



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

Notice of Regular Meeting of the Board of Directors

Thursday, January 27, 2022

3:30 P.M.

Due to the risk of COVID-19 transmission, this meeting will be held remotely via video/teleconference pursuant to Government Code Section 54953(e) (Assembly Bill 361). Members of the public may observe or participate in this meeting by joining the meeting online through the Zoom link provided below or by joining the meeting with a telephone by dialing the Zoom teleconference number provided below.

You may provide public comment during the meeting: (1) by using the chat function and typing your question or comment, (2) if you are joining online, by selecting the raise your hand function and speaking when called upon, or (3) if you are joining by phone, by pressing*9 to raise your hand and *6 to mute/unmute yourself and to speak. If you experience technical problems with the Zoom meeting, please contact the Clerk of the Board at the phone number or email listed at the bottom of this Agenda.

If you require an accommodation pursuant to the Americans with Disability Act, please contact the Clerk of the Board at the phone number or email listed at the bottom of this Agenda by 10:00 am on the day of the meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/82597206065?pwd=ZEhIWmNmcVpHWUdGOFNVYlhaQ3pO>

QT09

Meeting ID: 825 9720 6065 Passcode: 448827

Dial In: (669) 900-6833,,82597206065#,,,,*448827#

Agenda

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF AGENDA: Changes or additions to the agenda.
3. APPROVAL OF MEETING MINUTES: December 16, 2021, Board Meeting Minutes, Regular Meeting
4. PUBLIC COMMENT: *Individuals may speak on a non-agendized topic for up to three minutes.*

REGULAR BUSINESS

Members of the Public may speak on any agenda item for up to three minutes

5. Guest Speaker - Kenneth Dueker, J.D., OES Chief, and Director, Emergency Services, City of Palo Alto

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SFCJPA.ORG



SAN FRANCISQUITO CREEK
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Chief Dueker will provide an update on winter emergency preparedness.

6. CONSENT AGENDA

- A. Consider adopting a resolution reconsidering the circumstances of the COVID-19 state of emergency and making findings to authorize public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e).
- B. Consider adopting a resolution approving the Memorandum of Understanding (MOU) between the SFCJPA, the City of Menlo Park, META Platforms Inc. (formerly Facebook) and PG&E for the implementation of the Menlo Park SAFER Bay BRIC grant.
- C. Consider accepting the recommendation of the Personnel Committee for the Board's Executive Director review process and questions.

7. INFORMATION ITEMS

- A. Executive Director's Report

8. ACTION ITEMS

- A. Board member roles and committee assignments

9. CLOSED SESSION

- A. Conference with Legal Counsel — Existing Litigation
Government Code Section 54956.9(d)(1)
Name of case: Peter Joshua v. San Francisquito Creek Joint Powers Authority,
et al. San Mateo County Court of Appeal Case No. A163294

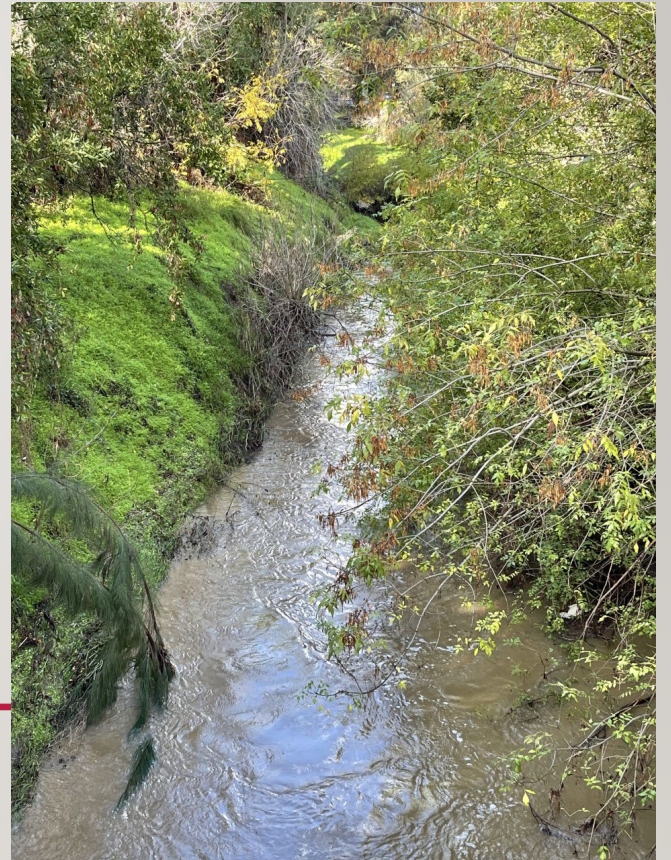
10. BOARD MEMBER COMMENTS, INFORMATION ITEMS, REQUESTS and
ANNOUNCEMENTS (Information only)

11. ADJOURNMENT

PLEASE NOTE: Board meeting Agenda and supporting documents related to items on the Agenda can be viewed online by 3:30 p.m. by Monday January 24, 2022 at sfcjpa.org -- click on the "Meetings" tab near the top.

SFCJPA REGULAR BOARD MEETING

JANUARY 27, 2022



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

AGENDA

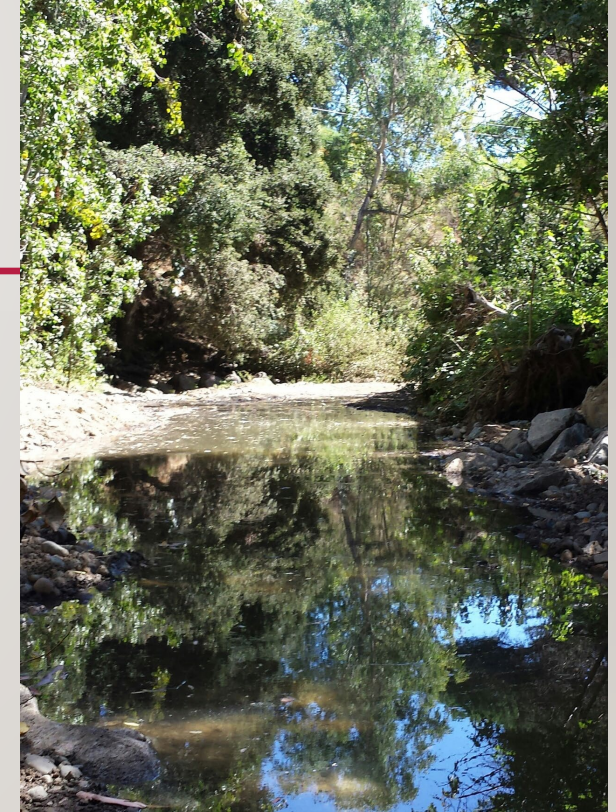
MEMBERS OF THE PUBLIC MAY SPEAK ON ANY AGENDA ITEM FOR UP TO THREE MINUTES

1. ROLL CALL

2. APPROVAL OF AGENDA: CHANGES OR ADDITIONS TO THE AGENDA.

3. APPROVAL OF MEETING MINUTES: DECEMBER 16, 2021, REGULAR BOARD MEETING.

4. PUBLIC COMMENT: INDIVIDUALS MAY SPEAK ON A NON-AGENDIZED TOPIC FOR UP TO THREE MINUTES ON A TOPIC WITHIN THE SFCJPA'S JURISDICTION.





AGENDA ITEM 5. GUEST SPEAKER

PALO ALTO OES CHIEF KENNETH DUEKER

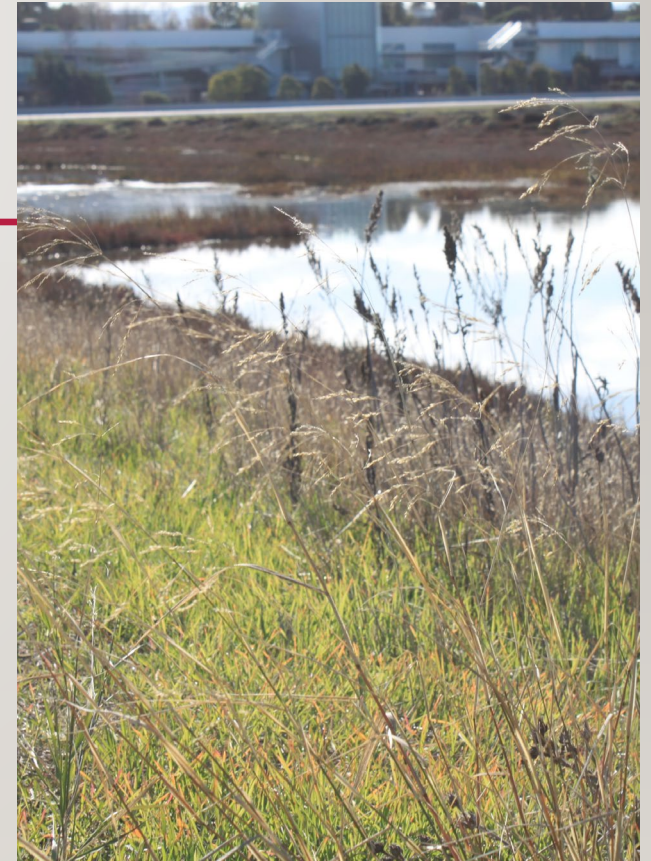
WINTER SAFETY AND PREPAREDNESS UPDATE

AGENDA ITEM 6 – CONSENT AGENDA

6.A. Consider a Resolution Authorizing public meetings to be held via teleconferencing pursuant to Gov't Code Section 54953(e).

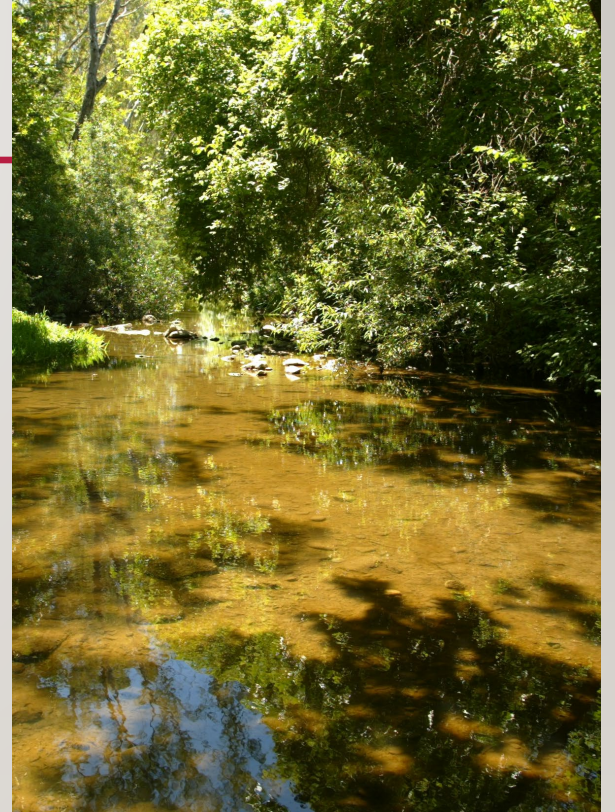
6.B. Consider a Resolution approving the final BRIC Grant MOU between Menlo Park, the JPA, and the project partners.

