Deficiency Act – Nothing contained in this Permit shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purpose of this Permit for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations. It is further established that no Federal appropriations have been made available to support this Permit.
8. Agents – Permittee shall ensure that its agents are at all times in compliance with the terms of this permit.
9. Applicable Law – The laws of the United States shall govern the validity, construction and effect of this Permit.

B. Special Conditions of this Permit

1. Permittee agrees to bear the cost of all NPS planning and compliance related to the Vista Grande Drainage Basin Improvement Project, and to reimburse NPS for all costs undertaken by NPS in completing NPS planning and compliance and all other costs related to this Permit, as further described herein.

2. The Permittee will be responsible for contracting with the Environmental Consultant and will be solely responsible for any and all costs related to the Environmental Consultant and subcontractors for the NEPA analysis. The Permittee hereby acknowledges that such costs are not included in the estimated costs identified or contemplated in this Permit.
3. Permittee agrees to enter into a Memorandum of Understanding between the Permittee and NPS that will set forth the roles and responsibilities of NPS and the Permittee with regard to the NEPA compliance process for the Vista Grande Drainage Basin Improvement Project (the "NEPA MOU"). Once completed, the NEPA MOU will be included as an exhibit to the Permit. Failure to comply with the terms and conditions of the NEPA MOU may result in revocation of this Permit.

C. Permit Term

1. The term of this permit shall be from **February 3, 2012** (approximate date the City of Daly City made the Vista Grande Drainage Basin Alternatives Report available to NPS) **through November 1, 2015**, unless terminated pursuant to the conditions of this Permit.
2. The term of this permit may be extended if agreed in writing by all parties, subject to the terms and conditions of this permit continuing in full effect, and including additional cost recovery charges if applicable pursuant to Section E below.

D. Access to Park Areas

1. Permittee must notify NPS in writing seven (7) days in advance of any on-site planning activity that Permittee desires to conduct on Park lands. NPS will designate appropriate points of contact for such notifications. NPS reserves the right to accompany Permittee during any on-site planning activities, to deny access at the requested time and suggest alternate time(s), and to deny Permittee access to particular areas. These actions may require additional Special Use Permit(s) and cost recovery if not included in cost recovery budget Table 1.

E. Permit Fees - Cost Recovery

1. Permittee is obligated to reimburse NPS for its direct and indirect costs in support of this Permit. Reimbursable costs shall include, but not be limited to, direct personnel costs including salaries and fringe benefits; material and supply costs; costs of official travel; utilities costs and other physical overhead costs; costs for preparation, review and distribution of environmental and cultural compliance; rental vehicles and other office equipment costs, if needed in support of this Permit, subject to NPS policies and practices to ensure efficient vehicle and property utilization; and any cost of third-party professional consulting services. If necessary, and in consultation with Permittee, if third-party professional consulting services are contracted by NPS, using funds received from the Permittee pursuant to this Permit, such contractors shall not be considered contractor or agents of the Permittee, and shall work under the sole direction of the NPS except as expressly approved otherwise.
2. Reimbursement to NPS for all its direct or indirect costs related to this Permit must be satisfied prior to the issuance, at NPS discretion, of a subsequent permit to the appropriate party(ies) authorizing the use of NPS lands or waters for the implementation of the Vista Grande Drainage Basin Improvement Project.
3. The cost recovery fees presented herein are solely related to preliminary planning and NEPA compliance of the Vista Grande Drainage Basin Improvement Project, and do not include cost recovery fees related to the implementation of the project that will be included in subsequent

permit(s).

4. A cost recovery budget is provided in Table 1 below. The cost recovery budget is based on estimated costs NPS would incur during the term of this Permit. Such estimated costs include joint NPS planning and compliance, including necessary supplemental staffing and technical assistance for GGNRA.
5. The preliminary cost recovery budget provided herein is based on information provided to date by the Permittee, and the Vista Grande Drainage Basin Improvement Project, in the Notice of Preparation of an Environmental Impact Report, and from joint preliminary meetings between the Permittee and NPS to date.
6. The preliminary cost recovery budget assumes that an EIS/R is the appropriate level of NEPA compliance based on the preliminary information provided.
7. The preliminary cost recovery budget provided herein does not include the required cost recovery budget for additional NPS planning beyond that within the aforementioned period or scope of this Permit.

**Table 1: Estimated Cost Recovery Budget for GGNRA Planning & NEPA Compliance
(Based on Planning Process and includes 15% administration fee)**

Function	Description	Amount
Project Review	• Concept Proposal Review • Federal Action Review • Reasonable Alternatives to Avoid NPS Lands Analysis • Project Review • Preparation of pre-design Special Use Permit	\$3,692
Right-of-Way Evaluation	• Land Use Review • Easement Review • Land Conveyance Review	\$10,761
MOU / SUP Preparation	• Preparation of Working Agreements (Cost Recovery / MOU)	\$3,251
EIS/R Preparation	• Scoping (NOI, Public Meeting, PEPC, Public Notifications, Staff Coordination, Media) • Draft EIS/R Development • Final EIS/R Development • Decision Document • Public Notification	\$19,701
	TOTAL:	\$37,405

recovery budget for additional NPS planning, beyond that within the aforementioned period of this Permit.

16. The Permittee may terminate the planning and compliance activities described under this Permit by the delivery to NPS of written notice to that effect with NPS acknowledgement of receipt of such. The Permittee recognizes and agrees that upon such termination, or in the event payment is stopped or not forthcoming for any NPS expenses incurred as a result of Vista Grande Drainage Basin Improvement Project planning and compliance as identified in this Permit, the NPS will stop all work under this Permit and, in the event of nonpayment, if the Permittee does not provide payment within ten (10) business days of the date NPS provides written notice to the Permittee of such nonpayment, terminate the Permit. Such termination will be without penalty, liability or expense of any kind to the United States.
17. Upon any termination of the Permit, NPS shall return to the Permittee any funds paid to it by the Permittee that were not expended, committed or obligated toward this NPS planning and compliance work on or before the effective date of such termination, such that all such NPS work commitments and obligations in force as of the date of receipt of such termination are honored and paid in full.

