

**Memorandum of Understanding (MOU)  
Among**

California Coastal Commission  
Midcoast Community Council  
Montara Water and Sanitary District  
Monterey Bay National Marine Sanctuary  
Moss Beach Ranch  
San Francisco Bay Regional Water Quality Control Board  
County of San Mateo  
San Mateo County Resource Conservation District

**Regarding**

The Establishment of the Steering Committee for the James Fitzgerald Marine Reserve Critical Coastal Area Pilot Project

**I. Recitals**

- A. The Critical Coastal Areas Program (Program) is a statewide program that fosters collaboration among local stakeholders and government agencies to better coordinate resources and focus efforts on coastal watersheds in critical need of protection from polluted runoff. The goals of the Program are to: (1) improve degraded coastal water quality, and (2) provide extra protection to marine and estuarine areas of high resource value along California's coast.
- B. The Program is intended to build upon local efforts and add value to the work already underway in the watershed by focusing on application of management measures to address existing or potential nonpoint source pollution impacts
- C. The CCA Program is part of the Statewide Nonpoint Source Program, jointly administered by the State Water Resources Control Board and the California Coastal Commission.
- D. The James Fitzgerald Marine Reserve CCA pilot project ("Project") is one of five pilot projects in the state. The goals of the Project are to:
  - 1. Improve water quality by minimizing or eliminating adverse water quality impacts to the Reserve from the contributing watersheds.
  - 2. Foster a watershed ethic in the Midcoast communities that protects and improves coastal water quality.
  - 3. Apply appropriate management measures to all land uses in the watersheds that flow into the Reserve to prevent non-point source pollution from getting to the Reserve
- E. The groups listed above have decided to formally convene as the Steering Committee of the Project.

**II. Purpose of this MOU**

The purpose of this MOU is to describe how the Steering Committee operates as a collaborative forum to achieve the common goal of preventing or reducing nonpoint source pollution in the James Fitzgerald Marine Reserve and contributing watersheds.

**III. Definitions** The abbreviations and capitalized words and phrases used in this MOU have the following meanings:

- A. “CCA” refers to Critical Coastal Areas.
- B. “CCC” refers to California Coastal Commission.
- C. “Project” refers to the James Fitzgerald Marine Reserve CCA pilot project
- D. “MWSD” refers to Montara Water and Sanitary District.
- E. “RWQCB” refers to San Francisco Bay Regional Water Quality Control Board.
- F. “RCD” refers to San Mateo County Resource Conservation District.
- G. “Party” or “Parties” refers to the organization(s) signing this MOU.
- H. “Signatory” or “Signatories” refers to the person or group of people signing this MOU on behalf of their organization(s). The Signatories are the General Managers, Directors, Executive Officers, etc. from each organization, or their designees.

#### **IV. Participant Roles**

**Convener of Steering Committee Meetings:** CCC staff will serve as the convener of Steering Committee meetings, and in this role will initiate and circulate draft meeting agendas and provide meeting summaries to Steering Committee members.

**Local Host:** RCD will serve as the local host for the project, and in this role will provide outreach about the project to stakeholder groups, establish and maintain a web portal, and provide opportunities for comment at publicly noticed meetings of its Board of Directors.

**Voluntary Participation; Designation of Party Representatives; Ability to Set Meetings; Formation of Subcommittees:** As a consequence of this MOU, each Signatory shall designate a representative as the primary contact for that Party on all Steering Committee activities. Signatories may designate an alternate representative. The designated representatives will constitute the Steering Committee Members. Steering Committee Members agree to keep the Steering Committee informed of activities they are carrying out related to reduction of nonpoint source pollution in the Project area except as pertains to enforcement actions. Participation in the Steering Committee by the Members is voluntary. As necessary, the Steering Committee Members or Signatories can establish ad hoc subcommittees to conduct work on behalf of the Steering Committee. These ad hoc subcommittees would report back to the Steering Committee.

**V. Meeting Schedules:** The Steering Committee convenes approximately once every two months. Draft agendas and meeting minutes will be circulated in advance to Steering Committee Members for comment. Each agency will keep the Coastal Commission staff informed of its members and their contact information. Meeting minutes will be posted by the RCD on their website, making them available to the public. If for whatever reason the RCD is unable or unwilling to provide this service, new arrangements will be made to make these minutes available to the public.

**VI. Decision-making:** In general, decision making for the Project will be by consensus of the Steering Committee. If consensus cannot be reached, then a simple voting majority process will be used. Dissenting opinions will be noted in decision records. Ultimately each Party retains authority to make decisions regarding its own actions.

**VII. Dispute Resolution:** The intent of the Parties is that any dispute over issues within the purview of the Steering Committee should be resolved at the Steering Committee Member level, if possible. However, nothing contained herein shall be deemed to preclude any Party from seeking to resolve a dispute between Parties by any other lawful means or from proceeding, in advance of the resolution of the dispute, with any actions that the Party is required to take by a date certain. If agreement on an issue cannot be reached among the Steering Committee Members, then any Party may seek a more formal level of dispute resolution as described below.

If any Party chooses to pursue formal dispute resolution, they may do so by notifying the other Parties at the Signatory level in writing. This written notification shall also include a statement of the issue and any pertinent background material. The Parties will then convene a meeting of the Signatories within 45 calendar days of this notification to review the issue. If the Signatories cannot reach agreement, then the issue will remain unresolved, and each Party will retain the right to resolve the dispute by any lawful means.

### **VIII. Guiding Principles of the Steering Committee**

The project is a collaborative, non-regulatory, watershed-based planning approach to address nonpoint source pollution. Its success depends heavily on voluntary participation of diverse stakeholders in the watershed, including private landowners and private businesses as well as regulatory and non-regulatory public agencies.

### **IX. General Provisions of this MOU**

**A. Term:** This MOU will expire in five years from the date of execution by all the Parties unless extended by mutual consent of the Parties.

**B. Amendments and Additional Signatories:** This MOU may be amended at any time with the unanimous approval of the Parties. Additional Parties may be added at any time with the unanimous approval of the Parties.

**C. Withdrawal:** Any Party may withdraw from this MOU at any time by giving 30 days written notice to the other Parties. A Party that is dissatisfied with the outcome of the dispute resolution process provided for in Section IVD may withdraw. The MOU remains in effect for the remaining Parties.

**D. Financial Responsibility:** Nothing herein shall be considered as obligating any Party in the expenditure of funds or the future payment of money or provision of services.

**E. Construction of Terms:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than another Party.

**F. Good Faith:** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.

**G. Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

EXHIBIT A

**Agreement to Join the Memorandum of Understanding  
Formally Establishing the Steering Committee for the  
Fitzgerald Marine Reserve Critical Coastal Area Pilot Project**

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

County of San Mateo (name of party) hereby agrees to be part of the James Fitzgerald Marine Reserve Critical Coastal Area Pilot Project Steering Committee and agrees to comply with the terms of the Memorandum of Understanding attached hereto and incorporated herein by reference.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Adrienne J. Tissier

Title: President, Board of Supervisors

Organization: County of San Mateo

Name/ Address of Party to Receive Notices:

Peggy Jensen, Deputy County Manager, Community Services

Office of the County Manager

County of San Mateo

400 County Center

Redwood City, CA 94063