

Modification Number 01 to
Memorandum of Agreement Number MYOESS001
Between
City and County of San Francisco
San Francisco Public Utilities Commission
and
National Park Service
Yosemite National Park
for
Comprehensive Management of Watersheds Supplying the San Francisco Regional
Water System within Yosemite National Park

GENERAL

This Memorandum of Agreement (MOA) is modified to extend the end date of the agreement from July 1, 2018 to July 1, 2020. The end date extension modifies the term of the agreement from 2 years to 4 years. Appendix D is replaced to reflect the funding request submitted to the San Francisco Public Utilities Commission (SFPUC) for fiscal year (FY) 2018-19 through FY 2019-2020.

MODIFICATIONS:

1. **ARTICLE IV - E. - CALENDAR**, paragraph 3 on pages 20-21 of 37 currently reads:

Quarterly reports for each program are due to the SFPUC January 15, April 15, July 15, and October 15 of each year. The NPS Program Managers and HHWP Division Manager (or designee) meet in Yosemite National Park in March and November, and in Moccasin in May and August for program coordination.

Paragraph 3 is modified to:

Quarterly reports for each program are due to the SFPUC on January 31, April 30, July 31, and October 31 of each year. The Annual Report shall be due on February 28 of each year. The NPS Program Managers and HHWP Division Manager (or designee) shall meet in Yosemite National Park in March and November, and in Moccasin in May and August for program coordination.

The table on page 20 – 21 is redacted, and replaced with the following table:

Date	Task
January 31	HHPM and SPM provide quarterly program reports to the SFPUC.
February 28	HHPM provides annual reports for the SWP and ES programs to the SFPUC. The reports cover the work performed during the prior calendar year.
March	Quarterly coordination meeting in YNP to discuss the Source Water

	Protection program, Environmental Stewardship program, and the sanitary surveys occurs in Yosemite. HHPM coordinates the program reviews; SFPUC coordinates the Sanitary Survey Review.
April 30	HHPM and SPM provide quarterly program reports to the SFPUC.
May	Quarterly coordination meeting and the annual SFPUC-NPS communication meeting in Moccasin.
July 1	NPS invoices the SFPUC for the current (<i>i.e.</i> , new) fiscal year for each of the three programs plus the program management element outlined in this Agreement. This is for the final work plan funded by the SFPUC. Each core task and special project will be invoiced annually, at the start of the SFPUC fiscal year, for the full year work plan as a lump sum. The only exception will be funds for Direct Services to address unforeseen or extraordinary events, which will be invoiced as needed and after written concurrence from the HHWP Division Manager. SFPUC payment is due to the NPS for the current fiscal year by August 1.
July 31	HHPM and SPM provide quarterly program reports to the SFPUC.
August	Quarterly coordination meeting and, on odd-numbered years, budget review meeting in Moccasin.
September 1	On odd-numbered years, the HHPM and SPM provide the preliminary budget proposal for each program for the following two SFPUC fiscal years by September 1.
September 30	NPS and SFPUC meet as required in September to review proposed new core tasks or special projects, review changes to existing core tasks or special projects, and agree on the final NPS budget proposals to SFPUC. SFPUC provides final comments on preliminary budget proposals for each program to NPS by September 30.
October 31	In odd-numbered years, the NPS provides the final budget for the following two fiscal years for each program to the SFPUC by October 15. HHPM and SPM provide quarterly program reports to the SFPUC.
November	Quarterly coordination meeting and Security meeting in Yosemite

2. ARTICLE V – NPS BUDGET REQUEST, paragraph 4 on page 22 of 37 currently reads:

The total agreement cost shall not exceed \$12,326,507 (twelve million three hundred twenty six thousand five hundred seven) for the two-year term. Significant capital improvement projects, unanticipated projects, or other incurred costs may also be developed and entered into during this time period under separate written agreements.

Paragraph 4 is modified to read:

The total agreement cost shall not exceed \$27,004,364 (twenty seven million, four thousand, three hundred sixty four) for the four-year term. Significant capital improvement projects, unanticipated projects, or other incurred costs may also be developed and entered into during this time period under separate written agreements.

3. ARTICLE VII – TERM OF AGREEMENT, paragraphs 3 and 4 on page 23 of 37 currently reads:

This MOA shall become effective on the date of the last signature and extend through July 1, 2018. If signed after July 1, 2016, the agreement will be retroactive to July 1, 2016.

The NPS shall have three months beyond the end date of July 1, 2018 of the MOA to reconcile all expenditures incurred on or before June 30, 2018. No additional funds are authorized to be spent or received, nor expenses incurred, after June 30, 2018. The three month reconciliation grace period, with an end date of October 1, 2018, allows for full reconciliation of expenditures incurred before July 1, 2018.

Paragraphs 3 and 4 are modified to read:

This MOA shall become effective on the date of the last signature and extend through July 1, 2020.

The NPS shall have six months beyond the end date of July 1, 2020 of the MOA to reconcile all expenditures incurred on or before June 30, 2020. No additional funds are authorized to be spent or received, nor expenses incurred, after June 30, 2020. The six month reconciliation grace period, with an end date of December 31, 2020, allows for full reconciliation of funds and all expenditures incurred before July 1, 2020.

