



SAN FRANCISQUITO CREEK  
JOINT POWERS AUTHORITY

[SFCJPA.ORG](http://SFCJPA.ORG)

**Notice of Regular Meeting of the Board of Directors**

**Due to the risk of COVID-19 transmission, this meeting will be held remotely. Members of the public may observe and offer comment at this meeting telephonically or otherwise electronically. 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/87179614253>**

**Thursday, December 17, 2020**

**3:30 P.M.**

**Agenda**

1. ROLL CALL
2. APPROVAL OF AGENDA: Changes or additions to the agenda.
3. APPROVAL OF MEETING MINUTES: November 19, 2020 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. INFORMATION ITEMS
  - A. Executive Director's Report
  - B. 2020 Year in Review
  - C. Brief informational report on Biennial Review of the Conflict of Interest Code and Notice to FPPC
6. ACTION ITEMS
  - A. Flood Early Warning System – Receive presentation, discuss current system,



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and the SFCJPA's role in local flood warnings and alerts. Discussion and possible action or direction to staff.

- B. Consultant agreement for evaluation of detention basins. Discussion and staff recommendation of Board approval of a contract with Woodard Curran
- C. Three-year rolling workplan – Discussion and possible action or direction to staff.
- D. SFCJPA Newsletter - Discussion and possible action or direction to staff.
- E. Determination and approval of 2021 SFCJPA Board regular meeting schedule.

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

8. CLOSED SESSION

- A. Public Comment on Closed Session: Individuals may speak up to three minutes.
- B. 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 Superior Court Case No: 19-CIV-06305
- C. Public Employee Performance Evaluation  
Title: Executive Director
- D. Report from Closed Session

9. ADJOURNMENT

PLEASE NOTE: Board meeting Agenda and supporting documents related to items on the Agenda can be viewed online by 3:30 p.m. on December 14, 2020 at [sfcjpa.org](http://sfcjpa.org) -- click on the "Meetings" tab near the top.

650 - 457- 0943 \* [jpa@sfcjpa.org](mailto:jpa@sfcjpa.org) \* 2100 Geng Road, Suite 210\* Palo Alto, CA 94303  
[SFCJPA.ORG](http://SFCJPA.ORG)

## **Executive Director's Report, December 17, 2020**

### **Project Updates**

#### **Upstream Project**

- Pope-Chaucer Bridge Planning Application. ([Project description, the Draft Arborist report, and preliminary design of Pope Chaucer Bridge.](#)):
  - Palo Alto's Architectural Review Board hearing scheduled for 8:30 A.M. December 17 as a study session. A final hearing will be scheduled for January or February 2021.
  - A presentation was made to the East Palo Alto City Council on December 1, 2020.
  - A presentation to Menlo Park is not yet scheduled but is expected January 2021.
  
- Reller Parcel Donation – Thanks to the generous donation by Mr. William Reller, the transfer of this approximate half-acre parcel of real property (San Mateo County Assessor's Parcel Number: 063-451-070) along San Francisquito Creek is scheduled to be finalized later this month. As described previously, this land is intended to remain undeveloped; the SFCJPA plans to improve riparian habitat as part of the Upstream Project.

#### **Upstream detention evaluation**

The Stanford Access Agreement has been fully executed

A Request for Proposals was released on October 14. One responsive proposal was received on November 11. SFCJPA staff and Peter Park (SCVWD) reviewed the proposal, and although we had hoped for more responsive bids, staff believes the proposal received from Woodard & Curran is cost-effective and technically responsive to the SFCJPA's needs. Further, there are few consulting firms available to do this work, who are not otherwise in a position of a conflict of interest, due to present contracts with Stanford University, making the potential pool of qualified firms very small.

Staff has been working with Woodard Curran on details of the proposal and is confident that the scoped work can be implemented in a satisfactory manner.

**Recommended Action:** Approve the contract for \$249,115 with Woodard Curran

Kevin Murray is leading this effort.

## **SAFER Bay**

A FEMA/CalOES BRIC Grant Application was submitted on December 3<sup>rd</sup>. This large and complex grant application was led by Menlo Park as the 'sub-applicant' with multiple public and private collaborators, enabling a local match sufficient to maximize the \$50M grant opportunity. The SFCJPA played a significant role in the compilation of information necessary for this application.

California Department of Water Resources (DWR) - The DWR approved our invoice for work on the SAFER Bay Phase 1, in July 2020 but due to changes within DWR, payment is not expected until mid-February 2021. The SFCJPA requested an amendment last month to update the project scope and schedule, and we expect the amendment to be approved in 2021.

We were able to connect with the CalOES/FEMA \$17.5M HMGP Grant point of contact for clarification on the HMGP Grant award process. We learned that:

- FEMA is just now beginning their internal NEPA review. This is a year-long process.
- Once their review is complete, the project will be briefed in a letter to FEMA HQ in Washington DC. That process requires at least another month.
- Once these steps are completed, there will be an official contract award process and a project kick-off – most likely in Q1 of 2022.
- There is certainty that the grant will be awarded. It's just going to take a while.

Contractor work on this project is paused until funding is received. Tess Byler is leading SAFER Bay project.

## **Organization/Administration Updates**

- Our IT evaluation has resulted in changes and improvements to some of our systems, recommendations for a new scanner, software updates, printer setups, file management, and improved internet security.
- Communication and outreach continue with community members, business leaders, agency staff and leadership, city and county staff and leaders, etc.
  - We have re-established a regular check-in and coordination meeting with Stanford University.
  - We have set a bimonthly schedule for meetings with senior staff at our member agencies
- There is a delay on the audit, the mid-year budget report, and transition to new banking services. We will update the board when more information is available.

San Francisquito Creek Joint Powers Authority  
 December 17, 2020 Board Meeting  
 Agenda Item 5.0  
 Executive Director's Report

**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 will be updated each month.

<b>Board Committee Meetings</b>	<b>Purpose</b>	<b>Date</b>
Finance Committee	Audit review	TBD
Finance Committee	Budget Review	January or early February date tbd (prior to 2/18)

<b>Regular Board meeting</b>	<b>Envisioned Agenda Items</b>
January*	Organization and Project Updates Board Roles
February*	Organization and Project Updates Employee Handbook/Policies Budget
March*	Organization and Project Updates Draft Budget
April*	Organization and Project Updates Budget Approval
May*	
June*	
July*	Comprehensive Plan review
August*	Comprehensive Plan 2021 edition acceptance/ratification
September*	
October*	
November*	
December*	Review updated board handbook
January*	

## **Agenda Item 5B - 2020 Year in Review**

This is a brief summary of SFCJPA activities and Board actions taken over the course of the year. This information is provided as a reference for the benefit of the Board and the community.

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### **January**

- Update on SFCJPA founding agreement modifications and their rationale

### **February**

- Update on status of SFCJPA founding agreement modifications

### **March**

- Adopted “Phase 1” changes made to the SFCJPA founding agreement, reconciling San Mateo County and the newly created San Mateo County Flood Resiliency and Sea Level Rise District.
- SAFER Bay meeting with permitting agencies via Bay Area Regional Regulatory Integration Team

### **April**

- Approval of Environmental Science Associates (ESA) contract for Upstream permit application technical support
- Adopted October 2019 update to the Bay Area Integrated Regional Water Management (IRWM); this was done to continue eligibility for payment and grant funding from the Department of Water Resources

### **May**

- Approved annual operating budget
- Final award notification for Proposition 1, Round 1 Bay Area IRWM grant award for Upstream project totaling \$2,964,479

### **June**

- Measure AA Grant application submitted for SAFER Bay for \$5.7 million, with no local match
- Employment agreement with new Executive Director
- Updated Employee Handbook

### **July**

- New Executive Director on board

- Established new office information management tools: file sharing, project management, shared calendars.