6.C. Consider accepting the recommendation of the Personnel Committee for the Board's Executive Director review process and questions.



AGENDA ITEM 7 – INFORMATION ITEMS

7.A. Executive Director's Report





REACH I – DOWNSTREAM PROJECT

**INSTALLING 420 GUMPLANT PLANTS TO
SUPPORT RESTORATION**

**OBTAINING THE PARK BENCH AND
MEMORIAL PLAQUE TO BE INSTALLED
ON THE NEW BOARDWALK**

**YEAR 4 REPORTING SUBMITTED
JANUARY 5, 2022**

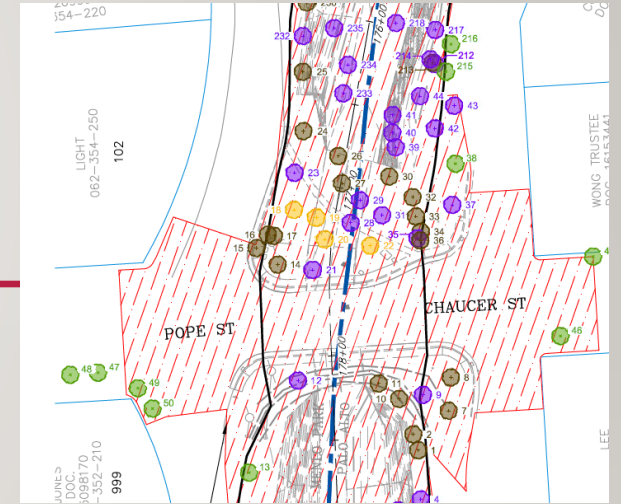
REACH 2 – UPSTREAM PROJECT

P/C BRIDGE HMGP GRANT – LOOKING GOOD!

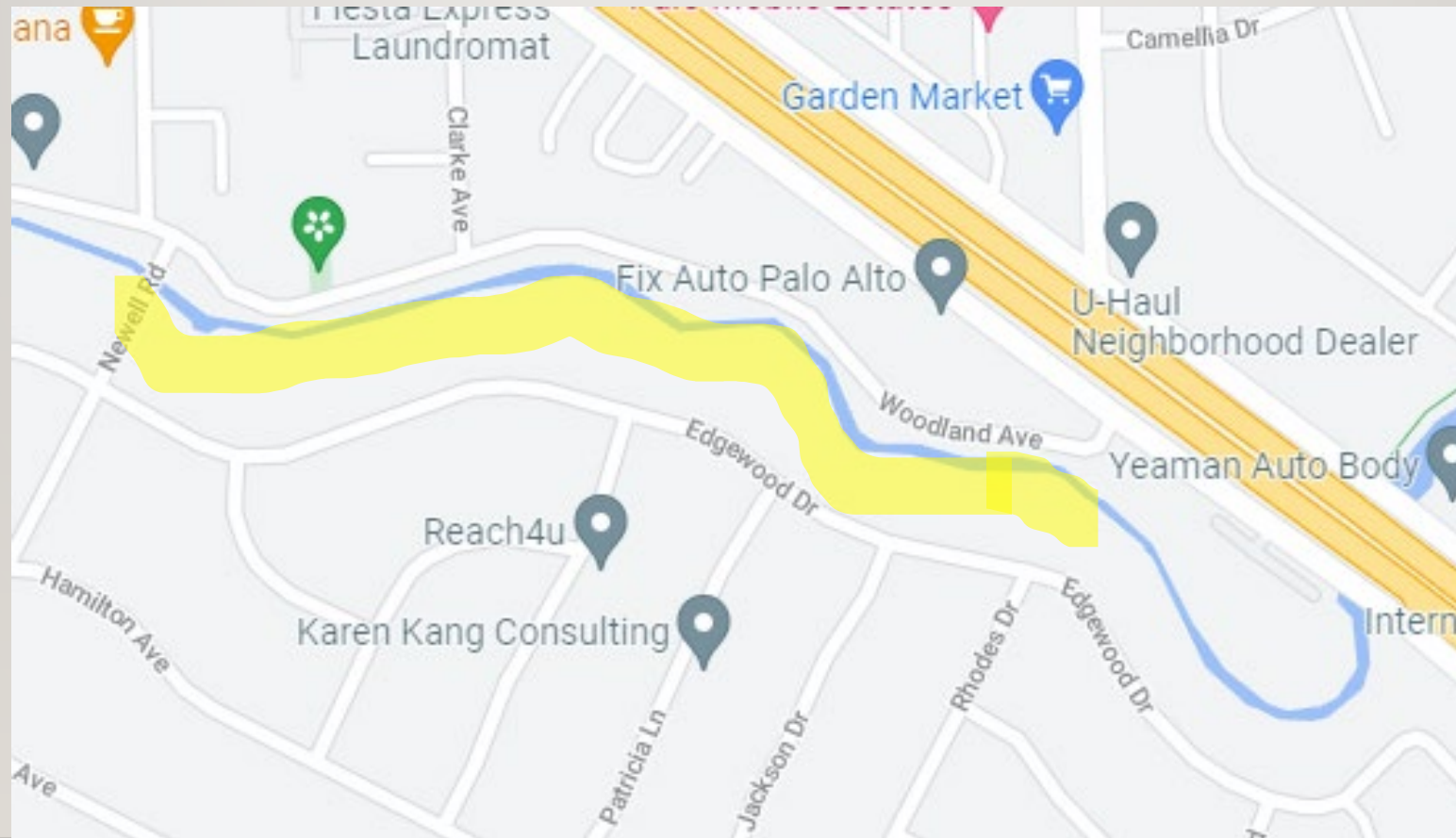
USACE CAP 205 - WE HAVE PROVIDED THE CORPS WITH THE FULL NON-FEDERAL SHARE COMMITTED IN OUR FY21/22 OPERATIONAL BUDGET.

LEDPA IN PROGRESS. CONSIDERATION OF REPAIR OR REPLACEMENT EXISTING TOP-OF-BANK STRUCTURES WILL PUSH FULL LEDPA SUBMITTAL DATE BACK.

ALL-AGENCIES MEETING HELD ON DECEMBER 7. NEXT SCHEDULED FOR FEBRUARY 8.



REACH 2 – UPSTREAM PROJECT – TOP OF BANK FEATURES AREA

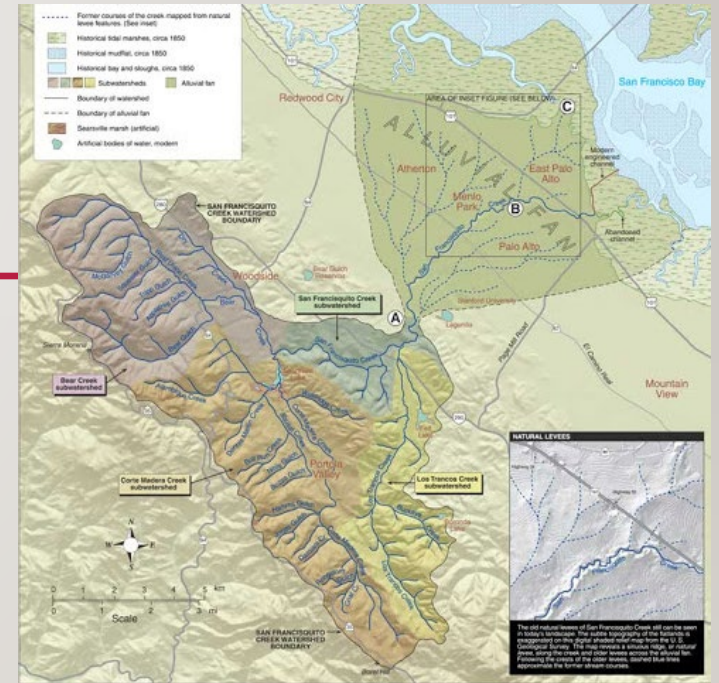


REACH 3 - EVALUATING DETENTION BASINS

CONSULTANT PREPARING CONCEPTUAL
DESIGN

REVIEW OF THE CONCEPTUAL DESIGN WITH
STANFORD SCHEDULED FOR FEBRUARY.

PER AGREEMENT WITH STANFORD, REVIEW WILL
THEN ENABLE THE JPA TO REVISIT THE SITE AND
COLLECT ADDITIONAL DATA.



SAFER Bay Project

NOP release 'soon'.

We are currently evaluating potential for a combined EIR/EIS.

Responding to requests for information from FEMA, USFW, BCDC and others related to Environmental and Historic Review (EHP) for the East Palo Alto HMGP Phase I funding.



AGENDA ITEM 8.

ACTION ITEMS

8.A Board member roles and committee assignments



AGENDA ITEM 9.

CLOSED SESSION

The Board will convene a closed session for the purposes of Conference with Legal Counsel — Existing Litigation Government Code Section 54956.9(d)(1)
Name of case: Peter Joshua v. San Francisquito Creek Joint Powers Authority, et al. San Mateo County Court of Appeal Case No. AI 63294

The Board will reconvene in open session to report any reportable actions taken.



AGENDA ITEM 10. BOARD MEMBER COMMENTS and ANNOUNCEMENTS

Board members may share news, updates, and announcements and may request items for future agendas.





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Agenda Item 11

Adjournment

Thank you, everyone.

San Francisquito Creek Joint Powers Authority
January 27, 2022, Regular Meeting of the Board
Agenda Item 3
December 16, 2021, Board Meeting Minutes
DRAFT

Director Abrica called the meeting to order at 3:35 p.m. via streaming video and teleconference call. Public input was solicited on each item and all public comments received are noted herein.

1) ROLL CALL

Members Present: Director Ruben Abrica, City of East Palo Alto
Director Drew Combs, City of Menlo Park
Director Pat Burt, City of Palo Alto
Director Gary Kremen, Santa Clara Valley Water District (Valley Water) (Not present at roll call)
Director Dave Pine, San Mateo County Flood and Seal Level Rise Resiliency District

JPA Staff Present: Margaret Bruce, Executive Director
Kevin Murray, Staff
Miyko Harris-Parker, Staff
Tess Byler, Staff

2) APPROVAL OF AGENDA

ACTION: Motion and second (Burt/Pine) to approve the agenda passed 4-0.

Roll call vote:
Director Abrica Aye
Director Combs Aye
Director Burt Aye
Director Kremen Not present
Director Pine Aye

3) APPROVAL OF THE November 17, 2021, REGULAR BOARD MEETING MINUTES

ACTION: Motion and second (Pine/Burt) to approve the November 17, 2021, Regular Board meeting minutes passed 4-0.

Roll call vote:
Director Abrica Aye
Director Combs Aye
Director Burt Aye
Director Kremen Not present
Director Pine Aye

4) PUBLIC COMMENT

None.

5) CONSENT AGENDA

Consider adopting a resolution reconsidering the circumstances of the COVID-19 state of emergency and making findings to authorize public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e).