F. Indemnification

1. When conducting activities under this permit, the Permittee shall exercise reasonable precautions for the health, safety and welfare of all persons and park resources within GGNRA.
2. The Permittee agrees to indemnify, reimburse, defend, save and hold harmless the United States and its agents for and from any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses and the like, including reasonable attorneys fees, for any loss or destruction of, or damage to, any property, or for the death of or injury to any person, of any nature whatsoever and by whomever made, which may arise out of or be incident to the activities of Permittee or its agents under this Permit, whether or not the same shall be occasioned by the negligence or lack of diligence of the Permittee or its agents.
3. Permittee further agrees to indemnify, reimburse, defend, save and hold harmless the United States and its agents for and from any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses and the like which may arise out of any legal challenge to environmental compliance documents related to the Vista Grande Drainage Basin Improvement Project that are prepared by or for the NPS. Should there be any legal challenge to federal compliance documents associated with the Vista Grande Drainage Basin Improvement Project, including NEPA compliance documents, Permittee agrees that it will obtain approval of the United States before filing any pleadings or documents with a reviewing court. Should there be an award of or settlement agreement providing for attorneys' fees as a result of litigation over any compliance document associated with the Vista Grande Drainage Basin Improvement Project, Permittee, at NPS's direction, shall pay the award directly on behalf of the United States or reimburse the United States for the full costs of any such award.
4. These provisions regarding indemnification and defense shall survive the termination of this Permit.

G. Key Officials

City and County of San Francisco:

Primary Contact

Patrick Sweetland

Director, Water and Wastewater Resources

153 Lake Merced Blvd.

Daly City, CA 94015

Phone: (650) 991-8201

Email: psweetland@dalycity.org

National Park Service:

Primary Contact

Steve Ortega

Project Manager Environmental Compliance, GGNRA

Fort Mason, Building 201

San Francisco, CA 94123

Phone: 415-561-4955

Email: steve_ortega@nps.gov

MEMORANDUM OF UNDERSTANDING
between
NATIONAL PARK SERVICE,
GOLDEN GATE NATIONAL RECREATION AREA
and
NORTH SAN MATEO COUNTY SANITATION DISTRICT
a subsidiary of the CITY OF DALY CITY

This Memorandum of Understanding ("MOU") is hereby entered into between the National Park Service, Golden Gate National Recreation Area ("NPS"), and the North San Mateo County Sanitation District, a subsidiary of the City of Daly City ("City"). The NPS and City are hereinafter individually referred to as Party and collectively referred to as the Parties.

ARTICLE I. PURPOSE AND PROJECT BACKGROUND:

Purpose

The purpose of this MOU is to provide a framework for cooperation between NPS and the City to work together as joint lead agencies in preparing and completing a joint environmental analysis and document that analyzes the potential environmental consequences of the Vista Grande Drainage Basin Improvement Project ("Project"). The North Mateo County Sanitation District, a subsidiary of the City of Daly City, a General Law City under the laws of the State of California, is required to comply with the California Environmental Quality Act (Cal. Pub. Resources Code §§ 21000 *et seq.*) ("CEQA"). NPS, a federal agency, is required to comply with the National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*) ("NEPA"). The NPS will serve as lead agency for NEPA purposes and the City will serve as lead agency for CEQA purposes.

This MOU will facilitate a joint environmental review process between the City and NPS, ultimately aiding the goals and missions of both agencies in the fulfillment of their environmental reviews and simplifying the process for the public, including encouraging efficiency and public disclosure. While each agency will assist other agencies to the maximum extent possible, it will ultimately be the responsibility of NPS to comply with NEPA and the responsibility of the City to comply with CEQA.

Federal regulations (40 C.F.R. § 1506.2) direct federal agencies to cooperate with State and local agencies to the fullest extent possible to reduce duplication between NEPA and State/local requirements, including joint planning processes, environmental research and studies, public hearings, and Environmental Impact Statements. CEQA Guidelines Sections 15222 and 15226 encourage similar cooperation by State and local agencies with federal agencies when environmental review is required under both NEPA and CEQA. Under these conditions, the parties shall be joint lead agencies involved with a single planning process that complies with all applicable laws.

The Parties to this MOU will work cooperatively to prepare a joint environmental analysis and document pursuant to NEPA, CEQA, and all applicable laws, executive orders, regulations, direction, and guidelines. The combined NEPA and CEQA environmental document is hereinafter referred to as the "EIS/R." Should the decision be made to authorize the proposed Project, this MOU continues the cooperation during the implementation of any decision to include mitigation measures and monitoring developed

through the NEPA/CEQA process. This cooperation serves the mutual interest of the Parties and the public.

Project Background

The Vista Grande Watershed Drainage Basin ("Basin") is located in the City of Daly City and in an unincorporated area of San Mateo County known as Broadmoor Village. The Basin is approximately 2.5 square miles in area and is bordered by the City and County of San Francisco to the north, the Colma Creek watershed to the south and east, and the Pacific Ocean on the west. Stormwater that falls within the Basin is drained through the Vista Grande Canal and Tunnel, which are located in the City and County of San Francisco, adjacent to John Muir Drive and the southwestern shoreline of Lake Merced. The tunnel outfall is located at the Pacific Ocean at Fort Funston, which NPS manages as part of the Golden Gate National Recreation Area (see Attached Figure 1).

Daly City, through its subsidiary, the North San Mateo County Sanitation District, is proposing the Project to address storm-related flooding and property damage that currently occurs in the Basin, and to provide other environmental benefits including restoration and management of water levels within Lake Merced. Lake Merced is made up of four individual but connected lakes (East, North, South, and Impound Lakes), and is owned by the City and County of San Francisco. The San Francisco Public Utilities Commission (SFPUC) maintains Lake Merced as a non-potable emergency water supply for San Francisco. SFPUC is a responsible agency for the Project. Historically, the Basin was part of the Lake Merced Watershed. The Vista Grande Canal and Tunnel were built in the 1890s to divert stormwater away from the Lake to an outfall at the Pacific Ocean, below what is now Fort Funston. The existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and flooding into adjacent low-lying residential areas, city streets, a school yard, and along John Muir Drive periodically occurs during storm events. The existing outfall structure and a portion of the Vista Grande Tunnel, once enclosed within the cliffs at Fort Funston, have become exposed due to the ongoing erosion of the cliff face. The Project would alleviate flooding and improve the ocean outfall while reconnecting a significant portion of Lake Merced's historic watershed.