### **August**

- Moved to new office
- Designed and launched new website
- Submitted Pope-Chaucer Bridge Planning applications to member cities

### **September**

- Creek Tour with Regional Water Quality Control Board leadership
- Annual Creek Maintenance walk
- FEMA BRIC SAFER Bay NOI submitted

### **October**

- Board approved access agreement with Stanford. Access agreement signed.
- Re-released updated RFP for upstream detention evaluation
- Updated financial policies
- New email policy
- New meeting minutes policy

### **November**

- Board approval of Comprehensive Plan
- Emergency/Winter Preparedness briefing to Board

### **December**

- Proposed consultant contract award for upstream detention evaluation
- Reller parcel donation
- SAFER Bay FEMA/OES Grant application submitted by City of Menlo Park
- Draft CAP 205 Project Management Plan and Feasibility Cost Share Agreement with Corps

## 2020 Multi-County Agency Biennial Notice

Name of Agency: San Francisquito Creek Joint Powers Authority  
Mailing Address: 2100 Geng Rd., Suite 210, Palo Alto, CA 94303  
Contact Person: Miyko Harris-Parker Phone No. 650/457-0943  
Email: mhparker@sfcjpa.org Alternate Email: mbruce@sfcjpa.org

Counties within Jurisdiction, or for Charter Schools, Counties in which the School is Chartered:  
(if more space is needed, include an attachment):

Santa Clara County, San Mateo County

No. of Employees\* 17 No. of Form 700 Filers\* 17  
*\*Including board and committee members*

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

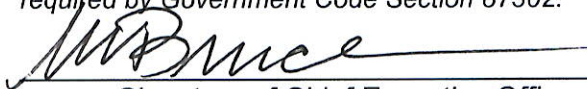
Please identify which statement accurately describes your agency's status.

- This agency has reviewed its conflict of interest code. The current code designates all positions which make or participate in making governmental decisions. The designated positions are assigned accurate disclosure categories that relate to the job duties of the respective positions. The code incorporates FPPC regulation 18730 so that all relevant Government Code Sections are referenced.
- This agency has reviewed its conflict of interest code and has determined that an amendment is necessary. An amendment may include the following:
- New positions which involve the making or participating in the making of decisions which may foreseeably have a material impact on a financial interest
  - Current designated positions need renaming or deletion
  - Statutorily required provisions of the code need to be addressed
  - Disclosure categories need revision

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### Verification (to be completed if no amendment is required)

*This multi-county agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

  
\_\_\_\_\_  
Signature of Chief Executive Officer

December 14, 2020  
\_\_\_\_\_  
Date

All multi-county agencies must complete and return this notice, including those agencies whose codes are currently under review. Please return this notice no later than **October 1, 2020** to the FPPC at [biennialnotice@fppc.ca.gov](mailto:biennialnotice@fppc.ca.gov) or 1102 Q Street, Suite 3000, Sacramento, CA 95811.



## **Agenda Item 6A - SFCJPA Flood Early Warning System**

The purpose of this agenda item is to inform the Board of our existing Flood Early Warning system that has operated since 2014. This will provide the Board an opportunity to discuss the SFCJPA's current role of providing this information to the public and to the San Francisquito Creek Multi-Agency Coordination (SFC MAC), headed by the City of Palo Alto.

### **Background**

The SFCJPA was created through a Joint Powers Agreement in May 1999, which included Stated Purposes of the SFCJPA. One of the original Stated Purposes was "To coordinate emergency mitigation and response relating to San Francisquito Creek." During the initial years of the SFCJPA's existence little was done with regards to this stated purpose. Through discussion of the Board over the first few years it was recognized that emergency mitigation and response is a specialized activity that the SFCJPA was not structured or resourced to perform.

On December 23, 2012, a large storm dropped 2.75 inches of rainfall on the saturated upper slopes of the San Francisquito Creek watershed. The combination of the intense rainfall and the saturated ground conditions resulted in a peak flow of 5,400 cubic feet per second in the creek, the third highest recorded stream flow rate since 1930. During the event, emergency operation centers of the SFCJPA member agencies opened and operated normally but there was no centralized information sharing platform for these agencies specific to San Francisquito Creek, and each employed their own strategies for assessing flood danger. Many followed the established Creek Monitor operated by the City of Palo Alto, and/or relied on eyes on the creek, watching the waters rise, but with no information on rainfall and flow conditions in the upper watershed and how or when it could lead to overbanking and flooding. This made decisions about if, when, and where to order evacuations difficult to make with confidence.

During post-event internal and inter-agency reviews of the storm emergency response, it was noted that a lack of rainfall and stream flow data from the upper watershed significantly hindered flood prediction. There was general agreement among the response agencies that a more robust, coordinated network of rainfall and stream gauges would improve flood prediction capabilities.

### **Creation of the Flood Early Warning System**

In response to this event, and with the urging of some members of the public to define a role for the SFCJPA with regards to emergency preparedness and response, and at the direction of the board at that time, in May 2013 the SFCJPA prepared a grant application to the California Department of Water Resources Office of Hydrology and Flood Operations for funding to design and install a system of data collection facilities. The grant program, funded with monies from State Proposition 1E and 84, was designed to assist local agencies with implementation of flood emergency planning, preparedness, and response activities. One of the activities specifically listed as being eligible for grant funding was the "collecting and exchanging of flood information

(static as well as real-time information) and integrating information into a common operational picture”.

Although the SFCJPA took the lead role in developing the grant application and managing the implementation of the enhanced flood warning system, the City Palo Alto served as the official applicant because the grant program required that the applicant be a public agency with primary responsibility for flood emergency response.

The grant application to DWR was submitted on April 5, 2013 with a commitment to implement the new system ahead of the 2013/2014 rainy season. The SFC MAC was also created at this time. The grant was awarded, and working with Palo Alto and hydrologists from SCVWD, the SFCJPA released an RFP for a specialized consultant to assist with design and installation of the system. The consultant team of Balance Hydrologics, and OneRain Inc., was awarded the contract. The work done under this contract installed new rain gauges in the upper watershed, incorporated stream flow data from existing flow gauges owned and operated by Stanford University, and created our Contrail website, which displays the real time readings of the system of integrated gauges. Because of the high variability of rainfall intensity throughout the upper watershed, the new rain gauges were installed to have a representative instantaneous data set during storm events. Prior to the installation of these new rain gauges, we relied on a single gauge located at the south-western corner of the watershed.

The Flood Early Warning System does not rely on weather predictions. Instead, the system directly measures rainfall and water levels in streams to provide close to real-time indicators of potential downstream flooding.

### **Design and Function of the Early Warning System**

The Contrail website is our “behind the scenes” operation and is used to inform emergency response personnel during events. Staff from the SFCJPA, SCVWD and the Cities of Palo Alto, East Palo Alto and Menlo Park monitor the system during large storms and convene hourly (or more frequently if needed) to develop coordinated messages to inform the emergency response members of the SFC MAC, who ultimately use the information as one of the many tools relied upon to make decisions about mobilization of assets and potential response needs.

The second part of the early warning system is the public interface page. This page was created by a separate consultant that is not part of the Balance/OneRain team and was not paid by the DWR grant. On this page, members of the public can view existing conditions at select places along the creek, sign up for alert notifications, or report a problem they have seen on the creek. It features a series of circles that appear green when flow is below flood watch thresholds. The circles operate independently. Circles turning yellow indicate there is a flood watch (in-channel flow is over 60% capacity in most cases) and appear red when there is a flood warning (flow is over 90% capacity in most cases). There is also a feature that shows an outline of the likely floodplain resulting from a breakout at the location where the flood watch or flood warning goes into effect.

## **Cost and Time Commitment**

The SFCJPA typically budgets \$28,000 over a two-year period for inspection and maintenance of the “behind the scenes” Conrail system. Actualized costs have trended below that budgeted amount for the five years that the system has been in operation. The SFCJPA has spent \$5,034 on maintenance of the Conrail system in 2020, and a total of \$35,326 since 2015. The present two-year contract is nearing its renewal.

In 2019 it was proposed that the original Joint Powers Agreement be amended to more accurately reflect the current operations of the SFCJPA. A minor amendment was passed in March 2020 to recognize the change in San Mateo County representation in the SFCJPA from the San Mateo County Flood Control District to the San Mateo County Flood and Sea Level Rise Resiliency District. Additional proposed changes included replacing the original stated purpose with regards to emergency response with “Provide emergency response agencies, other agencies, and the general public with regional information that enhances their ability to communicate about and respond to threats.” This proposed change has not yet been made.

## **Other Flood Prediction and Warning Systems**

Similar flood warning systems are used in California (including Sacramento, Sonoma, Monterey, Napa and Alameda Counties) and nationwide (notably Denver and Houston). Some entities do not share the watershed level information with the public, but most, like the SFCJPA do. Public information sharing includes appropriate disclaimer language, limiting liability.

Our system is not unique, although the SFCJPA was recognized for the cross-jurisdictional data collection and sharing.

In 2019, our partner in San Mateo County Flood and Sea Level Rise District re-established a dormant a monitoring system. We share our sensor data with San Mateo County Flood and Sea Level Rise District, Stanford University, the City of Palo Alto and with Valley Water.

## **Benefits, Risks and Roles**

The benefits of the monitoring system include providing local emergency responders and interested community members with real-time potential stream flooding information. Information from the rain gauges and stream flow measurements helps San Mateo County, Stanford University and the Santa Clara Valley Water District validate their hydrological models, manage stormwater, and better understand the dynamic nature of the San Francisquito Creek watershed.