San Francisquito Creek Joint Powers Authority
January 27, 2022, Regular Meeting of the Board
Agenda Item 3
December 16, 2021, Board Meeting Minutes
DRAFT

ACTION: Motion and second (Burt/Abrica) to approve the Consent Agenda passed 4-0.

Roll call vote:

Director Abrica Aye

Director Combs Aye

Director Burt Aye

Director Kremen Not present

Director Pine Aye

6) INFORMATION ITEMS

Executive Director's Report

Ms. Bruce provided project updates related to Reach 2 Project elements, funding scenarios, and permitting; SAFER Bay NOP schedule issuance and MOU adaption by the City of Menlo Park in January; Reach 1 plantings and O&M agreement completion; and Reach 3 project elements.

Jerry Hearn, Portola Valley resident, asked who gives the final approval for the LEDPA for the Reach 2 project. Ms. Bruce stated that the Regional Water Quality Control Board gives the final approval for the LEDPA. Mr. Hearn asked for an explanation of what the top of bank structures on the creek bank downstream of the University Bridge are. Ms. Bruce explained that the structures are sacked concrete that line the top of the bank.

Director Kremen arrived at 3:39 pm.

3-year rolling workplan-December update

Ms. Bruce presented the December 2021 3-year rolling plan update.

7) ACTION ITEMS

Bay Adapt Platform adoption

ACTION: Motion and second (Kremen/Burt) to approve adoption of the Bay Adapt Platform approved 5-0.

Roll call vote:

Director Abrica Aye

Director Combs Aye

Director Burt Aye

Director Kremen Aye

Director Pine Aye

8) BOARD MEMBER COMMENTS, INFORMATION ITEMS, REQUESTS and ANNOUNCEMENTS
(Information only)

None.

9) ADJOURNMENT

Adjourned at 4:02 pm in memory of Nariman S. Ali (wife of Kamal Fallaha, City of East Palo Alto Public Works Director) and James Joseph Mulvey (husband of Palo Alto resident Trish Mulvey).

Minutes drafted by Clerk of the Board: Miyko Harris-Parker.

Executive Director's Report, January 27, 2022

Project Updates

Reach 2 Project -

Potential Repair/Replacement of Existing Palo Alto Top-of-Bank Features - There are existing, aging structures along a section of the creek bank downstream of the University Bridge that protrude above the top of the natural bank. Valley Water (VW) has suggested and SFCJPA staff agree that the structural integrity of those aging features *may* not be reliable enough to withstand additional flows resultant from replacement of the Pope-Chaucer Bridge and they should be evaluated. We want to be very sure we are not transferring risk to these areas.

The exact necessity, scope, cost, timing, construction design details, logistics, FEMA, CEQA and regulatory permitting implications for this work are still being evaluated. No final determinations of any kind have been made so far. However, we will need to produce a supplementary CEQA document if those structures are to be repaired or replaced. The supplementary CEQA process will require about a year. SFCJPA and VW legal teams and staff are conferring and if it will be needed, intend to begin this process promptly.

Reach 2 Funding Update - Two pieces of good news this month

- We believe we will be awarded an additional \$8.5M for the Pope/Chaucer bridge.
- We are no longer 'wait listed' on the \$5M HMGP grant for channel widening and are hopeful we will be awarded this funding.

This is helping to narrow the funding uncertainty. Valley Water will be updating engineering estimates. Updated project costs will be shared in future updates. Final costs will be determined after bids are received.

Staff from the Governor's Office of Emergency Services (CalOES) have verbally indicated the JPA will be awarded the original \$3M grant Hazard Mitigation Grant Program (HMGP) application for the Pope-Chaucer Bridge and provided positive feedback that if the cost share and cost benefit evaluation warrants it, additional funding request can be considered. We applied in January for an additional \$8.5M for construction under the existing HMGP. This included updated cost estimates, cost justification and a new Benefit/Cost Assessment (BCA) using their updated methodology. We have recently spoken with a CalOES representative and based on that conversation, it appears favorable that the request for increased funding, totaling \$11.5M will be successful.

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The HMGP grant application for the channel widening portion of the Reach 2 project has been moved from 'wait listed' to 'active'. This \$5M grant request is now far more likely to be awarded. However, based on conversations with CalOES, this HMGP grant 'bucket' is not likely to result in any additional funding, even if justified by an updated BCA.

We are still waiting on official confirmation of both HMGP grants.

USACE CAP 205 Project/Coordination

As discussed above, it is not likely that any increase to the previously waitlisted but now active \$5M HMGP grant application for channel widening is available; therefore, we intend to complete the channel widening work through the USACE CAP 205 process. We have provided the Corps with the full non-federal share committed in our FY21/22 operational budget and may discuss accelerating funding to complete the study ahead of schedule, if possible, at a future board meeting.

Reach 2 Project Permitting

Staff received comments and preliminary concurrence from the Regional Board on the annotated outline for our LEDPA submittal and are currently working on updating the evaluation using Water Board guidance.

We are putting the final touches on a Basis of Design for the habitat features requested by the regulatory agencies, which will be an appendix to the VW Basis of Design for the flood protection features. Agency review and concurrence on the habitat basis of design would represent significant progress towards future permit approval.

The SFCJPA and Stanford have committed to regular meetings with the Resource Agencies in 2022. We hosted a productive and informative multi-agency meeting on December 7, and are planning for our second meeting on February 8, which we envision will focus on remaining questions the agencies may have around hydraulic and sediment modeling.

Summary of Reach 2 Project Elements and Status (new details in red)

Reach 2 Elements	Design	Permitting	Rights of Way	Utility Relocations	Construction Funding
Status	50% - 90%	Work on potential optimization of widening sites to minimize impacts to trees, creek channel and property owners	Coordination ongoing between SFCJPA and Valley Water re. rights of way process.	Utility mapping underway. PG&E assigning a PM for coordination	The engineering cost estimates for the funding gap table are

San Francisquito Creek Joint Powers Authority
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Reach 2 Elements	Design	Permitting	Rights of Way	Utility Relocations	Construction Funding
		has been completed and recommendations have been reviewed and accepted by Valley Water.	Additional right-of-way work will be necessary for future repair/replacement of existing top-of-bank features in Palo Alto. Letters to property owners have been mailed, and initial conversations with residents have begun.		being updated by Valley Water. A preliminary update is included above.
This Month's Update	V.W will lead any necessary design for repair /replacement of existing top of bank features.	Supplemental CEQA documentation will be needed for repair or replacement of existing top of bank features in Palo Alto. JPA and VW staff are meeting with RWQCB staff regarding modeling data, which will help inform the LEDPA and other permit details.	Valley Water is leading on easements for channel widening in Santa Clara County. Notice of Determination to appraise property owned by San Mateo County for Reach 2 easement will need to be brought to Board in Q1 '22.	Additional funding (a project budget increase) from FEMA is being sought. VW and JPA have been coordinating on this request, which was submitted last week.	
For Next Month (Feb. '22)	CAP 205 hydraulic modeling to support design development to be completed. Corps to test performance of JPA alternative	Draft 401 and 404 packages to be completed and ready for submission. Informal consultation with USFWS and NMFS is underway. Formal consultation will begin when final permit packages	Steps to begin process of preparing plats and legal description for easements from San Mateo County. VW will continue easement acquisition legal process for Santa	Initiate coordination of utility relocation for overall project with PGE, not just Pope Chaucer Bridge. Develop cost estimates with utility companies.	Previously 'wait listed' HMGP channel work funding application is now 'active' and seems likely to be funded for the

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Reach 2 Elements	Design	Permitting	Rights of Way	Utility Relocations	Construction Funding
	against other alternatives.	are submitted (likely January).	Clara County parcels. JPA will continue outreach to creek-side neighbors downstream of Newell bridge.	(Pending identification of PG&E PM)	requested \$5M in construction funding.
Potential Issues	VW and JPA are evaluating top of bank structures downstream of Newell Road.	Addition of fish migration elements could increase project footprint and costs	Negotiating with private property owners. Potential repair/replacement of existing top-of-bank features in Palo Alto will increase the scope of necessary easement access needs.	Overhead power lines – or other utilities - could impact construction methods and costs. Underground utilities may limit design options.	Not all funding sources have been secured through agreements and others have timelines that must be met

Reach 2 Milestones

Milestone	By Jan '22	By July '22	By Jan '23	2023/2024 Construction/ Completion
Determination of Site 5 action (in progress)				
USACE FSCA and Feasibility Study				
Acquire land easements				
Utility relocation				
Permits acquired				
Funding agreement				
O&M agreement				
Final Design				
Bid and Award				
Construction of Newell Bridge				2023
Construction of Widening Sites				2023(?)
Construction of Pope Chaucer Bridge				2024

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Upstream Detention Evaluation

Our consultants have prepared a draft concept design based on an initial engineering feasibility assessment to share with Stanford, as stipulated in our site access agreement. This review will take place in February and will enable us to revisit the site to collect data to determine potential environmental impacts of construction.

SAFER Bay

Notice of Preparation (NOP) Issuance - We plan to release the NOP for a Programmatic EIR in early 2022, with public meetings beginning shortly thereafter. We are currently evaluating potential for a combined EIR/EIS and seeking a NEPA lead agency.

We have fielded several requests for information from FEMA, USFW, BCDC and others related to Environmental and Historic Review (EHP) for the East Palo Alto HMGP Phase 1 funding. These are primarily related to details for our planned geotechnical investigation to support engineering design. We understand the EHP review is nearing completion and that a similar process will be started for Menlo Park's FEMA BRIC EHP review.

We are continuing outreach to project partners and stakeholders with meetings with Don Edwards National Wildlife Refuge December 20 and the USACE Santa Clara County Shoreline Project team on January 14.

We continue our participation in The Nature Conservancy's project to determine the economic value of restored marsh. We have also been invited to participate in a virtual tour of the Foster City flood wall shoreline protection project.

We also responded to requests for more information related to our Measure AA grant application on January 4.

Reach 1 Project

We will be installing 420 gumplant plants in the Reach 1 restoration area to supplement marsh restoration plants installed over the past several years to stay ahead of the success criteria of the mitigation sites to offset the impacts of project construction. The plant specimens for this year's work are being provided by our partners at Grassroots Ecology from their native plant nursery, and Grassroots Ecology staff will manage plant installation.

We are working with a park equipment distributor to obtain the park bench and memorial plaque to be installed on the new boardwalk, which will be installed at the same time as the interpretive panels – hopefully this Winter - in compliance with construction limitations associated with the Ridgway's Rail nesting season. There have been supply chain delay issues associated with these items.

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Forward View of Board Agendas

Please review and provide your input on items that you would like to see on future agendas. This forward view is updated for each Board Meeting.

