

MEMORANDUM OF AGREEMENT
Between the San Francisco Bay Restoration Authority
and the Santa Clara Valley Water District
Regarding Restoration of the South Bay Salt Ponds

The San Francisco Bay Restoration Authority (“Authority”) and the Santa Clara Valley Water District (“SCVWD”) enter into this Memorandum of Agreement (“Agreement”), effective as of _____, 2015 (“Effective Date”), regarding the South Bay Salt Pond Restoration Project.

Pertinent Facts

- A. The San Francisco Bay Restoration Authority Act (“Act”), Government Code § 66700 *et seq.* established the Authority as a regional entity to generate and allocate resources for the protection and enhancement of tidal wetlands and other wildlife habitat in and surrounding San Francisco Bay.
- B. SCVWD is a special district established by the Santa Clara Valley Water District Act (Chapter 1405 of the Statutes of 1951, as amended). The mission of SCVWD is to achieve a healthy, safe, and enhanced quality of living in Santa Clara County through watershed stewardship and comprehensive management of water resources in a practical, cost-effective and environmentally sensitive manner for current and future generations.
- C. The South Bay Salt Pond Restoration Project (“Project”) is the largest tidal wetland restoration project on the West Coast. When complete, the Project will restore 15,100 acres of industrial salt ponds to a rich mosaic of tidal wetlands and other habitats. The goals of the Project are to restore and enhance a mix of wetland habitats, provide wildlife oriented public access and recreation, and provide flood management in the South Bay. A part of the Project, the South San Francisco Bay Shoreline Study, is currently focused on wetland restoration and flood protection along portions of the shoreline of Santa Clara County.
- D. The Project will help fulfill state and federal restoration plans, including the *USFWS Recovery Plan for Tidal Marsh Ecosystems of Northern and Central California (2013)* and the *San Francisco Baylands Ecosystem Habitat Goals Report (1999)*.
- E. SCVWD has a lead role in planning and implementation of the Project. SCVWD has spent approximately \$XX million over the past 15 years towards the goal of wetland restoration and flood protection along the Santa Clara County shoreline.
- F. The Authority is preparing to consider adoption of a resolution to place a revenue generating measure (“Revenue Measure”) on the ballot in each of the nine Bay Area counties in 2016. The Authority believes that the costs charged by the nine counties to place a Revenue Measure on the ballot will total \$2 million. The exact amount will not be known until all 9 County Registrars submit bills to the Authority after the election.

G. The SCVWD supports the placement of a Revenue Measure on the ballot because such a measure would generate funds that the Authority could grant for San Francisco Bay wetland restoration projects, including the Project.

Agreement

The parties agree as follows:

1. **Significance of the South Bay Salt Pond Restoration Project and the Shoreline Study.**

1.1 The Authority recognizes the critical importance of the Project and the close linkage between the Project and the Study to the health of San Francisco Bay and to flood protection and acknowledges that the Project is eligible for grants from the Authority pursuant to Government Code section 66704.5(b).

1.2 The Authority shall consider the importance of the Project to the health of San Francisco Bay when determining which projects to fund pursuant to its grant making authority.

1.3 Staff of the Authority shall expedite review and consideration of grant applications for planning and implementation of the Project.

2. **SCVWD Contribution to Ballot Costs**

2.1 If the Authority decides to place a Revenue Measure on a 2016 ballot, SCVWD shall contribute \$1,500,000 towards the total election cost imposed by the nine County Registrars on the Authority for placing such measure on the ballot in 2016 (“SCVWD Contribution”).

2.2 Once the nine County Registrars have notified the Authority of its election costs, the Authority may invoice the SCVWD for its \$1.5 million share of this amount and the SCVWD shall pay the invoice amount to the Authority.

2.3 If the Authority’s Revenue Measure is successful, the Authority shall repay the SCVWD \$1.5 million according to a mutually agreed upon schedule of repayments. These repayments shall be separate from and in addition to any grants for which the SCVWD or any other entity involved in the Project or the Study may be eligible.

3. **General Provisions**

3.1 Amendment. Any amendment to this Agreement is void unless made in writing and signed by all parties.

3.2 Timeliness. The parties acknowledge and agree that time is of the essence in the performance of this Agreement.

3.3 Effective Date. The Authority shall insert the date of signing by the last party to sign into the introductory paragraph of this Agreement, which date shall be the Effective Date.

This Memorandum of Agreement is executed as follows:

San Francisco Bay Restoration Authority, a regional entity of the State of California

By: _____
Ted Lempert, Chair

Date: _____

Santa Clara Valley Water District, a district of the State of California

By: _____
Beau Goldie, Chief Executive Officer

Date: _____