Risks inherent in the system are that without such a system, there is less real-time information to support emergency response decision-making. Conversely, no system is guaranteed to be free of break-downs, false readings or other failures. Caveats and disclaimers of public-facing information may be misconstrued or inadequate, exposing the SFCJPA to possible legal action.

The SFCJPA's role in creating and hosting the Flood Early Warning System exists because member agencies recognized a gap that needed filling. However, the SFCJPA is not itself an emergency response agency. If the system can be effectively hosted elsewhere, and if the data are still available to the SFCJPA and its constituent members, what is the specific benefit of the SFCJPA continuing to maintain this system?

**Recommendation**

The Board may elect to take an action at this meeting, though no specific action is being recommended by staff at this time.

## **Agenda Item 6B – Proposed Woodard & Curran Agreement**

### **Background:**

On October 14, 2020 the SFCJPA released a Request for Proposals from qualified individuals or firms to perform field investigations and a constructability and performance analysis for offline detention basins to supplement the built improvements downstream of Highway 101 and the planned bridge replacement and channel widening upstream of Highway 101. The offline detention basins were evaluated at a program level in the Final EIR for this project, certified by the SFCJPA Board in September 2019.

Proposals were to be submitted by November 11, 2020. A review panel consisting of SFCJPA and SCVWD staff was assembled to review the proposals and decide upon the best candidate. A consultant team lead by Woodard and Curran submitted a responsive and complete proposal and has been selected by the review panel. Contract negotiations with Woodard and Current have led to the attached Agreement and Scope of Work, which will meet the needs of the SFCJPA and our partners in evaluating the proposed upstream detention, at a cost not to exceed \$250,000. The SFCJPA FY 2020/2021 Operational Budget includes \$431,500 for this effort.

### **Recommended Action:**

Authorize the Executive Director to enter into a consultant contract with Woodard and Curran to perform field investigations and a constructability and performance analysis for offline detention basins to supplement built and planned flood protection features as part of the San Francisquito Creek Flood Protection, Ecosystem Restoration, and Recreation Project Upstream of Highway 101.

## **AGREEMENT FOR**

Field Investigations and Feasibility Analysis for Offline Detention Basins  
San Francisquito Creek Flood Protection, Ecosystem Restoration and Recreation Capital Project

THIS AGREEMENT is made as of December 17, 2020, by and between the San Francisquito Creek Joint Powers Authority, a body corporate and politic ("Authority"), and Woodard and Curran, Inc. A national corporation ("Consultant").

### **RECITALS**

A. The purpose of this Agreement is the development of work products related to feasibility level analysis of identified upstream detention sites in the San Francisquito Creek watershed.

B. Authority desires to utilize the services of Consultant as an independent contractor to provide Field Investigations and Feasibility Analysis for Offline Detention Basins San Francisquito Creek Flood Protection, Ecosystem Restoration and Recreation Capital Project to Authority.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### **1. Consultant's Services.**

A. Scope and Level of Services. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in Exhibit A attached hereto.

B. Time of Performance. The services shall be performed on a timely, regular basis in accordance with the Schedule of Performance attached hereto as Exhibit B.

C. Standard of Care. As a material inducement to Authority to enter into this Agreement, Consultant hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, and will perform the services to a standard of reasonable professional care.

D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Authority and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

#### **2. Term of Agreement.**

A. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been completed satisfactorily by Consultant unless earlier terminated pursuant to Section 13.

**3. Compensation.** Authority agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C. Authority also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$249,115.00 unless specifically approved in advance, in writing, by Authority.

**4. Representatives.**

A. Project Manager. Millicent Cowley-Crawford is hereby designated as the representative of Consultant authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Authority to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The Project Manager may not be changed by Consultant without the express written approval of Authority.

B. Contract Administrator. The Contract Administrator and Authority's representative shall be Kevin Murray or in his or her absence, an individual designated in writing by the Executive Director of Authority. If no Contract Administrator is so designated, the Executive Director shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Authority to the Contract Administrator. Unless otherwise specified herein, any approval of Authority required hereunder shall mean the approval of the Contract Administrator.

**5. Standard of Performance.** Consultant shall perform all work with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

**6. Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Authority without restriction or limitation upon its use or dissemination by Authority. The Authority agrees that the work provided by the Consultant is not intended or represented to be suitable for reuse by Authority or others on extensions of the work or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

**7. Status as Independent Contractor.** Consultant is, and shall at all times remain as to Authority, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Authority or otherwise act on behalf of Authority as an agent. Neither Authority nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Authority. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Authority harmless from any and all taxes, assessments, penalties, and interest asserted against Authority by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Authority harmless from any failure of Consultant to comply with applicable worker's compensation laws. Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Authority from

Consultant as a result of Consultant's failure to promptly pay to Authority any reimbursement or indemnification arising under this Section.

**Confidentiality.** Consultant, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of Authority. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement that are not generally known and which would appear to a reasonable person to be confidential, are deemed confidential and shall not be disclosed by Consultant without written authorization by Authority, except for Consultant's accounting purposes. Authority shall grant such authorization if disclosure is required by law. Upon request, all Authority data shall be returned to Authority upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**8. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Authority on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Authority.

**9. Indemnification.**

A. Consultant shall, hold harmless and indemnify the Authority, its Board members, officers, employees, and agents, its constituent local public entities, and its constituent members' respective officers, employees, and agents (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including defense costs, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, to the extent actually resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Authority does not, and shall not, waive any rights that they may possess against Consultant because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

C. Neither party shall be responsible or liable to the other for special, indirect, or consequential damages. The total aggregate liability of the Consultant to the Client or anyone claiming through the Client for any and all claims whatsoever arising out of this Agreement shall not exceed the total applicable insurance proceeds paid to Consultant by its insurers up to the amount of the specified insurance policy limits set forth in this Agreement, or \$1,000,000 (one-million dollars), whichever is greater.



## 10. Insurance.

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its employees, agents, representatives, or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Limits of Insurance. Consultant shall maintain the following limits:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Any general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions. Except for Worker's Compensation insurance, any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority's Executive Director, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Authority, its officers, officials, employees and agents; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (4) Indemnitees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees and agents.
- (5) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Authority. Any insurance or self-insurance maintained by Authority shall be excess of Consultant's insurance and shall not contribute with it.
- (6) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to

Authority, their officers, employees, and agents.

- (7) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (8) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after 30 days prior written notice by certified mail, return receipt requested, has been given to Authority.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless waived by Authority's Risk Manager.

G. **Verification of Coverage.** Consultant shall furnish Authority with original endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by Authority. All endorsements are to be received and approved by Authority before work commences.

H. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**11. Cooperation.** In the event any claim or action is brought against Authority relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Authority might require.

**12. Termination.** Authority shall have the right to terminate the services of Consultant at any time or for any reason on 5 calendar days written notice to Consultant. In the event this Agreement is terminated by Authority, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect, and Consultant shall have no other claim against Authority by reason of such termination, including, but not limited to, any claim for compensation.

**13. Suspension.** Authority may, in writing, order Consultant to suspend all or any part of the Consultant's services under this Agreement for the convenience of Authority or for work stoppages beyond the control of Authority or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

**14. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, certified and postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Authority:

San Francisquito Creek Joint Powers Authority  
2100 Geng Road, Suite 210  
Palo Alto, CA 94303  
Attention: Kevin Murray

Consultant:

Woodard and Curran  
101 Montgomery Street, Suite 1850  
San Francisco, CA 94104  
Attention: Millicent Cowley-Crawford

**15. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**16. Assignability; Subcontracting.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Authority, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**17. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

**18. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Authority of any payment to Consultant constitute or be construed as a waiver by Authority of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by Authority shall in no way impair or prejudice any right or remedy available to Authority with regard to such breach or default.

**19. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be San Mateo County or Santa Clara County.

**20. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement.

**21. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Authority and Consultant. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“Authority”

“Consultant”

ATTEST:

By: \_\_\_\_\_  
Gary Kremen, Authority Chair

By: \_\_\_\_\_

By: \_\_\_\_\_  
Margaret Bruce, Executive Director

By: \_\_\_\_\_

# EXHIBIT A

## San Francisquito Creek Joint Powers Authority Field Investigations & Feasibility Analysis for Offline Detention Basins

### Scope of Work *December 2020*

#### **TASK 1: PROJECT MANAGEMENT**

Under this task, Woodard & Curran will manage the project, including tracking and managing project budget and schedule. Woodard & Curran's project manager will be responsible for providing overall project management and maintaining effective communication with SFCJPA's project team. To support this, this task includes up to twelve (12) half hour long monthly check-in calls with JPA staff and Woodard & Curran's project manager and deputy project manager. For these check-in calls, Woodard & Curran will prepare a meeting agenda, action items, and meeting notes in consultation with the JPA project manager.