4. APPENDIX D – is fully redacted and replaced by the attached APPENDIX D.

5. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this modification on the date(s) set forth below.

FOR THE CITY AND COUNTY
OF SAN FRANCISCO

FOR THE NATIONAL PARK SERVICE

Harlan L. Kelly, Jr., General Manager,
San Francisco Public Utilities Commission

Michael T. Reynolds, Superintendent
Yosemite National Park

Authorized by SFPUC Resolution No. _____

Date

Approved as to form:

Deputy City Attorney

Date

APPENDIX D

Hetch Hetchy Memorandum of Agreement Four-Year Task Funding

Year 1 through Year 2 (FY 2016-17 to FY 2017-18) are included in the current MOU Agreement. Years 3 and 4 are included in Modification 1 to the Agreement. The FY 2018-20 amounts match the funding request submitted to the SFPUC as part of the FY 2018-19 and FY 2019-20 two-year budget request. Administrative costs are rolled into budgets at 5% and are not a line-item.

Program	YNP	MOA Section	Task	2016-17 (Year 1)	2017-18 (Year 2)	2018-19 (Year 3)	2019-20 (Year 4)
Source Water Protection	BRM	IV.B.2.a.i	HH Entrance Station	\$166,021	\$166,021	\$188,814	\$196,367
Source Water Protection	FM	IV.B.2.b.iii	Trails	\$747,611	\$747,611	\$874,077	\$909,040
Source Water Protection	FM	IV.B.2.b.i	Seasonal B&G Maintenance	\$82,736	\$82,736	\$114,482	\$119,061
Source Water Protection	FM	IV.B.2.b.ii	Portable Toilets for Tioga Rd.	\$36,501	\$36,501	\$46,838	\$48,712
Source Water Protection	FM	IV.B.2.b.ii	Utilities	\$188,685	\$188,685	\$225,435	\$234,452
Source Water Protection	INTERP	IV.B.2.c.i	Interpretation	\$270,202	\$270,202	\$322,638	\$335,544
Source Water Protection	PROT	IV.B.2.e.ii	Fire Management	\$26,447	\$26,447	\$25,628	\$26,653
Source Water Protection	PROT	IV.B.2.e.ii	Fire Aviation	\$53,217	\$53,217	\$60,530	\$62,951
Source Water Protection	PROT	IV.B.2.e.i	Watershed Protection - Canyon Ranch	\$767,756	\$767,756	\$860,525	\$894,946
Source Water Protection	PROT	IV.B.2.e.i	Watershed Protection – Tuolumne District	\$1,011,670	\$1,011,670	\$1,075,084	\$1,118,087
Source Water Protection	PROT	IV.B.2.e.iv	Wilderness Education	\$197,759	\$197,759	\$208,947	\$217,305
Source Water Protection	PROT	IV.B.2.e.iv	Wilderness Operations	\$947,720	\$947,720	\$998,331	\$1,038,264
Source Water Protection	RMS	IV.B.2.d.i	Snow pillow Monitoring Station	\$56,454	\$51,912	\$59,160	\$61,526
Source Water Protection	RMS	IV.B.2.d.ii	Wilderness Restoration	\$116,148	\$116,148	\$127,467	\$132,566

Source Water Protection	RMS	IV.B.2.d.i	Stream Gaging Station	\$8,907	\$8,907	\$10,970	\$11,409
Source Water Protection	RMS	IV.B.2.d.i	Water Quality Monitoring	\$68,416	\$68,416	\$61,535	\$63,996
Source Water Protection	RMS	IV.B.2.d.ii	Visitor Impact Monitoring	\$98,445	\$98,445	\$103,365	\$107,500
Environmental Stewardship	RMS	IV.B.3.1.iii	Amphibian Survey	\$62,952	\$60,999	\$60,999	\$60,999
Environmental Stewardship	RMS	IV.B.3.1.ii	Invasive Plant Management	\$92,120	\$93,720	\$88,103	\$91,627
Environmental Stewardship	RMS	IV.B.3.1.i	Looking Downstream	\$167,974	\$167,974	\$167,974	\$167,974
Security	PROT	IV.B.4	Security	\$748,566	\$748,566	\$810,755	\$843,186
All	SUPT	IV.B.1.a.i	Program Manager	\$169,394	\$169,394	\$177,265	\$184,356
			Core Task Total	\$6,085,701	\$6,080,806	\$6,668,922	\$6,926,521
Special Projects	All	IV.C	Special Projects Total	\$36,501	\$36,501	\$584,325	\$438,089
			Core and Special Projects Total	\$6,122,202	\$6,117,307	\$7,253,247	\$7,364,610
Other	SUPT	IV.B.3	Raker Act	\$30,000	\$30,000	\$30,000	\$30,000
Direct Services (contingency for unforeseen events)				\$50,000	\$50,000		
			TOTAL	\$6,165,701	\$6,160,806	\$7,283,247	\$7,394,610
				2016-18 Agreement Total	\$12,326,507	2018-20 Agreement Modification #1 Total	\$14,677,857
				Agreement Not to Exceed Amount		\$27,004,364	