The Project would consist of the following major structural components:

- Improvements within the Vista Grande Basin storm drain system upstream of the Vista Grande Canal (described in the draft Lake Management Plan);
- Partial replacement of the existing Vista Grande Canal to incorporate a debris screening device, a constructed treatment wetland and lake overflow structure, and diversion and outfall structures to route selected stormwater (and authorized non-storm water) flows from the Vista Grande Canal to Lake Merced;
- Retrofit of the existing Vista Grande Tunnel to increase its peak hydraulic capacity consistent with a 25-year storm event, and extend its operating life;
- Replacement of the Lake Merced Portal to the Vista Grande Tunnel;
- Replacement of the existing ocean outfall structure at Fort Funston; and
- Modification of the existing effluent gravity pipeline so that it may be used year round to convey treated effluent from the City's wastewater treatment facilities to the existing outfall and diffuser by gravity, and abandoning the force main pipeline

ARTICLE II. AUTHORITY

The NPS may enter into a Memorandum of Understanding pursuant to its authority under 16 U.S.C. §§ 1-3.

The City is a General Law City under the laws of the State of California with the authority through its North San Mateo County Sanitation District subsidiary to implement the Vista Grande Drainage Basin Improvement Project and to enter into an agreement with the United States and other public agencies for the joint exercise of any power common to the contracting agencies. (See Cal. Gov.'t Code §§ 6500 *et seq.*) As the lead agency for the Project, the City must conduct the environmental review required under CEQA prior to approving the Project. In addition, the City is responsible for procuring from the NPS and any other relevant Federal and State agencies many of the authorizations, approvals and permits necessary to implement the Project.

ARTICLE III. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:

It is essential to the interests of the Parties that the Parties document the environmental review of the Project in a combined environmental document that complies with both NEPA and CEQA. It is mutually beneficial to the Parties that this NEPA/CEQA review be of high priority, be initiated and completed to the maximum extent possible according to the schedule included as Attachment B, make the best use of existing information, focus on substantive environmental issues, and provide every opportunity for public involvement consistent with applicable policy and legal requirements. In regard to the content and format of the EIS/R, the Parties agree that each party is solely responsible for those decisions affecting resources within its own jurisdictional land and marine boundaries.

ARTICLE IV. STATEMENT OF WORK

In Consideration of the Above, the Parties Agree as Follows:

1. The NPS will be the lead agency for purposes of NEPA, and the City will be the lead agency for purposes of CEQA. The Parties envision a combined environmental document that will satisfy both NEPA and CEQA, the EIR/S. As lead agencies, the Parties will have primary responsibility for the content of the EIS/R, with each lead agency having primary responsibility for final content review related to resources under its jurisdiction. The City will be required to deliver an EIS/R document that conforms in format and content to the requirements established by promulgated regulations for each law.
2. The Parties will ensure that the EIS/R document evaluates the impacts of all proposed Project activities affecting the lands and waters for the entire Project. The Parties envision that the EIS/R will evaluate the impacts of a no-action alternative, as well as a reasonable range of feasible alternatives to the proposed Project (See 40 C.F.R. § 1502.14(d) and California Public Resources Code, § 21100(b)(4)).
3. The Parties will ensure that the EIS/R fully discloses cumulative impacts on the environment that result from the incremental impact of the Project in combination with the impacts of other past, present and reasonably foreseeable future actions, regardless of the agency (Federal or non-Federal) or person who undertakes such other actions (See 40 C.F.R. § 1508.7).
4. Project-related activities and impact topics to be addressed and analyzed in the EIS/R document will be decided and agreed upon through joint consultation and consensus between the Parties. The document will address temporary and permanent construction and operations-related impacts. Impact topics may include, but are not limited to, the following:
 - Utilities and Utility Systems
 - Visitor Uses and Experiences (including Partner Program and Operations)
 - Public Health and Safety
 - Traffic, Circulation, and Parking
 - Marine Resources (e.g., fish, marine mammals, essential fish habitat)

- Coastal Processes including Sea Level Rise and Climate Change
 - Wildlife and Vegetation
 - Cultural and Historical Resources
 - Air Quality
 - Water Quality and Hydrology
 - Hazards and Hazardous Materials
 - Noise and Soundscape
 - Lightscape
 - Viewsheds and Visual Resources
 - Park Operations (including GGNRA Staffing)
5. The Project may have potentially significant environmental impacts that require mitigation. Best Management Practices and/or mitigation measures will be developed to avoid or minimize such impacts. On NPS lands, for those impacts which cannot be avoided or minimized, compensatory mitigation may be an appropriate action. Should compensation be deemed necessary by both parties, the Parties agree to negotiate a separate agreement that details the compensation action.
 6. The EIS/R document will be prepared by an Environmental Consultant under the guidance of the lead agencies, as directed by the City. The Environmental Consultant will be compensated solely by the City. The Environmental Consultant's work product shall be performed for the benefit of the lead agencies and shall be the property of the lead agencies. The Environmental Consultant may obtain technical assistance or information from one or more independent, third-party subcontractors, subject to NPS approval, for work related to NPS land and marine areas. Data collection, testing, or any actions by the Environmental Consultant or subcontractors on NPS land shall require the prior approval of the NPS, which shall not be unreasonably withheld.
 7. The Regional Director of the NPS, Pacific West Region, will be the Responsible Official (decision-maker) for the NEPA review related to NPS decisions regarding its lands and waters. The City Manager of the City will be the Responsible Official (decision-maker) for CEQA review related to other non-federal lands.

NATIONAL PARK SERVICE SHALL:

1. Designate a team of specialists to assist in the preparation and review of the EIS/R.
2. Designate a Project Coordinator/Manager ("PM") to coordinate efforts of the NPS Team and serve as a point of contact for the (Environmental Consultant and City) ("Project Team"). The NPS PM will be the point of contact for the resolution of all matters related to the overall environmental review process, including all matters related to the preparation of the EIS/R document.
3. The Parties have mutually agreed to the EIS/R development timeline as described in Attachment B. The NPS will make its best efforts to meet the milestones established in Attachment B. Both Parties recognize that the attached schedule reflects a reasonable timeline for completing the EIS/R process, while at the same time acknowledging that upon agreement by both Parties, the schedule may be subsequently modified due to events or conditions beyond the control of the Parties.
4. Participate in regularly scheduled meetings of the Project Team during all phases of the development of the EIS/R.
5. Invite the Environmental Consultant and/or the City to participate, as needed by NPS, in meetings with resource agencies and government officials during the EIS/R development process.
6. Provide timely responses to data requests and timely review of documents to the greatest extent possible within the time limits established by mutual agreement and set forth in Attachment B.

