

**DRAFT-PRE-DECISIONAL**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The United States Department of the Interior**  
**National Park Service**  
**And the**  
**Muir Beach Community Services District**

This Memorandum of Understanding (“MOU”) is entered into by and between the United States Department of the Interior (“DOI”), National Park Service (“NPS”), acting through the Superintendent of the Golden Gate National Recreation Area (“GGNRA”) and the Muir Beach Community Services District (“MBCSD”) located in Muir Beach, California acting through its District Manager, collectively, the “Parties”.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

This MOU clarifies the roles and responsibilities between the Parties in support for providing a new potable water service to NPS Tract 03-104 also known as the former Banducci Flower Farm. NPS purchased the 170 acre farm from Amadeo and Dino Banducci in 1980 and have subsequently issued various occupancy agreements to Amadeo Banducci and his family. Mr. Banducci has a Special Use Permit with NPS for the occupancy of three residences and is limited to up to eight named family members within the permitted premises. Continued occupancy is dependent on installation of a safe potable water service.

Parties have diligently pursued developing a safe System to the premises. Design was reviewed and informally approved by the previous District Manager and Community Board. It is both Parties understanding that the design is acceptable and meets code requirements. Concerns center on who will bear the cost of the installation, future uses of the property, and continued use of the service when Mr. Banducci no longer occupies his home.

Pursuant to this MOU, NPS and MBCSD will each enter into support agreements with Mr. Banducci that will become exhibits to this MOU.

**ARTICLE II – AUTHORITY**

The authority for this MOU is 16 U.S.C. §§1-3.

**ARTICLE III – STATEMENT OF WORK**

A. NPS will:

1. Submit designs and specifications to MBCSD for review and concurrence prior to installation. Completed.

2. Install approved new potable water service from the new MBCSD meter at the point of connection to the outlet of the three water tanks (see Attachment 1, Site Map)
3. Install the potable water service except those amounts charged to Mr. Banducci through the MBCSD new services contract for meter installation estimated to be \$6,500. Infrastructure installation costs will not be transferred now or in the future to the current occupants.
4. During drought operations when water is not available from new service connection to MBCSD, the park will initially clean and fill storage tanks using the MBCSD water and maintain water quality from the new meter at the MBCSD point of connection to the outlet of the tanks. Mr. Banducci has agreed through the SUP to maintain the system from the tank outlet to the tap.
5. Reimburse Mr. Banducci for the actual costs incurred through the MBCSD new services contract for meter installation estimated to be \$6,500, (not to exceed \$7,000) through the terms stipulated in Modification 2 to the SUP and the Capital Improvements Rent Offset (CIRO) provision in the SUP.
6. Provide potable water to Mr. Banducci from its water line at Muir Woods during severe drought conditions that require MBCSD to reduce pumping of water from Redwood Creek watershed. Water will be charged to Mr. Banducci at the Park Partner rate. Mr. Banducci will be required to provision a certified potable water tanker truck to move the water to the three tanks above his premises at his expense.
7. Acknowledge that the water service is designed and intended for residential use only; more specifically, for three units totaling six bedrooms currently housing eight persons.
8. Seek MBCSD approval for any new water uses other than residential and park maintenance activities.
9. Attach a photocopy of the fully executed Modification 2 to SUP as Attachment 2 to this MOU.

B. MBCSD will:

1. Review and approve the water system designs and specifications. Completed.
2. Enter into a new water services agreement with Mr. Banducci that includes payment for the meter installation estimated at \$6,500, provisioning of water to the meter at the MBCSD's standard rates and conditions of service which may be updated from time to time.
3. Acknowledge that the meter is a permanent installation consistent with its practice of providing service to the properties it serves and NPS would be a successor to the service

after Mr. Banducci vacates the property consistent with the terms and conditions stated in A.7 and 8 above.

4. Install meter and provide water upon the request by NPS.
5. Attach an executed photocopy of the new water service agreement with Mr. Banducci as Attachment 3 to this MOU.

C. MBCSD and NPS will:

1. Continue to work cooperatively for the safe delivery of potable water to the property.
2. Meet and confer upon request by either Party.
3. Provide timely notifications of service changes or scheduled interruptions.
4. Agree that neither Party will modify the installation or delivery system unless such action is taken in direct cooperation between Parties.

#### **ARTICLE IV – TERM OF AGREEMENT**

This MOU will be effective from the date of execution by signature of an authorized representative of NPS, unless it is terminated earlier pursuant to Article VI of this MOU.

#### **ARTICLE V – KEY OFFICIALS AND NOTICES**

**Signatory Officials & Notices.** All notices, demand, consents or approvals which are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of MBCSD and NPS, as shall from time to time be designated by the parties for the receipt of notices, or when deposited in the United States mail, postage prepaid, and addressed.

If to Muir Beach Community Services District:

District Manager  
19 Seacape Drive,  
Muir Beach, CA 94965

And if to NPS/GGNRA to:

General Superintendent  
Golden Gate National Recreation Area

Fort Mason, Building 201  
San Francisco, CA 94123

or such other address with respect to either party as that party may from time to time designate by notice to the other given pursuant to this Article V of the MOU.

**ARTICLE VI – MODIFICATION**

A. This MOU may be modified only by a written instrument executed by the parties.

**ARTICLE VIII - GENERAL AND SPECIAL PROVISIONS**

**Non-Discrimination.** All activities pursuant to this MOU 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.

**ARTICLE IX – SIGNATURES**

**IN WITNESS WHEREOF**, the NPS and MBCSD execute this MOU to be effective on the day after the last party signs.

**FOR THE NATIONAL PARK SERVICE:**

Signature: \_\_\_\_\_  
Christine Lehnertz  
General Superintendent

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

**FOR THE MUIR BEACH COMMUNITY SERVICES DISTRICT:**

Signature: \_\_\_\_\_  
Bill Hansell  
District Manager

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

Attachment #1 Site Map

[insert image]

Attachment #2  
Mod 2 to SUP [attach]

Attachment #3  
MBCSD new water service agreement with Mr. Banducci [attach]

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