Regular Board meeting	Envisioned Agenda Items
February	Begin E.D. Review and Budget process
March	Complete E.D. Review
April	Finalize Budget
May	
June	
July	
August	Board Recess – No regular board meeting

RESOLUTION NO. 22-01-27-A

**A RESOLUTION OF THE SAN FRANCISQUITO CREEK JOINT POWERS
AUTHORITY RECONSIDERING THE CIRCUMSTANCES OF THE COVID-19 STATE
OF EMERGENCY AND MAKING FINDINGS IN CONNECTION THEREWITH TO
AUTHORIZE MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO
GOVERNMENT CODE SECTION 54953(e)**

WHEREAS, the Board of Directors (the “Board”) of the San Francisquito Creek Joint Powers Authority (the “Authority”) is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19; and

WHEREAS, all meetings of the Authority are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Board conduct its business; and

WHEREAS, pursuant to Assembly Bill 361, signed by Governor Newsom and effective on September 16, 2021, legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, on March 4, 2020, Governor Newsom declared a [State of Emergency](#) in response to the COVID-19 pandemic.

WHEREAS, to continue meeting remotely pursuant to AB 361, not later than 30 days after teleconferencing for the first time pursuant to AB 361, and every 30 days thereafter, an agency must make findings that: (1) the body has reconsidered the circumstances of the declared emergency; and (2) the emergency impacts the ability of the body’s members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing.

WHEREAS, on December 16, 2021, the Board of Directors approved Resolution No. 21-12-16-A (the “December Periodic Findings Resolution”) to make the findings required by Government Code Section 54953(e)(3) to continue holding remote meetings under AB 361.

WHEREAS, the factual circumstances exist for the Authority to continue holding remote meetings under AB 361, including: (i) The proclaimed state of emergency in response to the COVID-19 pandemic, which Governor Newsom declared on March 4, 2020, continues to exist. (ii) The U.S. Centers for Disease Control and Prevention (“CDC”) continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart for longer periods of time. (iii) COVID-19 can cause severe illness and hundreds of thousands of people have died from COVID-19 in the United States. (iv) The CDC advise that even for persons who are fully vaccinated, breakthrough infections are likely to occur. (v) The CDC continue to advise people to avoid crowded indoor places, which put people at higher risk for COVID-19 infection. (vi) Holding meetings via teleconferencing pursuant to Government Code Section 54953(e) will reduce the likelihood of exposure to COVID-19.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY DOES RESOLVE AS FOLLOWS:

1. The Recitals provided above are true and correct and are hereby incorporated by reference.
2. The Board has reconsidered the circumstances of the COVID-19 state of emergency and hereby finds that the state of emergency continues to directly impact the ability of the members to meet safely in person. As required by Government Code Section 54953(e)(3), the findings made pursuant to this Section 2 shall apply as of January 15, 2022, which is the date that is 30 days following the adoption of the December Periodic Findings Resolution, and shall cover the period of time until the next regular meeting of the Board.
3. The legislative bodies of the Authority may conduct their meetings pursuant to Government Code section 54953(e).
4. Staff is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the San Francisquito Creek Joint Powers Authority this ___th day of _____, 2022, by the following vote:

Agenda Item 6.B. SAFER Bay BRIC DRAFT Memorandum of Understanding (MOU)

Background

A grant application to the FEMA “Building Resilient Infrastructure and Communities” (BRIC) was submitted by Menlo Park as the lead applicant, in partnership with the SFCJPA, Meta (formerly Facebook) and PG&E. The application requested the maximum amount (\$50M) and utilized matching fund commitments totaling \$17.8M from Meta and PG&E to design and construct a significant portion of the SAFER Bay Project in Menlo Park.

On July 2, 2021, the Menlo Park SAFER Bay Project application was accepted by FEMA for review and funding consideration. In preparation for accepting this grant, and for executing the myriad tasks associated with the project’s implementation, the project team collaboratively developed a Memorandum of Understanding (MOU).

The MOU has been reviewed by the SFCJPA’s legal counsel and all other parties’ legal counsels. The draft MOU was reviewed and discussed at our [November 2021 Board meeting](#), with positive comments.

Discussion

On Tuesday, [January 25, the Menlo Park City Council](#) is expected to adopt the MOU and their resolution to enable acceptance of the \$50M grant.

Adoption of the final MOU is on the Menlo Park Consent Calendar and is expected to be approved.

Recommendation

If the Menlo Park Council approves the MOU as expected, staff recommends the Board approve execution of the MOU via SFCJPA Resolution 22-1-27-B.



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RESOLUTION NUMBER 22-1-27-B

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
APPROVING A MEMORANDUM OF UNDERSTANDING IN
CONNECTION WITH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY'S GRANT FOR THE
MENLO PARK SAFER BAY PROJECT**

WHEREAS, the City of Menlo Park, the San Francisquito Creek Joint Powers Authority, Pacific Gas & Electric Company (PG&E), and Meta (formerly Facebook) (collectively, Parties) worked collaboratively, commencing in the Fall of 2020, to develop a grant application for the "Strategy to Advance Flood protection, Ecosystems and Recreation along San Francisco Bay," referred to as the SAFER Bay Project in Menlo Park (the "Project"), which was submitted to the Governor's Office of Emergency Response (CalOES) for initial review and sent to the Federal Emergency Management Agency (FEMA) as an eligible project under the Building Resilient Infrastructure and Communities Program (BRIC); and

WHEREAS, on July 2, 2021, the Parties received notification from FEMA that the Menlo Park SAFER Bay Project application was selected by FEMA for further review; and

WHEREAS, in anticipation of FEMA awarding Menlo Park \$50 Million in phased BRIC grant funding for the Menlo Park SAFER Bay Project, the Parties have negotiated a Memorandum of Understanding (MOU), attached hereto as Exhibit A, to establish a framework for funding, planning, permitting, designing, constructing, operating and maintaining the Project, including an agreement by PG&E and Meta to commit \$17.808 million to provide the local match funds required by FEMA to award the BRIC grant; and

WHEREAS, the local match funds from PG&E and Meta, plus the BRIC grant funds, will result in \$67.808 million for the Project, with this amount representing approximately 50 percent of the funds estimated as necessary for implementing the entire SAFER Bay project in Menlo Park and East Palo Alto (not including the Caltrans corridor), which is approximately \$130 million; and

WHEREAS, the parties desire to enter into the MOU.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

1. The Recitals provided above are true and correct and are hereby incorporated by reference.

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SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

2. The Board of Directors hereby approves the MOU and authorizes the Executive Director to take all actions necessary or convenient to carry out and implement this Resolution, including but not limited to, execution of the MOU in the form attached hereto as Exhibit A, with such minor changes as deemed necessary by the Executive Director.

Approved and adopted on January 27, 2022, the undersigned hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the San Francisquito Creek Joint Powers Authority.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Date: 1/27/2022

Vice Chairperson

Date: 1/27/2022

Chairperson

APPROVED AS TO FORM:

Date: 1/27/2022

Legal Counsel

Exhibit A: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

AMONG THE CITY OF MENLO PARK, SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY, PACIFIC GAS AND ELECTRIC COMPANY, AND META PLATFORMS, INC. IN CONNECTION WITH THE MENLO PARK PORTION OF THE SAFER BAY PROJECT

This MEMORANDUM OF UNDERSTANDING (this **MOU** or **Agreement**) is dated for convenience [REDACTED], 2022, to be effective as of the Effective Date (defined below), among the CITY OF MENLO PARK, a municipal corporation (**Menlo Park** or **City**), the SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY, an entity comprised of the cities of East Palo Alto, Palo Alto, and Menlo Park, the San Mateo County Flooding and Sea Level Resiliency District and the Santa Clara Valley Water District for the purpose of exercising special powers to lead projects that mitigate the risk of flooding along the San Francisquito Creek and the Bay (**SFCJPA** or **JPA**), PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (**PG&E**) and META PLATFORMS, INC., a Delaware corporation (**Meta**) formerly known as Facebook, Inc., individually referred to as a **Party** and collectively referred to as the **Parties** and is for the purpose of collaborating on the Menlo Park portion of the SAFER Bay Project.

RECITALS

WHEREAS: The SFCJPA has released two Public Draft Feasibility Reports (**Feasibility Studies**) for a Strategy to Advance Flood protection, Ecosystems and Recreation along San Francisco Bay, referred to as the **SAFER Bay Project**; an October 2016 Feasibility Study with respect to portions of the SAFER Bay Project in East Palo Alto and Menlo Park; and a June 2019 Feasibility Study with respect to portions of the SAFER Bay Project in Palo Alto; and

WHEREAS: The Menlo Park portion of the SAFER Bay Project is a portion of the overall SAFER Bay Project in Menlo Park comprised of 3.7 miles of engineered levees and floodwalls that would protect segments of California State Route 84 and PG&E's Ravenswood Substation, which are anchors for power service and transportation to the area, and would include construction of new levees surrounding the Meta classic campus (formerly referred to as the east campus) (**Classic Campus**), along an alignment known as SAFER Bay Reach 4 and along Bayfront Expressway (Reaches 2 and 3) as depicted in the Vicinity Map attached as part of Exhibit A. The Menlo Park portion of the SAFER Bay Project will also increase recreational access to the Bay shoreline; and, by leveraging nature-based design, enable habitat restoration work in sections of the Don Edward San Francisco Bay National Wildlife Refuge; and

WHEREAS: The Parties acknowledge and agree that an overall San Francisco Bay flood control and sea level rise resiliency project is critical to the long term viability of the Parties' and the region's operations and facilities. For example, the networked infrastructure located within and serving residents of the City, which contains roads and highways, electric substations, and wastewater treatment plants that are essential to day-to-day community and economic functions and a complex grid of

services means that sea level rise could adversely affect regional businesses and residents. Thus, a flooded highway, wastewater treatment plant or electrical substation could temporarily shut-down businesses, close roads and lead to many community wide disruptions; and

WHEREAS: The goals of the Menlo Park SAFER Bay Project include protection of the PG&E Ravenswood Substation, a critical power supply for over 300,000 people, as well as the construction of flood control elements designed to provide a 100-year level of coastal flood protection and 3.5 feet of sea level rise adaptation; and

WHEREAS: In planning the SAFER Bay Project, the Parties recognize the importance of both “mitigation” and “adaptation” as strategies to reduce overall vulnerability to the adverse effects of flooding and sea-level rise; and

WHEREAS: In September 2020, PG&E expressed a desire to plan, design, and construct a flood control and sea level rise resiliency project around PG&E’s Ravenswood electrical substation located adjacent to 2005 Willow Road in Menlo Park, corresponding to a portion of Reach 5 identified in the SFCJPA’s SAFER Bay Project Feasibility Studies; and

WHEREAS: Menlo Park agreed to assume the role of applicant for the purpose of submitting an application for the Federal Emergency Management Agency (**FEMA**) fiscal year 2020 Building Resilient Infrastructure and Communities (**BRIC**) grant opportunity on behalf of a project for a portion of the overall SAFER BAY Project within Menlo Park (**Menlo Park SAFER Bay Project** or **Project**); and

WHEREAS: PG&E offered to contribute \$10 million to meet the grant program’s 25% minimum local match funding requirement and for flood control and sea level rise resiliency facilities around its Ravenswood electrical substation; and

WHEREAS: The SFCJPA, being familiar with the proposed project scope of work due to developing the SAFER Bay Project Feasibility Study, agreed to become a project partner; and

WHEREAS: Meta offered to contribute an additional \$7.808 million of local match funding to expand the proposed Project scope of work to include measures regarding its approximately 56.9 acre “Classic Campus” (including Buildings 10-19) located at 1 Hacker Way in Menlo Park; and

WHEREAS: The proposed Project scope of work was expanded to include a portion of Reach 2, a portion of Reach 5 and all of Reaches 3 and 4, all as described in the Feasibility Studies; and

WHEREAS: The Parties worked collaboratively to develop a complete Project grant application for submittal to FEMA; and

WHEREAS: On the basis of PG&E and Meta’s assurances of their support for the Project, Menlo Park confirmed in the BRIC grant application that it has secured the grant program’s 25% minimum local match funding requirement; and

WHEREAS: On January 29, 2021, the Parties received notification that the Menlo Park SAFER Bay Project application was accepted by FEMA for review and funding consideration; and

WHEREAS: On July 2, 2021, the Parties received notification that the Menlo Park SAFER Bay Project application was selected by FEMA for further review; and

WHEREAS: In anticipation of FEMA awarding Menlo Park \$50 Million in BRIC grant funding for the Menlo Park SAFER Bay Project and subject to such award, the Parties wish to enter into this MOU to establish a framework for funding, planning, permitting, designing, constructing, and operating and maintaining the Project.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Definitions.**

Capitalized terms not defined elsewhere in this MOU shall have the following meanings:

AHJ's means all federal, state, regional and local authorities having jurisdiction.