7. Review the work of the Environmental Consultant on each element of the EIS/R for overall quality and content and to ensure compliance with applicable policies and regulations; but will focus primarily on topics areas of the document on impact topics that could affect NPS lands or where NPS has jurisdiction.
8. Actively engage in necessary procedural aspects of the environmental review process, including but not limited to :
 - a. Assist in the development of draft and final materials for use in public engagement throughout the environmental review and decision process.
 - b. Manage and integrate all notices and public and agency materials into the EIS/R administrative record.
 - c. Review and comment on all visual aids for public meetings and open houses, including Google Earth presentations and applications, maps, handouts, poster boards, mailers, etc.
 - d. Participate in public meetings.
 - e. Review and input on responses to all comments received at public and internal meetings, and in reports to NPS.
 - f. Provide advice, examples, assistance, review and finalization of any required Federal Register notices.
 - g. Utilize resources available to NPS to assist in the distribution of all public notices and publication of all documents submitted for public notification or review and/or comment.
8. Participate in the substantive environmental analysis through an NPS interdisciplinary team ("IDT"), particularly those issues related to impacts to NPS resources or affecting lands under NPS jurisdiction. The NPS IDT will provide input and guidance on the adequacy of existing data and studies, and such additional matters as are useful to the prompt and efficient completion of the EIS/R.
9. Provide written or electronic copies of the following information to the Environmental Consultant:
 - a. An outline template for the EIS/R document.
 - b. Relevant background documents relating to the Golden Gate National Recreation Area.
 - c. Statutes, Regulations, Executive Orders, NPS Policies, and Handbooks related to the preparation of the NEPA document.
 - d. A consolidated set of comments on work products.
 - e. Relevant Partner Programs and Operations-identification of partner contacts for relevant information related to planning and compliance analyses.
 - f. Existing data, environmental descriptions, and analysis available from relevant sources that exist within local NPS records.
10. Upon the City's or Environmental Consultant's request, and following consultation with NPS legal staff, designate specific data and information as confidential and proprietary to the extent permitted by law. This responsibility extends to both internal documents, files or records, and the consultant's use of the information. In the event that confidential or proprietary information is proposed for release by the NPS under the Freedom of Information Act (5 U.S.C. § 552) ("FOIA"), NPS will provide the City with written notice of the pending release at least five (5) days in advance of such release.
11. Provide to the Project Team a mailing list and other general assistance for public distribution of EIS/R related announcements and documents.

12. Actively participate with the Project Team and meet, as determined necessary by the City, during preparation of the EIS/R to discuss topics such as the following:
 - a. Substantive environmental issues that will be addressed in the EIS/R
 - b. Design criteria for the proposed action and alternatives.
 - c. Measures to minimize and/or avoid potential impacts.
 - d. Range of alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail (*i.e.*, considered but rejected).
 - e. Changes to the EIS/R that may be necessary to respond to the comments received from the public.
 - f. Proposed mitigation and/or compensation measures and analysis and disclosures required by those measures.
 13. Review and comment on information and analysis submitted to NPS by the Project Team, or others.
 14. Participate in the preparation of the EIS/R in compliance with applicable policy and legal requirements, including but not limited to, public review of the EIS/R document, analysis of public comments, and decision documentation in regard to NPS actions and jurisdictional areas. In exercising this responsibility, the NPS will endeavor to foster cooperation among other relevant agencies and to integrate NEPA requirements with other environmental review and consultation requirements in order to avoid, to the fullest extent possible, duplication of efforts by such agencies (*See* 40 C.F.R. §§1500.5(g) and (h), 1501.2(d)(2), 1506.2). The NPS will not delegate to any other agency its respective authority over the scope and content of the EIS/R or its approval of the Project as it relates to lands and waters under NPS jurisdiction.
 15. Independently evaluate information and analysis submitted by the Project Team or others regarding other environmental compliance obligations associated with the NPS portion of the Project (*e.g.*, Endangered Species Act, National Historic Preservation Act, etc.) and assume responsibility for the content and accuracy of such documents. NPS will make the final determination on the form and content of all such information submitted on behalf of NPS to other agencies that must consult on the aspects of the Project over which the NPS has authority.
 16. Provide direction to the Environmental Consultant for maintenance and compilation of the NEPA/CEQA Administrative Record ("AR") for the Project, until a final decision document is signed. At that time, a copy of the AR will be delivered to the National Park Service, attention Steve Ortega, NPS Project Director, Golden Gate National Recreation Area Headquarters, Bldg. 201, Fort Mason, San Francisco, CA 94123.
 - a. The NPS will provide direction to the Environmental Consultant for design, organization, indexing, preparation and maintenance of the Administrative Record.
 - b. The Environmental Consultant will document sampling, testing, field observations, literature searches, analysis, and any supplements to the foregoing. The Environmental Consultant will also compile a list of all NPS records relied upon or considered during the preparation of the EIS/R.
 - c. The AR will be organized by specific categories of information and chronologically within categories for easy retrieval. An index of the information in the AR will show the name or title of the document, its date, author, any recipients, subject, and number of pages.
 - d. The AR will also include all information and documentation considered or relied upon after the public comment period, through the date of signing of the decision document.
 17. Provide Environmental Consultant with an example and template of a Record of Decision ("ROD"), and following the completion of an initial draft of the ROD by the Environmental Consultant, assume
-

responsibility for final preparation of and the costs associated with the reproduction and distribution of the final ROD.

THE CITY SHALL:

1. Contract with the Environmental Consultant to conduct the EIS/R analysis and documentation in accordance with this MOU and attached mutually agreed work plan (Attachment A).
2. Develop and execute a contract with the Environmental Consultant to cover all costs associated with the environmental review for the Project, with the exception of those related to finalizing the decision document ROD (See NPS Shall #18). The City will be responsible for all costs and any continuing costs incurred by the Environmental Consultant until the contract has expired or is terminated by the City.
3. In accordance with NEPA regulations, ensure that all consultant staff and those of its subcontractors sign a "Conflict of Interest" or "Disclosure Statement" that confirms that individuals and the Consultant do not have any interest, financial, or otherwise, in the outcome of the Project. (See 40 C.F.R. § 1506.5(c)). A copy of signed statements will be provided to the NPS by the Environmental Consultant.
4. Include in its contract with the Environmental Consultant the requirement that the Environmental Consultant will be responsible for collecting and disseminating all documentation, including but not limited to, meeting notes; electronic mail (email) messages; analysis protocols, methodologies and data; maps; Geographic Information System (GIS) data and metadata; other supporting information used in the preparation of the EIS/R document; public input; internal agency comments relevant to the writing of a subsequent draft; and the EIS/R document itself. Such information will be included in the Administrative Record, which will be maintained by the Environmental Consultant. The Environmental Consultant will provide a copy of the Administrative Record to the NPS after a final decision document is signed.
5. Attend regularly scheduled Project Team meetings and participate in the development of mitigation measures to address potential adverse impacts.
6. If requested by NPS, work to ensure that the Environmental Consultant is responsive to all NPS requests related to the environmental review of the proposed Project and NPS NEPA requirements, and that the Environmental Consultant provides information from the EIR/S process (e.g., mapping, public meeting materials) needed by the NPS to prepare the decision document, as part of its contract requirement.
7. Assume responsibility for the costs of stenographic, clerical, graphics, and layout services; printing of documents in accordance with NPS standards; and all analysis, internal review drafts, and copies of all draft and final NEPA and CEQA-related documents prepared by the Environmental Consultant and subcontractors.
8. Bear sole responsibility for: (a) the cost of preparing and providing the requested copies of draft and final versions of the EIS/R document for review, including public review; (b) the cost of distributing the EIS/R document as directed by the NPS; and (c) the cost of providing an electronic copy of the EIS/R document and related documents that are suitable for reproduction by the NPS.
9. Indemnify, defend and hold harmless the United States with regard to any liabilities, causes of actions, claims, or demands related to activities under this MOU, consistent with the Special Use Permit ("SUP") that the NPS has issued to the City.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. The contract between the City and the Environmental Consultant will require the Environmental Consultant to comply with the terms of this MOU.

2. Project-related information and data collected by the Environmental Consultant and subcontractors will be retained in the Administrative Record. The Environmental Consultant will develop for NPS approval an index of the Administrative Record, which will be updated from time to time during the preparation of the EIS/R, as appropriate.
3. The City's financing of the Environmental Consultant does not give the City any control over the NEPA process.
4. The Environmental Consultant is an important part of the interdisciplinary process and will aid and support the lead agencies.
5. All planning data, maps, files, reports, computer, audio or video tapes, and disks and other records relied upon to support EIS/R preparation will be retained in the Administrative Record for the Project.
6. In the event of a challenge to the legality or adequacy of NPS' compliance with NEPA with respect to the Project, the City, the Environmental Consultant, the Environmental Consultant's professional personnel, and the subcontractors will, at the City's expense, make available to the federal government all relevant information under their control, and to the extent reasonable, discuss such information with the federal government, and testify at deposition or trial on behalf of the federal government regarding such information. The City will be responsible for providing the necessary expertise in the event of litigation, including the Environmental Consultant and the Environmental Consultant's professional personnel and subcontractors, as NPS reasonably determines necessary. This provision shall survive the termination or expiration of this Agreement.
7. Any information furnished to the NPS under this MOU may be subject to public release under the authority of FOIA (5 U.S.C. § 552) and the California Public Records Act (Cal. Gov. Code § 6250 et seq.) ("CPRA"). Specific exemptions in the FOIA and/or CPRA may protect deliberative, confidential, confidential, proprietary, and other types of information related to the Project. The Parties agree to consult each other prior to releasing potentially privileged or exempt documents. Any information Proposed for release that has been designated as proprietary, confidential, or otherwise exempt from disclosure shall be shared with the non-responding Party at least five (5) days prior to its proposed release. The non-responding Party will then have a right to object to release of specific information, which objection will be considered by the responding Party.
8. This MOU in no way restricts the NPS or the City from participating in similar activities with other public and private agencies, organizations, and individuals.

ARTICLE V. TERM

1. Unless terminated earlier, this MOU shall expire ninety (90) days after the NPS signs the ROD for the Project, or on the date on which the Environmental Consultant delivers the complete Administrative Record to NPS, whichever is later.

ARTICLE VI. KEY OFFICIALS

For Golden Gate National Recreation Area:

Steve Ortega
Project Manager Environmental Compliance
Golden Gate National Recreation Area
Fort Mason, Bldg 201
San Francisco, CA 94123
Phone: 415-561-4955
Email: steve_ortega@nps.gov

For Daly City:

Patrick Sweetland
Director, Water and Wastewater Resources
City of Daly City
153 Lake Merced Blvd.
Daly City, CA 94015
Phone: (650) 991-8201
Email: psweetland@dalycity.org

ARTICLE VII. MODIFICATION AND TERMINATION

1. This MOU may be modified or amended upon mutual written agreement of both Parties.
2. Any Party, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration. In the event of termination, it is agreed to as follows:
 - a. The NPS shall determine whether to continue NEPA review separately or how best to comply with NEPA in considering the applications for permits to undertake the Vista Grande Drainage Basin Improvement Project. If this MOU is terminated, nothing in this Agreement shall be construed to require the NPS to complete a NEPA review of the Project.
 - b. All documentation, reports, analysis, and data used in the NEPA document developed by the City, the Environmental Consultant, or the Environmental Consultant's subcontractors up to the date of termination, including the Administrative Record, will be delivered to the NPS.

ARTICLE VIII. ISSUE RESOLUTION

1. The Parties shall make good faith efforts to resolve disputes or disagreements arising from this MOU via meet and confer. If a dispute or disagreement arises, the Parties shall meet and confer within ten (10) calendar days of receiving written notification from the other Party describing the dispute and shall thereafter schedule and participate in further meetings, if appropriate, in an effort to resolve the dispute or disagreement.
2. If disagreements on the findings, conclusions, impacts, or resource conditions in the joint environmental analysis cannot be resolved, each Party shall provide an explanation of assumptions used to reach these conclusions, including reasons for the differing conclusions, for insertion in separate NEPA/CEQA sections of the EIS/R document.

ARTICLE IX. STANDARD CLAUSES

1. Nothing in this MOU obligates the NPS to obligate or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the NPS and the City will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
2. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

3. Nothing in this MOU grants the Parties any additional rights or powers, nor does it excuse the Parties from fulfilling any other statutory obligation they may have.
4. Non-Discrimination: All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
5. Promotions: The City will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service or position which the City represents. No release of information relating to this Agreement may state or imply that the Government approves of the City's work product (other than forms of the EIS/R), or considers the City's work product to be superior to other products or services.
6. Publications of Results of Studies: No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of result, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
7. Construction of Terms: This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing any obligations on any person or entity other than the Parties.
8. 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.
9. Governing Law: This MOU is made under and shall be governed by the laws of the State of the United States.