In addition, for the kickoff meeting, an initial information request will also be prepared and shared with the SFCJPA project manager. It is anticipated that information requested will include environmental documents, memos, data, plans and policies, and other information relevant to the project. Such information may include: the Northwest Information Center research data and archaeological reports from the 2019 Environmental Impact Report (EIR); additional hazards and hazardous materials assessments of the properties involved; CEQA / NEPA documents for similar facilities in the vicinity and/or other projects on the properties involved; biological or cultural resource studies, data and report information specific to the project vicinity; engineering reports for the project area; other mapping, reports and documentation of special status species in the vicinity of the project site; and planning documents by the affected jurisdiction(s), including relevant General Plans, Project Plans and/or Master Plans.

This task also includes preparing monthly invoices and progress reports that will summarize the work performed during the month, work anticipated to be completed in the next month, and statements of schedule and budget status.

#### ***Assumptions:***

- Meetings will be conducted virtually.

#### ***Electronic Deliverables:***

1. Preliminary data request for kickoff meeting
2. Meeting agendas and materials will be provided prior to each monthly check in call
3. Summary notes and action items will be provided following each check-in call
4. Monthly invoices, progress reports, and project schedule updates

#### **TASK 2: SITE RECONNAISSANCE & REVIEW EXISTING BACKGROUND INFORMATION**

Under this task, the Woodard & Curran Team will begin by updating the data request list reviewed at the kickoff meeting with any additional materials to be requested from project stakeholders. The Woodard & Curran Team will use this information to prepare for and attend one (1) virtual meeting with Stanford University and the SFCJPA to discuss the project objectives, constraints, and the preliminary data

## EXHIBIT A

collection effort completed. Additional data will be requested from Stanford, as needed. After the meeting, Woodard & Curran will finalize the data request and begin reviewing collected information.

As part of this task, Team member CE&G will prepare a geotechnical background Technical Memorandum documenting any available geologic mapping and groundwater data available, any drill rig access issues, and key geologic and geomorphic features. Woodard & Curran, with input from Anchor QEA will review the available existing hydrologic and hydraulic modeling of the watershed and the general potential for sediment transport impacts to project feasibility at the intakes and within the basins. In addition, team member Cross Land Surveying will identify available survey data sets to determine the potential extent of survey that would be needed during field work.

While reviewing collected background information, Woodard & Curran will join the SFCJPA and Stanford University for up to two (2) days of site reconnaissance field visits to develop an understanding of the project concept, site conditions, and potential constraints. Each of the site reconnaissance survey team members will be evaluating the project site for resources within their area of specialty that could be impacted by the proposed project or which could otherwise pose constraints to the design and implementation of the project. The fish and wildlife biologists will be assessing the potential for on-site presence of special-status wildlife species' habitat. During the reconnaissance survey, a qualified professional archaeologist will inspect the ground surface and river banks for exposed archaeological deposits, assess the landscape for its potential to contain buried as-yet undocumented archaeological resources, and document any above-ground structures within the project site that appear to be greater than 45 years old. The project manager and CEQA/NEPA advisor will conduct an overall evaluation of site constraints and identifying issues of potential concern that may need further identification or evaluation, or avoidance measures as they pertain to project design, feasibility, and the environmental process. The purpose of the Site Reconnaissance is to confirm the needed information to develop the data gaps memorandum in Task 3 and work plans for field investigations in Task 4.1. If needed, Woodard & Curran may request additional documents or information after the site reconnaissance.

### ***Assumptions:***

- It is assumed that SFCJPA will schedule and lead the site reconnaissance visits and meeting with Stanford
- It is assumed that site reconnaissance will be limited to two 8-hour days
- Focused surveys for biological resources are not included
- SFCJPA will provide Woodard & Curran with all background information and documents requested.

### ***Electronic Deliverables:***

1. Data request list
2. Final reference List
3. Copies of documentation collected
4. Meeting agenda and summary
5. Geotechnical background technical memorandum

### **TASK 3: DATA GAPS MEMORANDUM**

Based on the information collected and the site reconnaissance visits in Task 2, the Woodard & Curran Team will prepare Technical Memorandum #1 – Additional Data or Studies Required. The TM will briefly summarize the data collected in Task 2 and identify any additional information required to ascertain

# EXHIBIT A

project feasibility and/or recommended to prepare for a future project EIR. The TM will lay the foundation for preparing the Field Investigation Plan in Task 4.1. Woodard & Curran will prepare a draft memorandum for SFCJPA review. Based on comments from SFCJPA, Woodard & Curran will finalize TM #1.

## ***Assumptions:***

- SFCJPA will prepare one set of consolidated, conflict-free comments within 2 weeks of receiving the draft Technical Memorandum.
- Should additional data be needed to prepare the deliverables under this contract that would not be collected as part of the scope, Woodard & Curran will work with the SFCJPA to determine the path forward.

## ***Electronic Deliverables:***

1. Draft and Final Technical Memorandum #1 - Additional Data or Studies Required

## **TASK 4: FIELD INVESTIGATIONS**

Under Task 4 the Woodard & Curran Team will develop a plan and oversee field investigations to fill data gaps identified under Task 3.

### **Task 4.1: Prepare Field Investigation Plan**

Based on the data requirements identified in Task 3, Woodard & Curran will develop Technical Memorandum #2 – Field Investigation Plan. The Field Investigation Plan will identify the investigations to be undertaken and may include geotechnical investigations, groundwater assessments, topographic surveys, investigations of access and road conditions, or other data collection activities. The purpose of the Plan is to identify the field investigations necessary to assess the constructability and performance of the project elements and to outline a preliminary schedule to complete the investigations. General recommendations for future field work to prepare for a project EIR may also be made, as needed. Woodard & Curran will prepare a draft memorandum for SFCJPA review and, based on comments from SFCJPA, finalize TM #2.

## ***Assumptions:***

- SFCJPA will prepare one set of consolidated, conflict-free comments within 2 weeks of receiving the draft Technical Memorandum.

## ***Electronic Deliverables:***

1. Draft and Final Technical Memorandum #2 - Field Investigation Plan

### **Task 4.2: Conduct Field Investigations**

Under this task, Woodard & Curran will direct the investigations identified in the Field Investigation Plan. Because the investigations to be conducted will not be known until the Field Investigation Plan is prepared under Task 4.1, the scope under this task is budget limited. It is expected that, at a minimum, survey and geotechnical information will be needed. Team members Cal Engineering and Geology and Cross Land Surveying will prepare detailed scopes and fees for this work on request. Regardless of the field investigations completed, Woodard & Curran will prepare Technical Memorandum #3 – Summary of Field Work Results, which will summarize the field investigations and the data collected. Woodard & Curran will prepare a draft memorandum for SFCJPA review. Based on comments from SFCJPA, Woodard & Curran will finalize TM #3.

# EXHIBIT A

## **Assumptions:**

- Woodard & Curran has assumed a cost of \$44,598 for field investigations which will be refined once the needs are identified.
- Any impact to the project schedule from field investigations may result in an extension of the project and budget.
- SFCJPA will prepare one set of consolidated, conflict-free comments within 2 weeks of receiving the draft Technical Memorandum.

## **Electronic Deliverables:**

1. Draft and Final Technical Memorandum #3 – Summary of Field Work Results

## **TASK 5: PRELIMINARY ENGINEERING**

Under this task, the Woodard & Curran Team will identify a range of concepts to address the project success criteria such as:

- Hydraulic performance,
- Fish passage,
- Maximizing storage capacity,
- Minimizing impacts to cultural, biological resources
- Maintaining site access
- Constructability

Based on broad initial assumptions, Woodard & Curran will perform calculations to develop a single draft conceptual site layout for each basin. Hydraulic modeling obtained during Task 2 will be updated to reflect each initial site layout and assess project performance. The Woodard & Curran Team will identify any opportunities to better meet each project success criteria through alterations to the individual concepts (refinement or replacement with another concept to achieve the success criteria, as needed) and review the preliminary results of the analysis with SFCJPA. It is possible that even with a variety of concepts and configurations, a viable project configuration may not be identified for one or both basins. The Woodard & Curran Team will make this determination in collaboration with the SFCJPA Project Manager.