Applicable Laws mean all applicable federal, state, regional and local statutes, ordinances, laws, rules, regulations, orders and other laws, including without limitation all BRIC grant and AHJ requirements.

City is defined in the Preamble.

Contractor means any contractor, designer, consultant, supplier, vendor, manufacturer, or other third party hired by any of the Parties to perform any of the services or work in connection with the Project which is paid for, in whole or in part, with any Project funds.

Council means the City's City Council.

Effective Date is defined in Section 3.

Meta is defined in the Preamble.

O&M means long-term operations and maintenance of the completed Project.

Phase is a Project phase more particularly described in Section 5.

PG&E is defined in the Preamble.

Project EIR is defined in Section 8.

Programmatic EIR is defined in Section 8.

2. **Purpose of MOU.** This MOU establishes a framework for funding, planning, permitting, designing, constructing, and operating and maintaining the Project, and establishes certain contractual obligations concerning, inter alia, commitment to pay promised local matching funds between and among the Parties in connection with the Project.

3. **Effectiveness.** This MOU is effective (**Effective Date**) immediately upon mutual execution by all Parties. The obligations of this MOU (with the exception of this Effectiveness provision) do not become legally enforceable until the date Menlo Park receives assurance adequate to the City Council or its designee and the Parties that an adequate level of FEMA grant funding, currently anticipated to be \$50 million, has been committed to this Project (“Assurance”). If by October 1, 2024, such Assurance has not been received, then at any time thereafter and prior to transmittal of such Assurance, any Party may terminate this Agreement by giving written notice to the other Parties.
4. **General Role of Each Party.** As more specifically described in this MOU, the general roles and responsibilities of each Party for the Project are as follows:
- (a) **Menlo Park.**
- (i) “Applicant” under the BRIC grant.
 - (ii) “Lead Agency” for the Project EIR.
 - (iii) “Lead” for certain property rights acquisition.
 - (iv) “Lead” for Project design and construction, including being the “Owner” (i.e., holder) of the Project consulting, design, and construction contracts.
 - (v) Subject to Section 12, responsibility for long-term Project O&M.
- (b) **SFCJPA.**
- (i) Provide technical support to Menlo Park under the BRIC application.
 - (ii) “Lead Agency” for the Programmatic EIR.
 - (iii) “Lead” for certain property rights acquisition.
- (c) **PG&E.**
- (i) Funding supporter of \$10,000,000 when, as, and subject to applicable conditions in this MOU.
 - (ii) Provider of review, comment, input and suggestions (as applicable) to whatever other aspects of the Project around the Ravenswood substation it chooses.
 - (iii) Contributor (without additional cost to the Project and subject to California Public Utilities Commission approval pursuant to a Public Utilities Code Section 851 process,) of all mutually agreed upon, reasonably required and operationally feasible rights to Ravenswood electrical substation lands required for the Project facilities to be constructed, operated and maintained on Ravenswood substation land, so long as the easements and rights of access do not adversely impact PG&E’s operations, in PG&E’s reasonable discretion. Land rights are currently anticipated to be mutually

agreed upon easements or rights of entry and/or access for levees – contingent / predicated upon environmental review / preliminary designs. This clause presumes the existing levee will remain in relatively the same position to protect the Ravenswood electrical substation and enable restoration. However, ecotone and t-zone area may be moved off of PG&E property at the discretion of Saltpond Project Management Team and Refuge, so long as this new location protects the Ravenswood Substation.

- (iv) Following Project completion (i.e., during the O&M phase), having the same rights and responsibilities of any other private landowner within the Project area, e.g., in the event a special assessment district is formed, PG&E will be treated in the same manner as other property owners within the special assessment district.
 - (v) The obligations of this subsection will survive any withdrawal from this MOU by PG&E as long as the Project proceeds, except that the obligations of this subsection will not survive if this Agreement is terminated pursuant to Section 3.
- (d) Meta.
- (i) Funding supporter of \$7,808,000 when, as, and subject to applicable conditions in this MOU.
 - (ii) Provider of review, comment, input and suggestions (as applicable) to whatever other aspects of the Project it chooses. Meta will not, however, have any obligation to provide any review, comment, input or suggestions.
 - (iii) Contributor (without additional cost to the Project) of incidental easements, licenses, and/or rights of access over the Classic Campus that are reasonably required for the Project facilities to be constructed, operated and maintained, so long as the easements, licenses, and/or rights of access do not adversely impact Meta's operations, in Meta's reasonable discretion.
 - (iv) Following Project completion (i.e., during the O&M phase), having the same rights and responsibilities of any other private landowner within the Project area, e.g., in the event a special assessment district is formed, Meta will be treated in the same manner as other property owners within the special assessment district.
 - (v) The obligations of this subsection will survive any withdrawal from this MOU by Meta, as long as the Project proceeds, except that the obligations of this subsection will not survive if this Agreement is terminated pursuant to Section 3.
- (e) There remain subjects that the Parties may require further refinement as to their respective responsibilities, as provided in more detail in Section 7 below.

- (f) Nothing in this MOU or the Project will alter or modify any pre-existing obligations of:
 - (i) PG&E to maintain the flood gate/wall in front of its Ravenswood electrical substation; and
 - (ii) Meta for infrastructure on its Classic Campus under its pre-existing conditional development permit with Menlo Park; provided, however, that if the existing levees protecting Classic Campus are made obsolete by the Project, then the City agrees to cooperate with Meta to remove its obligation under the conditional development permit for the Classic Campus to maintain the existing levees.

In the event of any conflict between any provision of this Section 4 and any other provision of this MOU, the provisions of this Section 4 will control.

5. Project Description and Phases.

- (a) The current Project description is attached as Exhibit A. Exhibit A will be revised from time to time as provided in this MOU. The Project may not be revised in a manner that adversely impacts Meta's property without Meta's prior written approval or in a manner that adversely impacts PG&E's property without PG&E's prior written approval.
- (b) For planning and budgeting purposes, the Project is expected to proceed in the following general Phases. Phases may run concurrently:
 - (i) Phase 1. Includes generally:
 - (1) CEQA/NEPA.
 - (2) Permitting.
 - (3) Project budgeting.
 - (4) Seeking additional funding sources.
 - (5) Pre-design and preliminary design.
 - (6) Initial property rights acquisition.
 - (7) Initial development of mitigation and monitoring plan.
 - (8) Initial development of O&M-related matters.
 - (ii) Phase 2. Includes generally:
 - (1) Final property rights acquisition.
 - (2) Final design.

- (3) Procurement and construction.
 - (4) Construction phase mitigation and monitoring activities.
 - (5) Final development of O&M-related matters.
- (iii) Phase 3. Includes generally:
- (1) O&M.
 - (2) Post-construction mitigation and monitoring activities.

6. Funding, Budgeting and Cash Flow.

- (a) Concurrently with its approval of this MOU, the Council has adopted a Resolution accepting the BRIC grant funding.
- (b) The current Project funding sources and uses and timeline are attached hereto as Exhibit B and Exhibit C, respectively. The Parties will update Exhibit B and Exhibit C in a mutually agreed upon manner as further information becomes available.
- (c) The current Project Cash Flow Projections are attached hereto as Exhibit D. The Parties will update Exhibit D in a mutually agreed upon manner as further information becomes available.
- (d) PG&E and Meta will contribute their agreed \$10,000,000 and \$7,808,000, respectively, when and as required by the agreed Exhibit B and Exhibit C. PG&E and Meta will contribute 20% of their agreed contributions within thirty days of the date Assurance is received, then make pro rata contributions with the City throughout the design phase of the Project, then make the balance of their respective agreed contributions upon the commencement of Project construction. The obligations of this subsection will survive any withdrawal from this MOU by PG&E or Meta, as long as the Project proceeds.
- (e) The City and SFCJPA or other public partners will be responsible for seeking any and all grant funding and other funding sources to be used for the Project. Meta and PG&E agree to continue to collaborate and provide non-monetary support for such efforts.
- (f) Parties to align on engagement and outreach for this portion and future portions of the overall SAFER Bay Project.
- (g) The Parties acknowledge and agree that PG&E and Meta are not responsible for providing funding above the agreed respective \$10,000,000 and \$7,808,000 amounts.
- (h) If final Project costs are less than the amounts raised, the Parties will discuss uses of remaining funds for O&M and other costs.

7. **Subsequent Agreements.** As the Project progresses, the Parties anticipate developing further memoranda of understanding or agreements between some or all of them, including:
- (a) Permitting including potential timing and coordination between Programmatic EIR and Project EIR (see Section 8);
 - (b) Procurement: In-kind contributions for the Project (such as, for example, surplus soil or equipment);
 - (c) Real estate acquisition: Allocation of specific Project property rights acquisition; it is presently anticipated that SFCJPA will take the lead on initial outreach, communication, collaboration, and stakeholder coordination for property / easement / right of entry acquisition and that the City will undertake any eminent domain proceedings where necessary;
 - (d) Responsibility, oversight and management of design and construction phases;
 - (e) Responsibilities for review and approval of Project designs;
 - (f) Creation of a special district(s) or other regional solution(s) to perform or pay for long-term O&M;
 - (g) Ultimate ownership of Project facilities: Identifying specific owner(s) (public or otherwise), e.g., One Shoreline, of actual Project facilities, currently anticipated to be City and/or JPA;
 - (h) Agreements with other potential Project stakeholders;
 - (i) Project Administration; and
 - (j) Negotiation cost and design of potential relocation of existing PG&E transmission / distribution facilities (if required by Project).