ARTICLE X. SIGNATURES AND EFFECTIVE DATE

1. This MOU is effective upon the signatures of the NPS and the City.
2. By signing below, all parties certify that the individuals listed in this document are representatives authorized to act in their respective areas for matters related to this MOU.

Frank Dean
Superintendent
Golden Gate National Recreation Area

Date

Patricia E. Martel
General Manager
North San Mateo County Sanitation District, a subsidiary of the City of Daly City

Date

Approved as to Form:

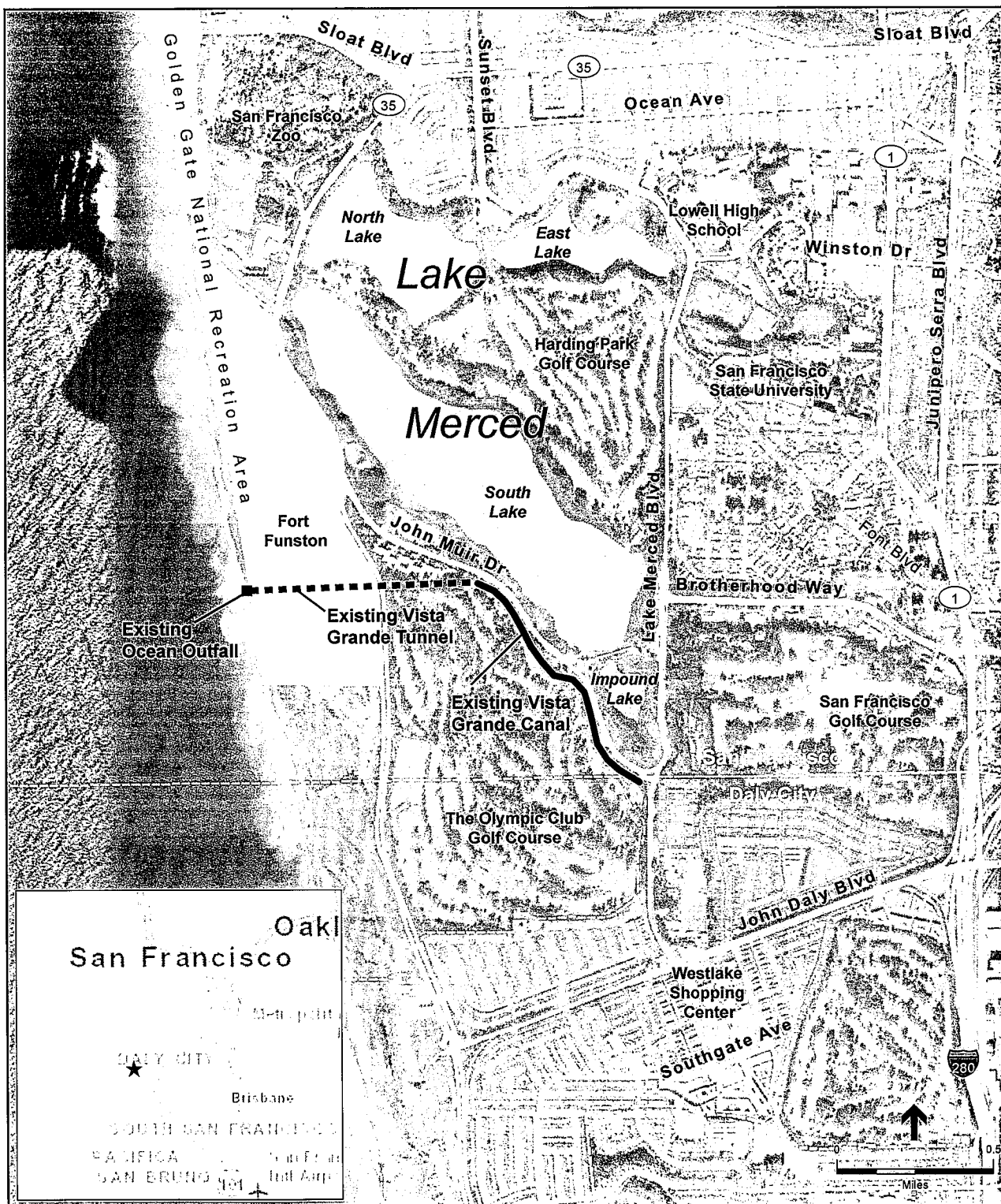
North San Mateo County Sanitation District, a subsidiary of the City of Daly City

Rose Zimmerman
District Counsel

Date

ARTICLE XI. ATTACHMENTS and FIGURES

Figure 1: Project Area Map
Attachment A: Planning Tasks (Work Plan)
Attachment B: EIS/R Schedule / Milestones



SOURCE: ESA

Vista Grande Drainage Basin Improvement Project. 207036.01

Figure 1
Project Location

ATTACHMENT A.

Vista Grande Drainage Basin Improvement Project CEQA/NEPA Compliance

January 2014

VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT EIR/EIS

CEQA/NEPA Compliance

1. CEQA/NEPA Compliance

1.1. Maintain and Update Administrative Record

ESA will maintain an organized and complete administrative record for all documents created or received when drafting the EIR/EIS, as required by NPS Director's Order 12, Section 4.6. The record will be maintained throughout the project (up-to-date as of latest public document) and will be made available upon request to Daly City, NPS, and SFPUC. Items that will be kept include meeting notes, technical data/sources consulted, correspondence, records of phone calls, e-mail correspondence, documentation of public involvement efforts, copies of public draft documents prepared under this scope of services, and all other information that relates to the decisions made in the EIR/EIS.

1.2. Prepare and Publish NOP and NOI

ESA will develop the Notice of Preparation (NOP), consisting of a project description, summary of potential environmental impacts, and other CEQA-required elements, for discussion with and review by JA and Daly City. ESA will work with JA and the IAT to develop the mailing list for NOP distribution. This work plan assumes that mailing lists will be provided by the IAT, including the names and addresses of residents and businesses located within 1,000 feet of the project site, interested stakeholders, and standard distribution lists of the agencies.

Federal agencies are required to publish a Notice of Intent (NOI) to prepare a draft EIS in the Federal Register. Under the direction of NPS, ESA will prepare an NOI for NPS review, and will revise the NOI based on comments received by NPS staff.