Regardless of the feasibility of the projects, the Woodard & Curran Team will prepare Technical Memorandum #4 – Statement on Constructability and Performance. The purpose of this brief TM is to explain the determination of the feasibility of constructing and operating the project. The TM will present a conceptual site layout for each basin, showing project features and pertinent dimensions, including those for inlet and outlet structures, that can likely be constructed and perform the function intended. If necessary, the site layout will note the location of any “fatal flaws” to help the reader understand the decisions made. The TM will also include recommendations on potential operations and maintenance requirements and further analysis or information recommended to prepare for a project EIR. If it is determined that a constructible and functional design is not achievable due to site conditions, constraints, or other factors, the TM will make such a statement. The Woodard & Curran Team will prepare a draft memorandum for SFCJPA review and, based on comments from SFCJPA, finalize TM #4.

## **Assumptions:**

- Up to 3 pages of preliminary drawings will include a site layout conceptual plan for each basin and typical sections at no more than a 10% level of design.



## EXHIBIT A

- Woodard & Curran will evaluate a maximum of 2 concept refinements for each of the 2 basin locations.
- SFCJPA will prepare one set of consolidated, conflict-free comments within 2 weeks of receiving the draft Technical Memorandum.

### ***Electronic Deliverables:***

1. Hydrologic and hydraulic model files
2. Draft and Final Technical Memorandum #4 – Statement on Constructability and Performance, including preliminary concept layout and typical sections of project features

### **TASK 6: AREA OF POTENTIAL EFFECT (OPTIONAL)**

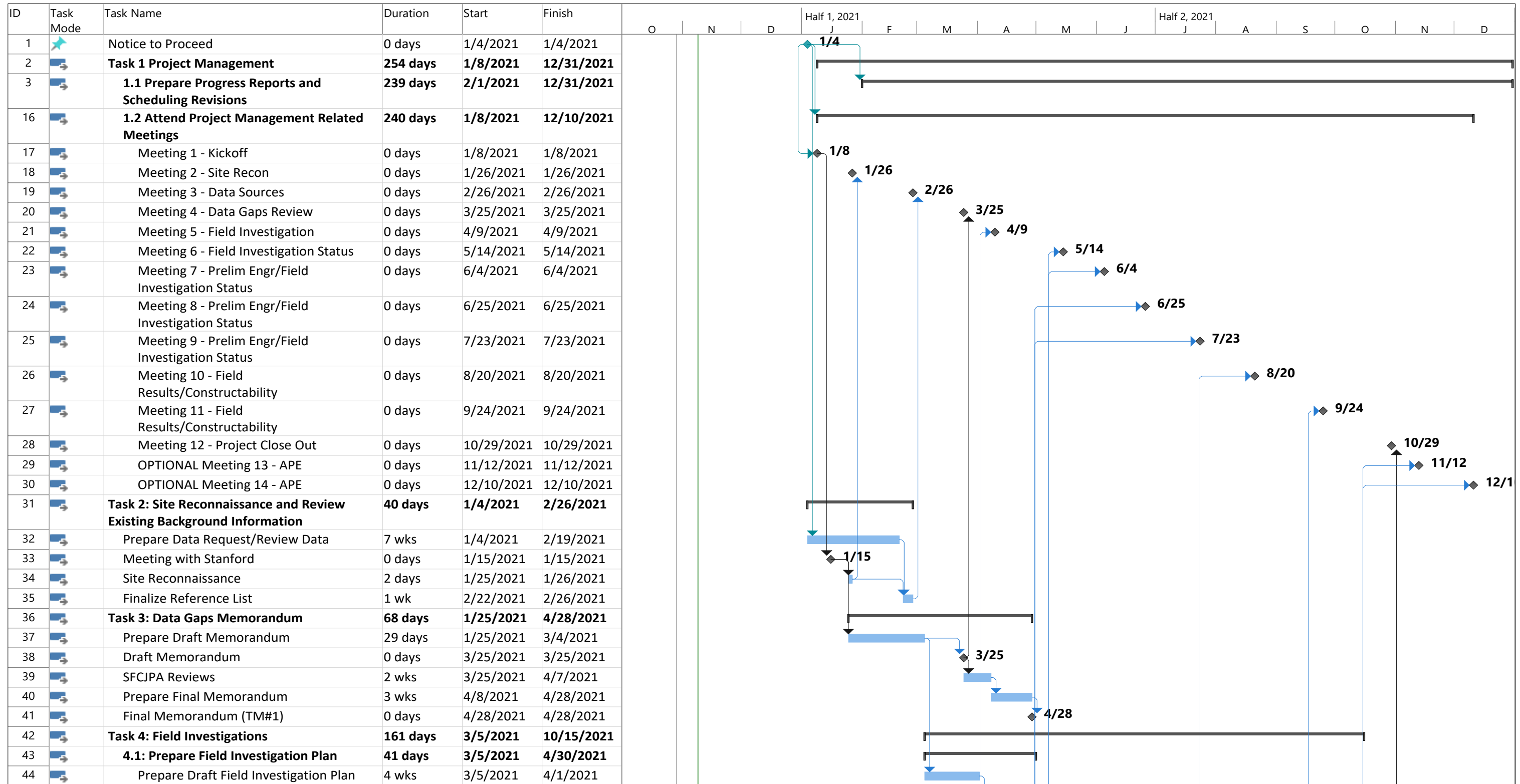
In anticipation of the need to comply with the National Historic Preservation Act of 1966, should it be determined that a constructible and effective design for upstream detention is identified, the SFCJPA may authorize this optional task. Under this task, the Woodard & Curran Team will draft an Area of Potential Effect (APE) map in GIS that follows the guidance established by 36 CFR 800 in accordance with Section 106 of the National Historic Preservation Act; as well as in accordance with the guidelines established for the U.S. Army Corps of Engineers established in 36 CFR 325 Appendix C. The APE will also meet the requirements for a historical resources study area under the California Environmental Quality Act. Based on a single set of conflict-free comments from SFCJPA, the APE map will be finalized.

### ***Assumptions:***

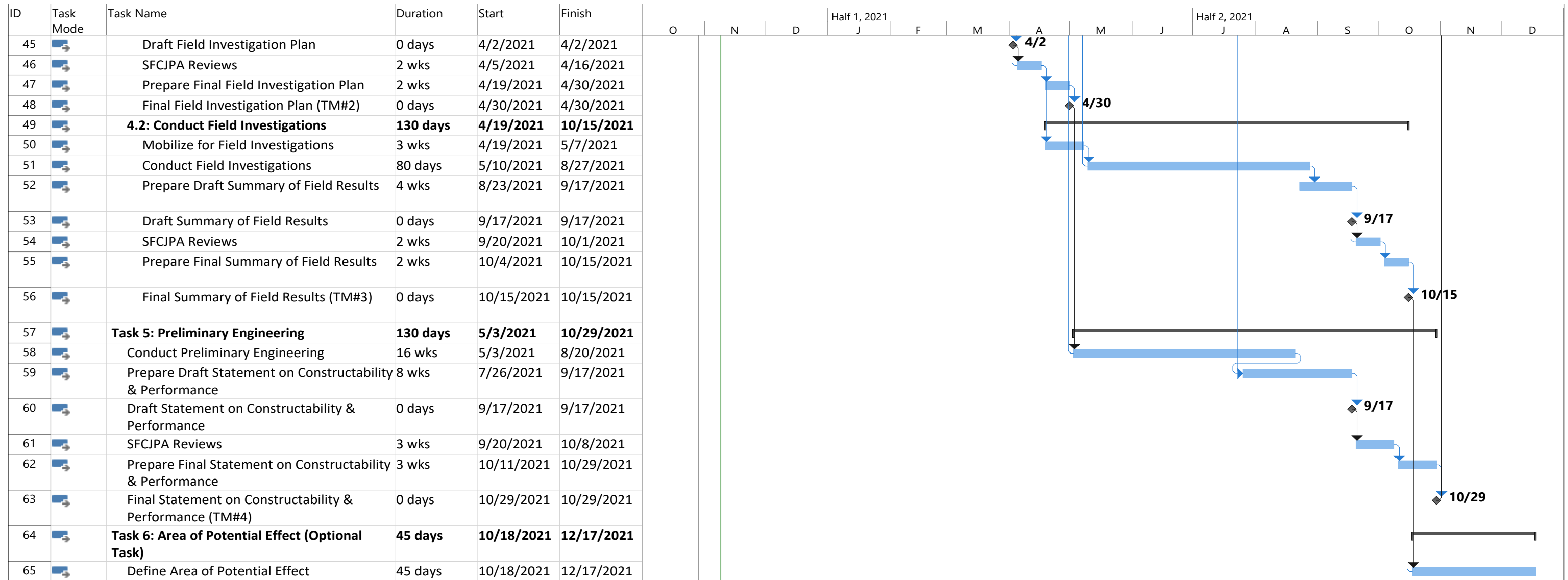
- The APE will be broad enough to allow sufficient room for construction activities while also avoiding, to the extent possible, known cultural resources.
- Work can be done concurrently with preliminary engineering to allow for coordination between the two teams.
- One draft of the Area of Potential Effects map will be required. ICF will address comments on the draft map and prepare the final.
- The study area will not change after the final Area of Potential Effects map has been prepared.
- The draft and final Area of Potential Effects maps will be provided in electronic format.