Neither Meta nor PG&E will be obligated to participate in or contribute to any of the preceding subjects.

8. **Environmental Review.**

- (a) SFCJPA will serve as the Lead Agency for the CEQA self-mitigating programmatic EIR for the entire SAFER Bay Project (**Programmatic EIR**). The current timetable for the Programmatic EIR is attached as on Exhibit E. SFCJPA will update Exhibit E in a mutually agreed upon manner as further information becomes available.
- (b) Menlo Park will serve as the Lead Agency for the CEQA Project-specific (non-programmatic) EIR (**Project EIR**). The current timetable for the Project EIR is attached as Exhibit F. Menlo Park will update Exhibit F in a mutually agreed upon manner as further information becomes available

9. Project Definition and Contracts.

- (a) The Parties intend that except for specific CEQA/NEPA or other (if any) matters for which SFCJPA is the Lead Agency, Menlo Park will hold all third-party contracts to accomplish the Phase 1 and Phase 2 portions of the Project. As for Phase 3, the Parties intend that Menlo Park will hold all third-party contracts, except to the extent O&M responsibilities can be assumed by a third party. Contracting responsibility includes responsibility for requiring other parties to maintain reasonable and appropriate insurance, any to pay prevailing wages if otherwise required by Applicable Law. However, nothing herein will require Menlo Park or SFCJPA to enter into any contract unless it has reasonable assurances of available funds.
- (b) Subject to Section 6(g), the City and SFCJPA or other public partners will be responsible for seeking any and all grant funding and other funding sources to be used for the Project in addition to the funds contributed by Meta and PG&E pursuant to this Agreement. Meta and PG&E agree to continue to collaborate and provide non-monetary support for such efforts.
- (c) Until final construction completion of the Project and for three years thereafter, City and SFCJPA shall maintain in accordance with their standard record retention procedures (and require any Contractor to maintain) all such records concerning expenditures of Project funds relating to the funding, planning, permitting, designing, constructing, and operating and maintaining the Project. The preceding shall include correspondence, internal memoranda, calculations, books and accounts, accounting records, and invoices, payrolls, records and all other data related to matters covered by this MOU and as may be required by FEMA or its designee(s). Upon the City's request, Meta and PG&E shall provide evidence of payment of the funds they have contributed to the Project pursuant to this Agreement.

10. Project Permits, Entitlements and Approvals.

- (a) Subject to the specifically agreed "lead" and other responsibilities of Menlo Park and the SFCJPA (as applicable), the City and SFCJPA will cooperate to obtain and/or provide all mutually agreed upon and reasonably required entitlements, permits and approvals for the Project and that do not unreasonably interfere with operational requirements. Meta and PG&E agree to continue to collaborate and provide non-monetary support for such efforts.

11. Project Design and Construction.

- (a) The City and SFCJPA will cooperate to obtain approval of all project designs and applicable construction requirements. Meta and PG&E agree to continue to collaborate and provide non-monetary support for such efforts. All Project designs for facilities on PG&E or Meta's properties will be subject to PG&E or Meta's (as applicable) reasonable approval, so long as it is consistent with prior approvals.

12. Project O&M.

- (a) Concurrently with its approval of this MOU, and consistent with the BRIC grant documents, the Council has adopted a Resolution undertaking a commitment to provide for the Project's long term operations and maintenance expenses.
- (b) Menlo Park and SFCJPA will, with input from PG&E and Meta, have responsibility for developing a long-term O&M plan in compliance with all applicable laws and subject to approval of all AHJ's, ideally before final design is completed and construction contracts are let.
- (c) As for O&M funding, Menlo Park and SFCJPA and other regional stakeholders will cooperate to develop other, citywide or regional-based solutions, such as a potential assessment district. PG&E and Meta will be encouraged to provide meaningful input in developing the solutions. PG&E and Meta acknowledge that any solution may require them to make Project-related payments in addition to those described elsewhere in this MOU. However, provided that the final regional solution does not treat PG&E or Meta differently than any other similarly situated private property owner within the Project area, and PG&E and Meta have been given a reasonable opportunity to provide meaningful input, PG&E and Meta will not assert this MOU as a basis for different treatment than any other similarly situated private property owner within the Project area.
- (d) Nothing in this MOU or the Project will alter or modify any pre-existing obligations of:
 - (i) PG&E to maintain the flood gate/wall adjacent to its Ravenswood electrical substation [as required or necessary based on design of project]; and
 - (ii) Meta for infrastructure under its pre-existing conditional development permit for the Classic Campus (except as set forth in Section 4(f)(ii)).

13. Term and Termination/Withdrawal.

- (a) This MOU will be effective as of the Effective Date, and will unless terminated earlier by the Parties or superseded by other agreements will be effective until five years after construction of the Project is completed and accepted.
- (b) PG&E and Meta may withdraw from this MOU (subject to Section 13(c)) upon 120 days written notice to the other Parties.
- (c) The following obligations will survive expiration or termination of this MOU or withdrawal by a party: (i) PG&E and Meta agreements regarding their \$10,000,000 and \$7,808,000 contributions, respectively; and (ii) PG&E and Meta obligations under Section 4(c)(iii) and Section 4(d)(iii) respectively. Notwithstanding the preceding, if this MOU is terminated pursuant to Section 3 then all of PG&E's and Meta's obligations will also terminate and PG&E and Meta will not be obligated to make any further contributions to the Project.

14. General Conditions.

- (a) Project Communications and Meetings. Throughout the Project, the Parties, will reasonably communicate with each other in all matters relating to the Project. The Parties will agree on schedule of periodic meetings to apprise the Parties and other Project stakeholders regarding overall Project statuses, funding, design and construction, etc.
- (b) Revisions to Exhibits and Schedules. All Exhibits and Schedules to this MOU are subject to revision and updating from time to time. The Parties will reasonably cooperate in such revisions.
- (c) No Consequential Damages. The Parties hereby agree that, in the event of default, any damages awarded or arising under this MOU shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. By acceptance and execution of this MOU, the Parties hereby agree that the only monetary damages contemplated by them as arising from this MOU are actual or direct damages. The Parties specifically agree that damages suffered by Menlo Park as a result of PG&E or Meta's failure to pay their monetary contributions when and as required are actual and direct damages.

15. Representations and Warranties.

Each Party represents, warrants and covenants to the other parties as follows:

- (a) Authority. The Party has the legal power and authority to execute and deliver this MOU and to perform its obligations under this MOU.
- (b) Due Authorization. The approval, execution, and delivery of this MOU, and the performance by such Party of its obligations under this MOU, have been authorized by all requisite actions of the Party.
- (c) Due Execution and Delivery. The persons executing this MOU on behalf of the Party are duly authorized to execute and deliver this MOU on behalf of the Party.
- (d) No Conflict. The approval, execution, delivery and performance of this MOU does not conflict with any other agreement to which the Party is a party and does not violate or require any action which has not been taken under any law, statute, rule, regulation, ordinance, general plan, tribal law, specific plan or court order or decree applicable to the Party.

16. Miscellaneous.

- (a) Indemnification. Pursuant to Government Code Section 895.4, Menlo Park and SFCJPA agree to fully indemnify, defend, and hold the other Parties (including their appointed and elected officials, officers, employees, and agents) harmless and free from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or

willful misconduct of the indemnifying Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such Party under this MOU. Neither Menlo Park nor SFCJPA, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party, its appointed or elected officials, officers, employees, or agents, under or in connection, with any work, authority, or jurisdiction delegated to such other Party under this MOU. Menlo Park and SFCJPA, while conducting their respective activities set forth above in Section 4 above shall each procure, carry, and maintain, in full force and effect, at all applicable times during the term of this MOU, such insurance and bonds to protect the Parties, inclusive of causing each Contractor to indemnify and defend the Parties and name the Parties as additional insureds in any contracts entered into to effectuate this MOU.

- (b) Further Assurances. The Parties shall cooperate with each other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under this MOU.
- (c) Amendments. Any mutually agreed changes, modifications, revisions or amendments to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties.
- (d) Severability. If any provision of this MOU shall be held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
- (e) Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California applicable to contracts executed and wholly performed within that state. The courts of the State of California shall have jurisdiction over any action arising out of this MOU, with venue in San Mateo County.
- (f) Construction of Agreement. In the event of a dispute between the Parties as to the language of this MOU or any amendment to this MOU or the construction or meaning of any term contained in this MOU or any amendment to this MOU, this MOU or any amendment to this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, any Party based on the preparation or negotiation of this MOU or any amendment to this MOU.
- (g) Notices. All notices, demands and other formal communications hereunder shall be deemed given if: (a) delivered personally or by courier, (b) sent by overnight express delivery, (c) mailed by registered or certified mail (return receipt requested), postage prepaid, or (d) sent by email in PDF format (**Email Notification**); provided that (i) notice received after 5:00 p.m. on a business day or on a non-business day shall be deemed received on the next business day, and (ii) any sender of an Email Notification also delivers the notice by one of the methods listed in (a)-(c) (**Secondary Notice**) (provided that if the recipient of the

Email Notification responds with an email acknowledgement of receipt (an automatic "read receipt" does *not* constitute acknowledgement), Secondary Notice is not required), to a party at its respective address(es) set forth below (or at such other address as shall be specified by the party by like notice given to the other party(ies):

<p>To: City of Menlo Park Justin I.C. Murphy Interim City Manager City Hall, 2nd Floor 701 Laurel St Menlo Park, CA 94025</p>	<p>To: San Francisquito Creek Joint Powers Authority Margaret Bruce Executive Director 2100 Geng Road, Suite 210 Palo Alto, CA 94303</p>	<p>To: Pacific Gas and Electric Company Heather Rock Chief of Staff for Engineering, Planning and Strategy 300 Lakeshore Drive Oakland, CA 94612</p>	<p>To: Meta Platforms, Inc. Lauren Swezey Sustainability & Landscape Project Lead 1 Hacker Way Menlo Park, CA 94025</p>
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- (h) Entirety of Agreement. This MOU, including Exhibits A through F, represents the entire and complete agreement among the Parties with respect to the subject matter hereof and supersedes any prior negotiations, representations and agreements, whether written or oral.
- (i) Debt Limitation. Menlo Park and SFCJPA are subject to laws or policies which limit their ability to incur debt in future years. Nothing in this MOU shall constitute an obligation of future governing bodies of the Parties to appropriate funds for the purpose of this MOU.
- (j) Conflict of Interest. The Parties shall undertake reasonable efforts to avoid conflicts of interest in the performance of this MOU and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair the ability to perform under this MOU.
- (k) Disputes. The Parties agree that, with regard to all disputes or disagreements arising under this MOU that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally among the Parties involved in the mediation.
- (l) Non-Discrimination. Each Party shall comply with its own non-discrimination policies and practices and laws applicable to it.
- (m) Counterparts. This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.
- (n) Facsimile and Electronic Signatures. Facsimile or electronic signatures may be used in place of original signatures on this MOU. Each Party intends to be bound by the signatures on the facsimile or electronic document, is aware that the other Parties will rely on the facsimile or electronic signatures, and hereby waives any

defenses to the enforcement of the terms of this MOU based on the use of a facsimile or electronic signature.