1.3. Public Scoping & Outreach

In coordination with JA, Daly City, and NPS, the ESA team will conduct public outreach activities as required for CEQA and NEPA scoping efforts, including notification, planning, and preparing for Scoping Meetings.

1.4. Public Scoping Comment Summary Memorandum

The ESA team will collate all comments received during the public scoping period and summarize them in a memorandum. The memo will be circulated for IAT review and comment. Upon receipt of all reviewer comments on the scoping memo, ESA will finalize the

memo. This work plan assumes that the NPS Planning, Environment, and Public Comment (PEPC) site would not be used for comment tracking and analysis.

1.5. Prepare CEQA/NEPA Project Description

In coordination with JA and Daly City, ESA will prepare a draft CEQA/NEPA project description. The project description will incorporate input received from NPS, SFPUC, and other agencies consulted, as well as comments received during the public scoping period. ESA will provide the draft CEQA/NEPA project description to the IAT for review and comment. Upon receipt of comments on the draft, ESA will finalize the CEQA/NEPA project description for inclusion in the Draft EIR/EIS.

1.6. Draft EIR/EIS Outline and NPS Purpose and Need Statement

ESA will prepare a draft outline and Table of Contents (TOC) for the full EIR/EIS and submit to the IAT for review. ESA will also assist the NPS in drafting a Purpose and Need Statement. ESA will circulate a draft of the Draft EIR/EIS Outline and NPS Purpose and Need Statement for IAT review and comment. Upon receipt of comments, ESA will revise the EIR/EIS outline and Purpose and Need Statement.

1.7. Alternatives Development

Following completion of the scoping period and establishment of the NPS Purpose and Need Statement, ESA will assist in integrating public and agency comments into the development of a full range of reasonable alternatives that each meet Daly City's objectives, and to a large degree address the NPS Purpose and Need. It is assumed that no more than four alternatives, including a No Action Alternative, will be developed at a sufficient level of detail for analysis in the EIR/EIS.

1.8. Impact Analysis Methodology

ESA will prepare a draft CEQA and NEPA impact assessment methodology memorandum identifying threshold definitions for each resource topic. For CEQA, thresholds will include criteria for determining whether an impact is significant. For NEPA, they will include criteria for determining impact type (i.e., beneficial or adverse) and intensity (i.e., negligible, minor, moderate, or major). ESA will circulate a draft of the impact assessment methodology memorandum for IAT review and comment. Upon receipt of comments, ESA will revise the memorandum.

1.9. Administrative Draft EIR/EIS

Upon approval of the impact assessment methodology, ESA will prepare a complete Administrative Draft EIR/EIS. The draft will address all sections identified under CEQA Guidelines (Sections 15120 to 15132) and the Council on Environmental Quality (CEQ) and NPS NEPA Guidelines. Accordingly, the document will follow the following, or similar, structure:

ES-Executive Summary

1- Introduction/Purpose and Need

- 2- Description of Project and Alternatives
- 3- Environmental Analysis
 - a. Introduction
 - b. Methodology for Assessing Impacts
 - c. Format of Impact Discussion
 - d. Aesthetics (structure repeated for each impact topic)
 - i. Introduction
 - ii. Affected Environment
 - iii. Regulatory Context
 - iv. Impact Assessment Methodology/Thresholds
 - e. Environmental Consequences/Direct and Indirect Effects
 1. Alt. 1 – Proposed Project
 - a. Individual Effects
 - b. Cumulative Effects
 2. Alt. 2 – Alternative TBD
 3. Alt. 3 – Alternative TBD
 4. Alt. 4 – No Action Alternative
 - f. Mitigation Measures
- e. Air Quality
- f. Biological Resources
- g. Cultural, Archaeological, and Paleontological Resources
- h. Geology, Soils, and Seismicity
- i. Greenhouse Gas Emissions
- j. Hazards and Hazardous Materials
- k. Hydrology and Water Quality
- l. Land Use and Planning
- m. Mineral Resources
- n. Noise and Vibration
- o. Public Services
- p. Recreation and Visitor Experience
- q. Social Resources
 - i. Socioeconomics
 - ii. Environmental Justice
 - iii. Population and Housing
- r. Transportation and Traffic
- s. Utilities, Service Systems, and Energy Consumption
- 4- Other Statutory Considerations
 - a. CEQA Topics
 - i. Growth Inducing Effects
 - ii. Irreversible or Irretrievable Commitment of Resources
 - iii. Mandatory Findings of Significance
 - b. NEPA Topics
 - i. Relationship between Short-term Uses and Long-term Productivity
 - ii. Significant Unavoidable Impacts of the Preferred Alternative
- 5- Consultation and Coordination
- 6- Acronyms and Abbreviations
- 7- Report Preparers
- 8- Glossary

9- References

10- Appendices

To the extent that information is available and the consultations or permits are needed for the project, ESA will complete technical tasks associated with Endangered Species Act Section 7 and NHPA Section 106 consultations, and report on these findings in the Administrative Draft EIR/EIS. The document generally will be formatted in accordance with the NPS Denver Service Center's Editing Reference Manual. The Administrative Draft EIR/EIS will be provided to Daly City for proofing. Upon receipt and incorporation of Daly City's comments, the Administrative Draft will be provided to NPS and SFPUC for review and comment. This work plan assumes a Statement of Findings (SOF) for wetlands and floodplains would not be required.

1.10. Value Analysis Workshop for Identifying Preferred Alternative

When the IAT has approved an Administrative Draft EIR/EIS as adequate, ESA will prepare and facilitate a Choosing by Advantages (CBA) workshop for the IAT to analyze the alternatives and determine the agency preferred alternative(s). All materials and supplies needed for the workshop will be provided by ESA. In advance of the workshop, ESA will draft and refine CBA evaluation factors, incorporating IAT input.

1.11. Screencheck Draft EIR/EIS

ESA will incorporate suggestions made by the IAT as a result of the review of the Administrative Draft EIR/EIS. As needed, the Project Manager and any other appropriate ESA team members will be available to discuss with IAT members or their technical specialists any necessary revisions to the Administrative Draft EIR/EIS. The Screencheck Draft EIR/EIS will include an executive summary, be edited, and have all appropriate graphics included. Any information and reporting related to the Section 7 or SHPO consultations will be included in this draft.