### ***Deliverables:***

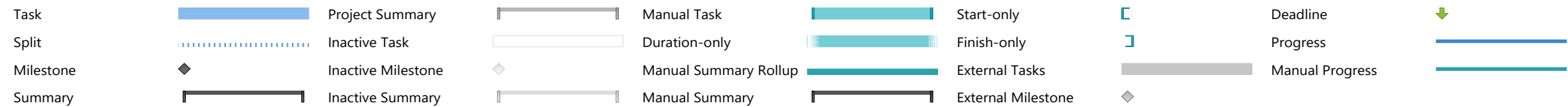
1. Draft and final APE boundary delineation in GIS shapefile format



Project: SFCJPA - San Francisco Date: 11/9/2020	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Project: SFCJPA - San Francisco  
Date: 11/9/2020





San Francisco Creek Flood Protection, Ecosystem Restoration, and Recreation Project

Tasks	Labor							Total Hours	Total Labor Costs (1)	Sub Consultant Total Hours (See Below)	Sub Consultant Total Cost (See Below)	Total ODCs (3)	Total Fee
	Principal in Charge	Project Manager	Deputy Project Manager	Civil Lead	Engineer	Hydraulic Lead	Admin						
	Kathleen Higgins	Millicent Cowley-Crawford	Katie Cole	Greg Sands	Katie Howes	Tim Harrison	Joanne Johnson						
	\$315	\$289	\$249	\$249	\$198	\$273	\$116						
<b>Task 1: Project Administration</b>													
1.1 Prepare Progress Reports and Scheduling Revisions		6	6		12		12	36	\$6,999	21	\$4,433	\$0	\$11,432
1.2 Attend Project Management Related Meetings	4	27	18	10	8	10	1	78	\$20,471	17	\$4,065	\$0	\$24,536
Subtotal Task 1:	4	33	24	10	20	10	13	114	\$27,470	38	\$8,498	\$0	\$35,968
<b>Task 2: Site Reconnaissance and Review Existing Information</b>													
2.1 Site Reconnaissance and Review Existing Information		6	4	10	20	8		48	\$11,362	187	\$37,036	\$1,663	\$50,061
Subtotal Task 2:	0	6	4	10	20	8	0	48	\$11,362	187	\$37,036	\$1,663	\$50,061
<b>Task 3: Data Gaps Memorandum</b>													
3.1 Data Gaps Memorandum	1	12	2	2	20	2		39	\$9,281	173	\$30,589	\$0	\$39,870
Subtotal Task 3:	1	12	2	2	20	2	0	39	\$9,281	173	\$30,589	\$0	\$39,870
<b>Task 4: Field Investigations</b>													
4.1 Prepare Field Investigation Plan	1	2		4	12	4		23	\$5,355	0	\$0	\$0	\$5,355
4.2 Conduct Field Investigations		2	2	4				8	\$2,074	0	\$0	\$44,598	\$46,672
Subtotal Task 4:	1	4	2	8	12	4	0	31	\$7,428	0	\$0	\$44,598	\$52,026
<b>Task 5: Preliminary Engineering</b>													
5.1 Preliminary Engineering	4	50	6	50	80	44		234	\$57,499	44	\$10,655	\$0	\$68,154
Subtotal Task 5:	4	50	6	50	80	44	0	234	\$57,499	44	\$10,655	\$0	\$68,154
TOTAL	10	105	38	80	152	68	13	466	\$113,040	442	\$86,778	\$46,261	\$246,079
<b>Task 6: Area of Potential Effect (Optional Task)</b>													
6.1 Area of Potential Effect	1	2	2					5	\$1,392	9	\$1,645	\$0	\$3,037
Subtotal Optional Task 6:	1	2	2	0	0	0	0	5	\$1,392	9	\$1,645	\$0	\$3,037
TOTAL with Optional Task	11	107	40	80	152	68	13	471	\$114,431	451	\$88,423	\$46,261	\$249,115

Sub Consultant Hours and Fees

Tasks	Fisheries	CEQA/NEPA QA/QC	Senior Fish Biologist	Wildlife/Plant Biologist	Archaeological Continuity	GIS Support	Editor	Publication Specialist	Cultural Resource Lead	Cultural Resource Support	GIS Support	Publication Specialist	Principal Engineer	Staff Geomorph	Principal Geotech	Associate Engineer	Project Geologist	GIS Support	Project Assistant	Land Surveyor	Sub Consultant Total Hours	Sub Consultant Total Cost (2)
	ICF - Kevin MacKay	ICF - Aaron Carter	ICF - Donna Maniscalco	ICF - Ross Wilming	ICF - Tait Elder	ICF - William Parker	ICF - TBD	ICF - TBD	Basin - Colin Busby	Basin - Research Scientist	Basin - GIS	Basin - Admin	Anchor - MacWilliams	Anchor Staff	CE&G - Dan Peluso	CE&G - Paul Scorci	CE&G - Kevin Loeb	CE&G - Staff	CE&G - Staff	Cross Land - Kristy Comerer		
	\$265	\$215	\$175	\$160	\$215	\$160	\$115	\$95	\$155	\$141	\$99	\$72	\$350	\$169	\$245	\$220	\$165	\$145	\$100	\$135		
<b>Task 1: Project Administration</b>																						
1.1 Prepare Progress Reports and Scheduling Revisions		6							4				1		2	4				4	21	\$4,433
1.2 Attend Project Management Related Meetings		9														8					17	\$4,065
Subtotal Task 1:	0	15	0	0	0	0	0	0	4	0	0	0	1	0	2	12	0	0	4	0	38	\$8,498
<b>Task 2: Site Reconnaissance and Review Existing Information</b>																						
2.1 Site Reconnaissance and Review Existing Information	4	32	36	36	2	6			8		8		2	3	4	14	22			10	187	\$37,036
Subtotal Task 2:	4	32	36	36	2	6	0	0	8	0	8	0	2	3	4	14	22	0	0	10	187	\$37,036
<b>Task 3: Data Gaps Memorandum</b>																						
3.1 Data Gaps Memorandum	2	8	4	28	1	12	8	8	24	8	16	2	3	8	3	12	22	4			173	\$30,589
Subtotal Task 3:	2	8	4	28	1	12	8	8	24	8	16	2	3	8	3	12	22	4	0	0	173	\$30,589
<b>Task 4: Field Investigations</b>																						
4.1 Prepare Field Investigation Plan																					0	\$0
4.2 Conduct Field Investigations																					0	\$0
Subtotal Task 4:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
<b>Task 5: Preliminary Engineering</b>																						
5.1 Preliminary Engineering													12	24		2	6				44	\$10,655
Subtotal Task 5:	0	0	0	0	0	0	0	0	0	0	0	0	12	24	0	2	6	0	0	0	44	\$10,655
TOTAL	6	55	40	64	3	18	8	8	36	8	24	2	18	35	9	40	50	4	4	10	442	\$86,778
<b>Task 6: Area of Potential Effect (Optional Task)</b>																						
6.1 Area of Potential Effect		1				8															9	\$1,645
Subtotal Optional Task 6:	0	1	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	\$1,645
TOTAL with Optional Task	6	56	40	64	3	26	8	8	36	8	24	2	18	35	9	40	50	4	4	10	451	\$88,423

- The individual hourly rates include salary, overhead and profit.
- Subconsultants will be billed at actual cost plus 10%.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
- W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.
- Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

RESOLUTION NUMBER 20-12-17  
**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN FRANCISQUITO CREEK  
JOINT POWERS AUTHORITY**

BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby authorizes the Executive Director to enter into a consultant agreement with Woodard and Curran for services to conduct Field Investigations and Feasibility Analysis for Offline Detention Basins in the upper watershed of San Francisquito Creek.

Approved and adopted on December 17, 2020, 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:

\_\_\_\_\_  
Vice Chairperson

Date: 12/17/2020

\_\_\_\_\_  
Chairperson

Date: 12/17/2020

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal

## **Agenda Item 6C - Three Year Rolling Workplan**

### **Background**

Creating a three-year rolling workplan provides the SFCJPA Board and the communities we serve a clearer picture of the priorities and activities of the organization. Tracking progress against the workplan objectives can help calibrate resource and coordination needs.