- (o) Exhibits and Schedules. The following Exhibits and Schedules are attached and incorporated into this MOU:
 - (i) Exhibit A: Project Description and Vicinity Map
 - (ii) Exhibit B: Project Funding Sources and Uses
 - (iii) Exhibit C: Project Timeline
 - (iv) Exhibit D: Cash Flow Projections
 - (v) Exhibit E: Programmatic EIR Timetable
 - (vi) Exhibit F: Project EIR Timetable

- (p) Signatures. In witness whereof, the Parties, through their respective duly-authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

[Signature Blocks Follow on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Memorandum of Understanding.

CITY OF MENLO PARK

Justin I. C. Murphy, Interim City Manager

Date

ATTEST:

Judi Herren, City Clerk

Date

APPROVED AS TO FORM:

Nira Doherty, City Attorney

Date

SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY

[Name, Title]

Date

ATTEST:

[Name], Agency Clerk

Date

APPROVED AS TO FORM:

[Name, Title]

Date

PACIFIC GAS AND ELECTRIC COMPANY

[Name, Title]

Date

META PLATFORMS, INC.

[Name, Title]

Date

EXHIBIT A

PROJECT DESCRIPTION

Menlo Park SAFER Bay Project Scope of Work

The proposed Menlo Park SAFER Bay Project involves preparation of environmental documentation, permitting, public outreach, field investigation, design, and construction for solutions to tidal and sea-level rise flooding along an approximately 3.7-mile alignment of the southeast San Francisco Bay shoreline near the City of Menlo Park (Attachment 1). The flood control elements will be designed to provide a 100-year level of flood protection in addition to 3.5 feet of sea-level rise adaptation.

The proposed Project will incorporate nature-based solutions and habitat enhancements. In total, the project will create approximately 31 acres of tidal marsh transition zone on the bayside slopes of multiple flood control levees. By extending the transition zones to elevations that account for 100-year storm events, in addition to 3.5 feet for sea level rise adaptation, the proposed project will create long-term, resilient, high-quality habitat and high tide refuge. The Project also proposes to enhance approximately 5 acres of western snowy plover breeding habitat in Pond R3 by placing oyster shells or pea gravel to enhance the breeding habitat of endangered bird species.

A primary focus of the proposed project is flood protection of Pacific Gas and Electric Company's (PG&E) Ravenswood Substation, which is part of critical power supply infrastructure to eight cities and nearly 300,000 people. The substation is sited at the margin of San Francisco Bay, and is at risk of tidal flooding and sea-level rise. When flooded, the substation must be de-energized until flood waters recede, and repair and maintenance activities must be completed before re-powering the substation. Hydrologic and infrastructure analysis has shown that flooding of the substation would result in an interruption of power supply for between 5 and 15 days to the project impact area, negatively impacting many community lifelines that are critical for human health and safety and to economic security.

The Project would be developed in phases. Phase 1 would include procurement of environmental and engineering services, public outreach, environmental permitting, and design to the 90% level. Phase 2 would include final design, procurement for construction management and contracting services, and construction activities.

The proposed Project is a significant portion of the overall SAFER Bay alignment that, when completed, will provide the additional benefit of protecting the communities of Menlo Park, East Palo Alto and others from tidal and sea level rise flooding.

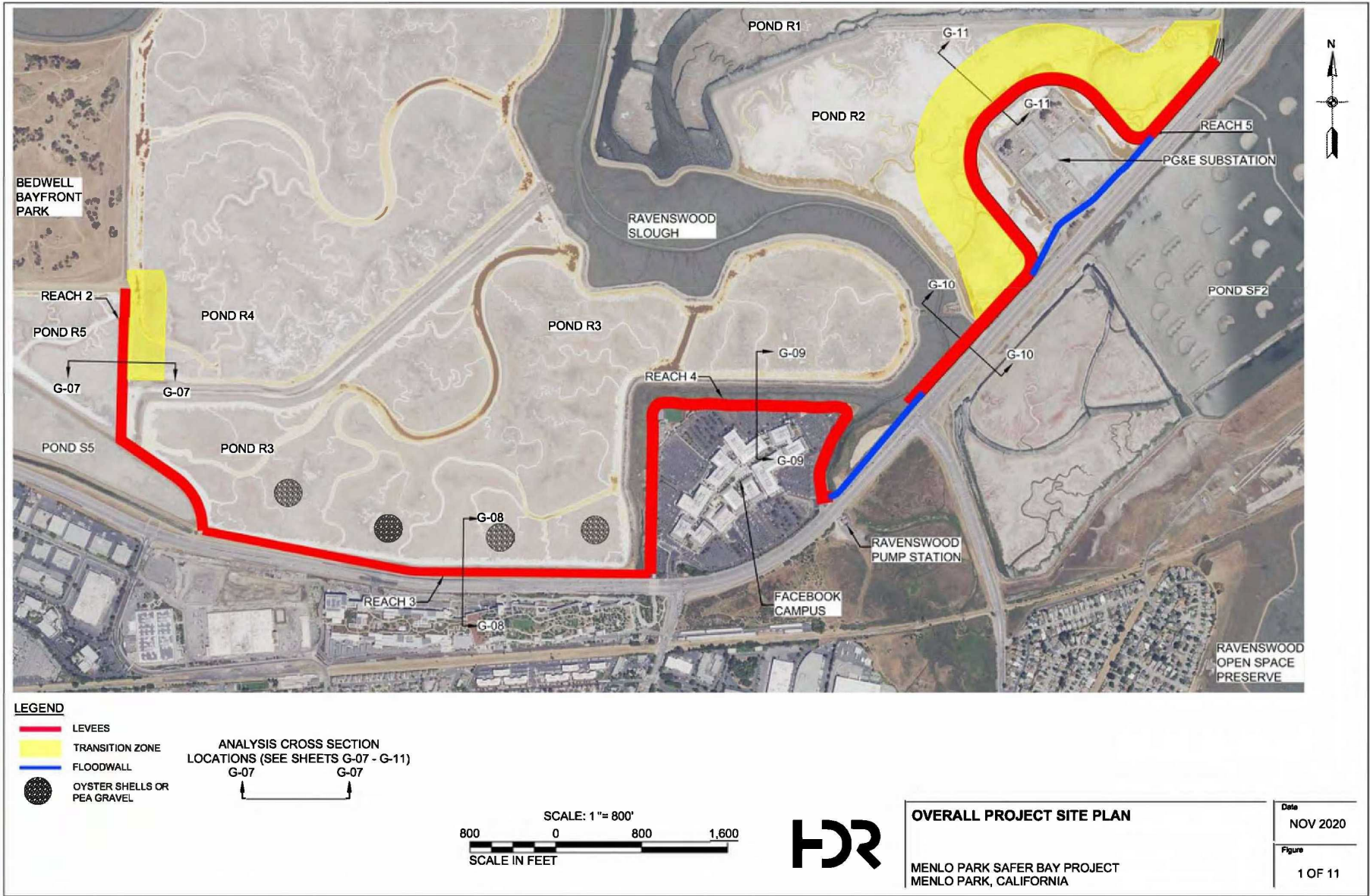


EXHIBIT B

PROJECT FUNDING SOURCES AND USES

Funding Sources	Amount
FEMA BRIC grant	\$ 50,000,000
PG&E	\$ 10,000,000
Facebook	\$ 7,808,000
Total	\$ 67,808,000

Funding Uses	Amount
Pre-award Cost	\$ 190,000
Phase 1	
Task 1.1 - Procurement for Design and Environmental Services	\$ 26,000
Task 1.2 - Project Management including Kick-Off Meeting	\$ 150,000
Task 1.3 - Public Outreach	\$ 63,000
Task 1.4 - Environmental Permits	\$ 1,178,000
Task 1.5 - Right-of-Way Acquisition Negotiations	\$ 540,000
Task 1.6 - Engineering and Design	\$ 3,150,000
Phase 2	
Task 2.1 - Project Management	\$ 208,000
Task 2.2 - Public Outreach	\$ 75,000
Task 2.3 - Final Design	\$ 198,000
Task 2.4 - Procurement for Construction Management Service	\$ 26,000
Task 2.5 - Construction Bidding	\$ 42,000
Task 2.6 - Engineering During Construction	\$ 233,000
Task 2.7 - Construction Management	\$ 3,752,000
Task 2.8 - Construction Activities	\$ 57,844,087
Operation & Maintenance	
O&M (5 years)	\$ 1,050,000
Total	\$ 68,725,087

EXHIBIT C

PROJECT TIMELINE

Estimated Project Timeline

	Q1 Oct-Dec 21	Q2 Jan-Mar 22	Q3 Apr-Jun 22	Q4 Jul-Sep 22	Q5 Oct-Dec 22	Q6 Jan-Mar 23	Q7 Apr-Jun 23	Q8 Jul-Sep 23	Q9 Oct-Dec 23	Q10 Jan-Mar 24	Q11 Apr-Jun 24	Q12 Jul-Sep 24	Q13 Oct-Dec 24	Q14 Jan-Mar 25	Q15 Apr-Jun 25	Q16 Jul-Sep 25	Q17 Oct-Dec 25	Q18 Jan-Mar 26	Q19 Apr-Jun 26	Duration	
Phase 1																					~ 21 months
FEMA NEPA Review																					~ 11 months
FEMA Phase 2 Review																					~ 8 months
Phase 2																					~ 29 months
Total Duration																					~ 57 months

* Dates are subject to change as the project evolves

EXHIBIT D CASH FLOW PROJECTIONS

Cash Flow Forecast

- Scenario: • Maintain minimum of \$1 M cash balance through completion of Phase 1
 • 20% of local match contribution upfront
 • Local match reimbursements on pro rata basis through completion of Phase 1
 • Remainder of local match contribution at beginning of Phase 2