1.12. Print Check Draft EIR/EIS

Once ESA receives the IAT's comments on the Screencheck Draft EIR/EIS, ESA will prepare a final Print-check Draft EIR/EIS and will provide NPS with one hard copy of the document to review and approve.

1.13. Public Draft EIR/EIS

Following the IAT approval of the Print Check Draft EIR/EIS, ESA will prepare the Public Review Draft EIR/EIS. ESA will produce a total of up to 50 hard copies (with technical appendices on CD-ROM) and 150 electronic copies of the draft on CD-ROM to be distributed among the IAT and agency and public stakeholders for review. ESA will work with the IAT to determine the appropriate distribution list for the joint document and ESA will be responsible for sending the document to this list and to the State Clearinghouse. This work plan assumes NPS will be responsible for delivering the draft to the USEPA for filing and noticing in the Federal Register.

1.14. Notice of Availability of Draft EIR/EIS

Under the direction of NPS, ESA will also prepare the Notice of Availability of the Draft EIR/EIS for NPS for publication in the Federal Register. The NOA will provide a summary of the NPS Purpose and Need for action; the scoping/public review process to date; major issues/impact topics addressed; alternatives; the name and address of an NPS contact; and where the public may obtain more information. The NOA will also include the required NPS privacy statement. ESA will submit the draft for NPS review. Upon NPS review and approval of the Draft NOA, ESA will prepare a final NOA. An electronic version of the final NOA will be provided.

1.15. Public Meeting

ESA will prepare for and take a lead role in up to two (2) public meetings to receive input on the Public Draft EIR/EIS. The meeting format will include all CEQA and NEPA required components such as formal recording of comments and a brief presentation. ESA will help prepare the draft and final PowerPoint presentation and will provide up to 50 hard copies of public hearing handouts (e.g., a public comment card).

1.16. Draft EIR/EIS Public Comment Summary Memorandum

At the conclusion of the public review period for the Draft EIR/EIS, ESA will compile all comments received from the public, organizations, and agencies. ESA will bracket and code the comment letters, and provide a matrix that identifies all the comments received and the issues raised in individual comments. This work plan assumes that the NPS PEPC site would not be used for tracking and analyzing comments. However, should Daly City and NPS determine use of the PEPC site is appropriate and advantageous, this service can be set up for the comment process. ESA's Project Manager will discuss with the IAT the comments received, and the appropriate responses and response strategies to those comments.

1.17. Administrative Final EIR/EIS

Based on input received from the IAT and agency and public comment, ESA will prepare the Administrative Final EIR/EIS. The Administrative Final EIR/EIS will consist of the response to comments document and any changes that are needed to the text of the EIR/EIS. ESA will produce a total of up to 15 hard copies of the Administrative Final EIR/EIS for IAT review and comment.

1.18. Screencheck Final EIR/EIS

Upon receipt of the IAT's comments on the Administrative Final EIR/EIS, ESA staff will incorporate the necessary revisions into a Screencheck Final EIR/EIS. As needed, the Project Manager and any other appropriate ESA team members will be available to discuss with IAT members or their technical specialists any necessary revisions to the Administrative Final EIR/EIS.

1.19. Final EIR/EIS

Following approval of the Screencheck Draft, ESA will produce and distribute the necessary number of copies of the Final EIR/EIS document in electronic format (i.e., CD-ROM) to all

commenters, interested parties, and responsible and trustee agencies. The mailing will be made in advance of the Daly City certification hearing. ESA will revise the mailing list to include all persons who commented on the Draft EIR/EIS. ESA will produce a total of up to 25 hard copies and 100 CD-ROM copies to be distributed among the IAT and agency and public stakeholders for review.

1.20. Notice of Availability of the Final EIR/EIS

Under the direction of NPS, ESA will prepare a NOA for the Final EIR/EIS to be published in the Federal Register. The notice will be formatted in accordance with Federal Register criteria. The NOA will provide a summary of the NPS Purpose and Need for action; the scoping/public review process to date; major issues/impact topics addressed; alternatives, including the NPS preferred alternative; the name and address of an NPS contact; and where the public may obtain more information. The NOA will also include the required NPS privacy statement. ESA will submit the draft for NPS review. Upon NPS review and approval of the Draft NOA, ESA will prepare a final NOA. An electronic version of the final NOA will be provided.

1.21. Mitigation Monitoring and Reporting Plan

ESA will prepare an Administrative Draft and Final Mitigation, Monitoring, and Reporting Plan (MMRP). The MMRP will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less-than-significant level, including construction and post-construction monitoring actions needed to meet CEQA requirements and requirements of regulatory/approving agencies. ESA will assist Daly City in coordinating MMRP preparation with the NPS, SFPUC, and other regulatory/approving agencies. One round of revisions is assumed. The Administrative Draft MMRP will be provided electronically.

1.22. Record of Decision

ESA will prepare an internal review draft of the ROD for NPS review and approval. NPS will provide ESA with an example ROD. The ROD will meet the requirements of NPS DO-12 and contain all information required to be legally defensible. An electronic version will be provided for internal draft ROD review. Upon review and approval of the internal draft ROD, ESA will proceed with revisions and prepare the final ROD. An electronic version of the final ROD will be provided.

ATTACHMENT B.

Vista Grande Drainage Basin Improvement Project EIR/EIS MOU Schedule

January 2014

VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT EIR/EIS

MOU Schedule

Task Number	Provided to NPS by Daly City/Consultant	NPS Review Period
1.5 Prepare CEQA/NEPA Project Description	4/5/13	3 weeks
1.6 Draft EIR/EIS Outline and NPS Purpose and Need Statement	8/5/13	2 weeks
1.7 Draft Project Alternatives	Winter/Spring 2014	2 weeks
1.8 Impact Analysis Methodology	Winter/Spring 2014	2 weeks
1.9 Administrative Draft EIR/EIS	Spring 2014	4 weeks
1.11 Screencheck Draft EIR/EIS	Late Spring/Summer 2014	2 weeks
1.12 Print Check Draft EIR/EIS	Summer 2014	1 week
1.13 Public Draft EIR/EIS	Summer 2014	n/a
1.17 Administrative Final EIR/EIS & RTC	Fall 2014	3 weeks
1.18 Screencheck Final EIR/EIS & RTC	Winter 2014	2 weeks
1.19 Final EIR/EIS & RTC	Winter 2015	n/a
1.22 Prep Record of Decision (ROD)	Winter/Spring 2015	2 weeks