### **Discussion**

Staff and leadership have previously been successful in accomplishing the complex and multi-faceted objectives of project planning, coordination, design, permitting and implementation, as well as all of the organizational and administrative activities needed to maintain the organization. However, priorities and activities may not have been discussed with the board and community with intention.

We are providing this preliminary three year forward look at the organization's priorities and activities to seek the board's and community's input.

### **Recommendation**

Provide your input to and approve this rolling workplan.

## Agenda Item 6C - SFCJPA - Preliminary 3-year Rolling Workplan

	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Upstream</b>	<ul style="list-style-type: none"> <li>• Identify and confirm full funding for Upstream Projects:               <ul style="list-style-type: none"> <li>○ Seek and apply for grants, negotiate agency contributions, etc.</li> </ul> </li> <li>• Complete Property/ easement/access for Upstream work and/or work with V.W in this process</li> <li>• Explore additional property donations in strategic locations</li> <li>• Complete storm flow detention initial constructability evaluation to determine next steps</li> <li>• Permit submittals to regulatory agencies</li> <li>• ACOE coordination and CAP 205 process – continue</li> <li>• Engage/coordinate w/ Stanford</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Initiate and Complete Channel Widening Construction</li> <li>• Support PA Newell Bridge work as needed</li> <li>• Engage/coordinate w/ Stanford</li> <li>• Coordinate with ACOE Re-scope CAP 205 if needed</li> </ul>	<ul style="list-style-type: none"> <li>• Initiate and Complete Pope/Chaucer Construction</li> <li>• Engage/coordinate w/ Stanford</li> </ul>
<b>Flood Early Warning System</b>	<ul style="list-style-type: none"> <li>• Flood early warning system –Evaluate options and opportunities. Make plans accordingly.</li> <li>•</li> </ul>		
<b>Downstream</b>	<ul style="list-style-type: none"> <li>• Water Board approval of O&amp;M Manual</li> <li>• Mitigation Maintenance</li> <li>• Monitoring/Reporting</li> <li>• Install Interpretive Panels</li> </ul>	<ul style="list-style-type: none"> <li>• Mitigation Maintenance Monitoring/Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Mitigation Maintenance</li> <li>• Monitoring/Reporting</li> </ul>

	<ul style="list-style-type: none"> <li>• Ensure continued permit compliance including updating EcoAtlas</li> </ul>		<ul style="list-style-type: none"> <li>• Prepare Work Plan for 5- year Technical Report</li> </ul>
<b>100 Year Flood Protection</b>	<ul style="list-style-type: none"> <li>• Detention constructability evaluation</li> <li>• Regular coordination and communication with Stanford University</li> </ul>	<ul style="list-style-type: none"> <li>• Upstream detention 'next steps' (pending outcome of constructability evaluation).</li> <li>• Regular coordination and communication with Stanford University</li> </ul>	<ul style="list-style-type: none"> <li>• Regular coordination and communication with Stanford University</li> </ul>
<b>SAFER Bay</b>	<ul style="list-style-type: none"> <li>• Complete Phase 1 Geotechnical investigations and move forward with design and permitting using Department of Water Resources Grant funding (assumes approval of Amendment #2 First Quarter)</li> <li>• BRRIT permitting response and continued coordination</li> <li>• Apply for additional funding from Measure AA, FEMA BRIC and elsewhere.</li> <li>• Initiate Programmatic EIR by issuing Notice of Preparation 1<sup>st</sup> quarter and public outreach</li> <li>• Continued coordination with OneShoreline</li> <li>• Engage w/ MTC and CalTrans</li> <li>• Continue regular engagement w/ community organizations: Ravenswood Business Assoc., Acterra Resilient Communities, and Nuestra Casa, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• MOA with funding partners- by June 2021</li> <li>• Engineering Design and permitting</li> <li>• Initiate FEMA/HMGP Grant activities (tentative)</li> <li>• Draft Programmatic EIR and public meetings</li> <li>• Additional stakeholder engagement- (tribal and disadvantaged communities)</li> <li>• Continued coordination with OneShoreline</li> <li>• Engage w/ MTC and CalTrans</li> <li>• Engage w/ community organizations</li> </ul>	<ul style="list-style-type: none"> <li>• Complete programmatic EIR</li> <li>• Engineering design and permitting</li> <li>• Engage w/ MTC and CalTrans</li> <li>• Engage w/ community organizations</li> <li>• Potentially initiate Menlo Park FEMA BRIC grant work (if successful)</li> </ul>



	<ul style="list-style-type: none"> <li>Continued coordination with developers plans, attend Ravenswood Shores Business Development meetings</li> <li>Continued utility coordination (PGE EPASD) and others</li> <li>Continued Facebook coordination</li> <li>SAFER Phase 1 FEMA HMGP grant: MOA with partners for project and funding management</li> <li>Update SediMatch needs for suitable import, investigation potential storage areas</li> </ul>		
<b>Finance</b>	<ul style="list-style-type: none"> <li>Bring audits up-to-date</li> <li>Upcoming FY Budget, with a 'look ahead' for future years.</li> <li>Transition to new banking services</li> </ul>	<ul style="list-style-type: none"> <li>Complete annual audit</li> <li>Budget, with a 'look ahead' for future years.</li> </ul>	<ul style="list-style-type: none"> <li>Complete annual audit</li> <li>Budget, with a 'look ahead' for future years.</li> </ul>
<b>Administration/ Organization</b>	<ul style="list-style-type: none"> <li>Reconcile, update, and ratify the JPA members agreement</li> <li>Business continuity planning and operationalizing</li> <li>Improve IT systems for efficiency, business continuity, etc.</li> <li>Create an "SFCJPA Board Handbook"</li> <li>Implement DocuSign for board and staff signatures</li> <li>Initiate volunteer program</li> <li>Scan and digitize historical hard-copy documents</li> <li>Prepare for CSDA's Transparency Certificate of Excellence</li> </ul>	<ul style="list-style-type: none"> <li>Explore funding for internship stipends/provisionally, develop internship program</li> <li>Apply for CSDA's Transparency Certificate of Excellence</li> <li>Review all organization policies, update as necessary.</li> <li>Annual review and update of Comprehensive Plan</li> </ul>	<ul style="list-style-type: none"> <li>Review all organization policies, update as necessary.</li> <li>Annual review and update of Comprehensive Plan</li> </ul>

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<b>Communications</b>	<ul style="list-style-type: none"> <li>Website – continue to improve, expand catalogue of posted documents and recordings.</li> <li>Video Tours of Upstream, SAFER (including securing funding and production assistance)</li> <li>Quarterly newsletter</li> <li>SFC and SAFER Tours (ad hoc)</li> <li>Expand contacts database</li> <li>Project updates / community outreach</li> <li>Board meeting/community outreach (expand list)</li> <li>At least one webinar on SFC ‘general interest’ and/or SAFER</li> </ul>	<ul style="list-style-type: none"> <li>Website – continue to improve</li> <li>Quarterly newsletter</li> <li>SFC and SAFER Tours</li> <li>Expand contacts database</li> <li>Project updates / community outreach</li> <li>Board meeting/community outreach (expand list)</li> <li>Tours of SFC and SAFER (ad hoc)</li> <li>At least one webinar on SFC and/or SAFER</li> </ul>	<ul style="list-style-type: none"> <li>Website – continue to improve</li> <li>Quarterly newsletter</li> <li>SFC and SAFER Tours</li> <li>Expand contacts database</li> <li>Project updates / community outreach</li> <li>Board meeting/community outreach (expand list)</li> <li>Tours of SFC and SAFER (ad hoc)</li> <li>At least one webinar on SFC and/or SAFER</li> </ul>
<b>Professional Development</b>	<ul style="list-style-type: none"> <li>CSDA webinars</li> <li>UC Extension course(s) on CEQA</li> <li>Webinars on Smartsheet project management tool(s)</li> <li>CRAM updates</li> <li>Regulatory updates</li> </ul>	<ul style="list-style-type: none"> <li>CSDA and other webinar resources</li> <li>Regulatory updates</li> </ul>	<ul style="list-style-type: none"> <li>Professional certifications updates</li> </ul>

## **Agenda Item 6D – Proposed SFCJPA Newsletter**

### **Background**

I propose to create a newsletter (on an approximate quarterly basis) that will briefly convey the purpose and work progress of the SFCJPA and the community and ecosystem benefits our project provide. The target audience for this newsletter includes:

- Local elected officials and their staff
- Member agency staff
- Community group representatives
- Community residents
- Regulatory agency representatives

The benefits of providing brief, targeted information about the SFCJPA to these stakeholders include:

- Cultivating awareness of the SFCJPA's role and scope, and support for the work of the organization among community members
- Providing a venue to describe the benefits to the community of the SFCJPA's work
- Engaging community members in the SFCJPA by enlisting their participation in volunteer activities
- Providing board members with an opportunity to communicate to their constituents

### **Time and Cost**

The staff time required for this quarterly newsletter will be approximately 6 hours/quarter. The newsletter email tool contemplated for use ("MailerLite") is free for distributions of 1000 or fewer. Our distribution list is anticipated to remain far below that number. Our distribution will abide by all necessary anti-spam "opt out" requirements.