	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	TOTAL		
Description	Oct-Dec 23	Jan-Mar 24	Apr-Jun 24	Jul-Sep 24	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Jul-Sep 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Jul-Sep 26	Oct-Dec 26	Jan-Mar 27	Apr-Jun 27	Jul-Sep 27	Oct-Dec 27	Jan-Mar 28	Apr-Jun 28	Jul-Sep 28	Oct-Dec 28	Jan-Mar 29			
Expenditures																									
Pre-award Cost																									
FEMA BRIC sub-application Preparation	(180,000)																							(180,000)	
Phase 1																									
Task 1.1 - Procurement for Design and Environmental Services	(26,000)																							(26,000)	
Task 1.2 - Project Management including Kick-Off Meeting	(7,500)	(23,750)	(23,750)	(23,750)	(23,750)	(23,750)	(23,750)	(23,750)	(23,750)															(154,000)	
Task 1.3 - Public Outreach	(1,400)	(8,100)	(8,100)	(8,100)	(8,100)	(8,100)	(8,100)	(8,100)	(8,100)															(65,000)	
Task 1.4 - Environmental Permits	(94,000)	(200,200)	(278,348)	(295,658)	(211,804)	(246,308)	(48,378)																	(1,378,000)	
Task 1.5 - Right-of-Way Acquisition Negotiations			(80,000)	(162,000)	(162,000)	(133,000)																		(445,000)	
Task 1.6 - Engineering and Design	(184,900)	(1,021,055)	(1,313,829)	(110,511)	(133,613)	(138,054)	(174,750)	(28,123)																(3,335,000)	
FEMA NEPA Review																									
FEMA Phase 2 Review																									
Phase 2																									
Task 2.1 - Project Management										(20,847)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(21,893)	(208,000)	
Task 2.2 - Public Outreach										(4,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(8,058)	(75,000)	
Task 2.3 - Final Design										(86,000)	(86,000)													(172,000)	
Task 2.4 - Procurement for Construction Management Service										(8,667)	(17,333)													(26,000)	
Task 2.5 - Construction Bidding											(45,000)													(45,000)	
Task 2.6 - Engineering During Construction											(1,433)	(2,866)	(4,299)	(5,732)	(7,165)	(8,598)	(10,031)	(11,464)	(12,897)	(14,330)	(15,763)	(17,196)	(18,629)	(213,000)	
Task 2.7 - Construction Management											(1,400)	(2,800)	(4,200)	(5,600)	(7,000)	(8,400)	(9,800)	(11,200)	(12,600)	(14,000)	(15,400)	(16,800)	(18,200)	(175,000)	
Task 2.8 - Construction Activities																								(17,844,867)	
TOTAL EXPENDITURES	(714,800)	(1,253,158)	(1,428,976)	(804,029)	(541,930)	(471,184)	(254,973)	(26,125)	0	(122,682)	(391,571)	(4,925,786)	(8,406,677)	(8,414,324)	(8,418,147)	(8,418,147)	(8,418,147)	(8,418,147)	(8,418,147)	(8,418,147)	(8,418,147)	(8,418,147)	(8,418,147)	(87,675,087)	
Payments																									
FEMA Reimbursements (75% expenditures/less 30% retention)			482,496	843,882	964,134	407,750	365,388	328,056	378,111	33,636	0	81,777	223,810	2,919,804	3,674,307	3,679,669	3,682,248	3,682,248	3,682,248	3,682,248	3,682,248	4,106,761	0	48,000,000	
FEMA Retention Release (30%)																								0	48,000,000
Local Match Contribution - PG&E	3,000,000	1,003,449	175,626	200,514	84,797	75,985	66,149	35,799	4,099	2,256,175														3,000,000	
Local Match Contribution - Facebook	3,361,600	78,333	137,363	336,170	66,210	58,317	51,649	27,949	3,192	3,663,777															7,800,000
TOTAL PAYMENTS	3,361,600	1,081,782	353,485	3,027,876	1,115,161	549,052	489,291	381,801	179,882	12,841,811	0	80,777	223,810	2,919,804	3,674,307	3,679,669	3,682,248	3,682,248	3,682,248	3,682,248	3,682,248	4,106,761	0	67,800,000	
NET QUARTERLY CASH FLOW	2,646,799	(1,071,376)	(1,075,491)	2,223,847	573,231	71,867	228,217	352,676	179,757	12,811,179	(311,571)	(4,245,009)	(8,182,867)	(5,486,867)	(4,743,840)	(4,738,478)	(4,735,899)	(4,732,899)	(4,732,899)	(4,732,899)	(4,732,899)	(4,732,899)	(4,732,899)	3,000,000	312,814
NET QUARTERLY CASH BALANCE	2,646,799	1,772,333	1,139,744	3,738,620	2,312,522	2,384,389	2,612,597	2,965,273	3,144,653	15,963,844	15,652,273	11,389,266	3,206,399	(2,288,011)	(5,013,611)	(7,752,089)	(10,484,988)	(13,217,887)	(16,050,786)	(18,963,685)	(21,976,584)	(25,099,483)	(28,332,382)	(31,664,281)	(35,078,115)

PG&E percentage share of local match - 56.15% of 25%

EXHIBIT E

PROGRAMMATIC EIR TIMETABLE

(Provided by SFCJPA)

TASK	ANTICIPATED DATE
Notice of Preparation (NOP) Publication	Dec '21
NOP Public Comment Period	Dec '21 – Jan '22
Project Description	Mar '22 – Jun '22
Administrative Draft EIR	Jun '22 – Jan '23
Publish Draft EIR	Feb '23
Final EIR Certified	Aug '23

*These dates are subject to change as the project evolves

EXHIBIT F

PROJECT EIR TIMETABLE

(Provided by City of Menlo Park)

TASK	ANTICIPATED DATE
Project Description	Dec '21 – Feb. '22
Notice of Preparation / Scoping	Feb '22 – May '22
Draft EIR	May '22 – Feb '23
Final EIR	Oct '22 – Feb '23
Notice of Determination	Feb '23 – Mar '23

*These dates are subject to change as the project evolves

Agenda Item 6.C. Personnel Committee Recommendations for Board's Executive Director Annual Review

Background

The SFCJPA personnel committee met on December 17, 2020, to review possible Executive Director review questions and process.

Discussion

The committee concurred on the categories of review questions and the rating system to be used for the Board's evaluation of the Executive Director.

The committee concurred in their recommendation that the review be limited to a few questions, with plenty of opportunity for comments.

Trisha Ortiz offered that RWG can act as the distributor and recipient of review surveys, and then provide summaries to Board members, to avoid any potential (or appearance of) Brown Act violations. Board responses will not be anonymous.

The following recommended Executive Director annual questions for the Board will be formatted into an electronic survey form for easier distribution and tabulation.

~*~

For the Board's responses

1. The executive director communicates effectively with board members, providing clear, concise, and timely information to facilitate timely, informed decisions.

Exceeds

Meets

Needs Improvement

Comments

2. The Executive Director effectively leads the SFCJPA (as characterized by such things as identifying emerging issues and acting appropriately, setting effective annual objectives to further the organization's long-term goals, building strong relationships with board members (and alternates), key stakeholders, agency staff and leaders, and regional elected leaders and other organizations).

Exceeds

Meets

Needs Improvement

Comments

3.The Executive Director effectively manages the SFCJPA (as characterized by such things as deploying staff and consultant resources efficiently and impactfully, managing the SFCJPA's finances, including keeping expenses within budget and managing reserves, seeking, and securing funding for SFCJPA projects.)

Exceeds

Meets

Needs Improvement

Comments

4. Cultivates an internal organizational culture of and an external reputation for collaboration, respect, trust, transparency, high quality work, and results.

Exceeds

Meets

Needs Improvement

Comments

~

For Staff and External Respondents

Executive Director review questions for staff and external partners will be framed separately by the Chair with input from the Executive Director. These surveys and responses will also be managed by RWG to ensure anonymity of staff and external respondents.

Recommendation

Consider and accept the recommended Executive Director review questions for the Board's annual review.

Agenda Item 8. A. Board Roles

Background

Each SFCJPA member agency designates a representative and an alternate to serve on the SFCJPA Board of Directors.

Discussion

According to the Amended and Restated membership agreement, amended and restated in 2020, the roles of board officers are described as follows:

11. OFFICERS.

- a. *Officers. The officers of the Authority are the Chair, Vice-Chair, and Secretary.*
- b. *Election/Term/Duties. The officers shall be elected or appointed by the Board at its first meeting of the calendar year, unless that is delayed by an action of the Board. **The term of office for Chair, Vice-Chair, and Secretary is one year.** The officers shall assume the duties of their offices upon being elected or appointed, as appropriate. If any of the Chair, Vice-Chair, or Secretary ceases to be a member of the Board, the Board shall elect or appoint a new officer at the next regular meeting of the Board held after the vacancy occurs.*
- c. *Compensation. Officers are not entitled to compensation by the Authority. The Board may authorize reimbursement of expenses incurred by officers.*
- d. *Appointment/Contract. The Board may appoint such officers and may hire or contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement.*

There is no prohibition against a board member serving two (or more) consecutive one-year terms.

*“Dating back to 2007, directors serving the role of Chair and Vice **Chair have served for two years**, with the exception of Director Patrick Kwok (Santa Clara Valley Water District), who was replaced as the Water District’s representative on the Board by Director Brian Schmidt after one year as chair.” (from MH Parker’s files)*

That the SFCJPA board has chosen to implement two-year terms for board officers, was also described in the following staff report excerpt from February 2016, and to re-affirm or re-assign committee roles.

*“San Francisquito Creek Joint Powers Authority
February 25, 2016, Board Meeting
Agenda Item 5
Executive Director’s Report*

1. With the help of Kevin Murray and Miyko Harris-Parker, I am pleased to submit the following:

- a. *Board Organization: select officer positions and membership on committees*

*Early in each calendar year, the Board appoints individual Board members to fill officer positions and positions on Board committees. **The position of Chair and Vice Chair has historically been a two-year term. In January 2014, Kirsten Keith took over as Chair, and in January 2015 Dave Pine began serving as Vice Chair.** Board service on committees has been a one-year renewable term, and thus committee assignments should now be reaffirmed or changed.”*

Based on that historical precedent, the SFCJPA Board Handbook, as adopted by the board in November 2020, describes board roles as follows:

1.2 Board roles

*Chair – The chair of the board is selected at the first meeting of the calendar year. The previous vice chair is often appointed to fill the Board Chair role. **The Board Chair serves for two years.** The board chair presides over each Board meeting, and coordinates agenda items and their order with the Executive Director. The Board chair also represents the SFCJPA in events, workshops, and public meetings, and at meetings with agency leaders as needed, with staff's support.*

Again, there is no prohibition against a board member serving two (or more) consecutive one-year terms. Nor is there a firm requirement that the term of office must be for two years, even if that has been common practice.

Committee Roles –

The SFCJPA has two active standing committees, one inactive standing committee, and appointed representation on one external agency Board.

The SFCJPA Board Finance Committee (currently Director Pine and Director Burt) is a standing committee and meets approximately twice a year to review and comment on the annual draft budget and audit.

The Board Personnel Committee (currently Director Abrica and Director Combs) reviews, recommends, and initiates the process and practice of the annual review of the Executive Director.

The presently inactive Emergency Preparedness Committee (Director Abrica and Director Kremen) standing committee was to be a guide and facilitator for gathering, integrating, and communicating information to improve decision-making by residents and emergency response agencies during an emergency.

Purposes, Roles and Responsibilities, represented by the full Board, recommends changes to the agency's founding Joint Powers Agreement.

The Association of California Water Agencies Joint Powers Insurance Authority, which provides benefits to SFCJPA employees, requires that the SFCJPA Board appoint a

representative and an alternate (historically the alternate has been a SFCJPA staff member) to the ACWA/JPIA Board. Current representation: Director Combs and Sr. Project Manager Tess Byler.

Recommendation

Reaffirm or change Board roles and committee assignments.