### **Schedule**

Quarterly distribution is envisioned for Winter (December/January), Spring (March/April), Summer (June/July) and Fall (September/October).

### **Board Action**

Provide input on a proposed newsletter, and if appropriate, direct staff to establish the SFCJPA newsletter as a regular activity.



## San Francisquito Creek Joint Powers Authority (SFCJPA)

# SFCJPA Winter 2021 Newsletter

Mitigating Flood Risks. Protecting a Shared Natural Treasure.



Hello San Francisquito Creek neighbors and community members.

Welcome to the first edition of the San Francisquito Creek Joint Powers Authority quarterly newsletter. We will feature timely information, updates on our flood risk mitigation projects, and background information about the San Francisquito Creek watershed.

If you have any comments or suggestions about the newsletter, please contact the executive director, Margaret Bruce, at [mbruce@sfcjpa.org](mailto:mbruce@sfcjpa.org).

Best regards,

# Be Flood Aware and Prepare

Even if we are anticipating a drier than normal winter, intense storms and high flows in the creek are possible. Its always a good idea to consider what you would do if the creek floods.

## **Know the landscape -**

Know where your home or business is in relation to the creek and areas that are at risk for flooding.

## **Create a plan -**

Know how you can protect your home and property ahead of a flood.

(add a link to sandbag locations web map)

Know at least two ways out of your neighborhood if an evacuation is ordered.

## **Sign up for local emergency alerts -**

For Palo Alto/Santa Clara County residents: [AlertSCC | Santa Clara County](#).  
([sccgov.org](#)).

For East Palo Alto, Menlo Park and San Mateo County residents: [SMCAAlert | OES](#)  
([smcsheriff.com](#)).

## **Are you covered? -**

Make sure your homeowner's or renter's insurance provides adequate coverage.

# SFCJPA Project Updates

## **SAFER Bay**

The Strategy to Advance Flood protection, Ecosystems and Recreation along the San Francisco Bay (SAFER Bay) Project will protect people, property and infrastructure from flooding from Bay tides and projected sea level rise through engineered and natural features that benefit our shoreline ecosystem and provide enhanced recreational opportunities. The SAFER Bay project extends from the norther border of Menlo Park to the southern edge of East Palo Alto, where the San Francisquito Creek enters the Bay.

The SAFER Bay Project has the same design criteria as our Downstream project and will protect against a sea level increase of up to ten feet above today's daily high tide. This is equal to a 100-year (1%) water and wave event with three feet of Sea Level Rise (SLR) with a margin of safety known as freeboard. The SAFER Bay Project is a collaboration of federal, state, local and private entities.

## **Upstream**

The Upstream project includes work in and along the San Francisquito Creek from Highway 101, upstream to Pope-Chaucer Bridge. There are two types of work being planned, bridge replacements and channel widening.

#### Newell Bridge

- Newell bridge is the next part of the project. The bridge creates a constriction that makes high water pile up behind it, leading to bank overtopping further upstream. This bridge needs to be replaced before other upstream work happens. The City of Palo Alto and CalTrans are leading the design, engineering, and construction of this project element. Construction is anticipated to begin in 2022.

#### Channel Widening

- Five areas along the creek will be widened to expand channel capacity and, where possible, restore more natural channel banks and streambed features. Most of the channel widening work will be done where the banks are already encased in concrete. Where channel sides will not be natural, we are evaluating what types of engineered solutions work best in each place. Construction is anticipated to begin in 2022.

#### Pope-Chaucer Bridge

- Plans for the Pope-Chaucer bridge are nearing completion and are being presented to the City of Palo Alto's Architectural Review Board (ARB) at a study session on December 17, 2020 at 8:30 A.M. For information on the Palo Alto ARB meeting visit [\(insert link\)](#). Information will be presented, but no decisions will be made. The project will be discussed again at a Palo Alto ARB meeting in January.

Project plans will be presented to the City of Menlo Park in January (date tbd).

Project plans were presented to the City of East Palo Alto City Council on December 1.

Permits from the Regional Water Quality Control Board and other agencies will be submitted by March.

The Pope-Chaucer bridge demolition and construction is anticipated to begin in 2023.

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## The Creek in Winter

The steelhead have been waiting, circling in the shallows of the Bay, waiting for the winter rains to open their path upstream. Winter rains soak the ground. The streambed that has been dry all summer and fall starts to fill with muddy water, that trickles and then gushes out to the Bay. Water in the creek carries a unique combination of minerals and organic material. Fish that started their lives in this watershed remember the smell of home, even though they've spent years at sea. Coming back to spawn, the Steelhead make their way upstream. Strong winter storms can bring rushing torrents of muddy water. The

fish find shelter behind large boulders, old stumps, tree roots, and fallen logs. When the storms subside, they continue their upward journey into the shady streams in the hills to spawn. In the clear water, under the oaks and the redwood trees where water flows all year, the next generation of steelhead will be born. The fish will live in these sheltered waters for three years, eating bugs and growing big enough to make the spring journey downstream with adult fish, migrating back down to the Bay and to the ocean beyond. Unlike other anadromous fish, steelhead do not die after spawning, and can return to their natal streams to breed many times.

## Call for Volunteers

Do you know anyone with a few hours a week to spare, or a student with a community service requirement? We are looking for volunteers to help us with some easy, but important, tasks.

We need help with:

- Organizing historic hardcopy files
- Scanning and digitizing hardcopy files and documents
- Taking photographs of the East Palo Alto and Menlo Park shoreline, and the San Francisquito Creek (we will use these on our website, in our documents and newsletters, with proper attribution of the photographer)
- Uploading historical documents to the website
- Researching and inputting contact information to build the organization's contacts database
- Writing short guest columns for the quarterly newsletter on topics related to the natural and cultural history of the creek and shoreline.

Volunteers will get:

- A clear set of tasks, instruction, and guidance
- A clear goal and specific tasks for a defined period of time or deliverable
- If school credit is needed, a letter describing the work accomplished, as needed for school
- Acknowledgement at the JPA's board meetings
- Acknowledgement on the JPA's website
- Upon successful completion of tasks, a letter of recommendation or reference
- Plenty of social distance to complete their work in safety

Please contact Miyko Harris-Parker at 650/457-0943 or [mhparker@sfcjpa.org](mailto:mhparker@sfcjpa.org) if you are interested in volunteering.

We have included you in our distribution because you have

participated in one or more of our community meetings, your organization or community members may be impacted by the work of the SFCJPA, or you are directly involved in the SFCJPA's projects.

Please unsubscribe from at the link below if you do not wish to receive our quarterly newsletters.

## **San Francisquito Creek Joint Powers Authority**

2100 Geng Road, Suite 210, Palo Alto  
CA 94303 United States

[www.sfcjpa.org](http://www.sfcjpa.org)



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## 2021 Proposed Board Meeting Schedule

### Regular Board of Directors Meetings

Meetings are held monthly on Thursdays, beginning at 3:30 p.m.

#### **Board of Directors**

**Gary Kremen**

*Board Chair*

*Santa Clara Valley Water*

*District Board of Directors*

**Ruben Abrica**

*Board Vice-Chair*

*City of East Palo Alto*

*City Council Member*

**Alison Cormack**

*Board Member*

*City of Palo Alto*

*City Council Member*

**Drew Combs**

*Board Member*

*City of Menlo Park*

*City Council Member*

**Dave Pine**

*Board Member*

*County of San Mateo*

*Flood Protection and Sea*

*Level Rise Resiliency*

*Agency*

**Margaret Bruce**

*Executive Director*

**January 28, 2021**

**February 25, 2021**

**March 25, 2021**

**April 22, 2021**

**May 27, 2021**

**June 24, 2021**

**July 23, 2020**

**August 26, 2021**

**September 23, 2021**

**October 28, 2021**

**November 18, 2021**

**December 16, 2021**

#### **Recommendation:**

Approve 2021 Board Meeting Schedule