



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

Notice of Regular Meeting of the Board of Directors

Thursday, January 26, 2023

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.

You are invited to a Zoom meeting.

When: Jan 26, 2023, 03:30 PM Pacific Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZMvduyhqjwsGdRqSjEncwcmAFVePP-7TweS>

After registering, you will receive a confirmation email containing information about joining the meeting.

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

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF MEETING MINUTES December 15, 2022
4. PUBLIC COMMENT: *Individuals may speak on a non-agendized topic for up to three minutes.*
5. CONSENT AGENDA

A. Consider adopting Resolution 23-01-26-A to authorize public meetings to

750 Menlo Ave. Suite 250. Menlo Park, CA 94025
SFCJPA.ORG



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continue to be held via teleconferencing pursuant to Government Code Section 54953(e).

6. ACTION ITEMS

- A. Board reorganization – Board roles and Committee assignments
- B. Approve 2023 Regular Board Meeting Schedule

7. SPECIAL PRESENTATION BY STANFORD UNIVERSITY

8. INFORMATION ITEMS:

- A. DRAFT Second Amended Re-Stated SFCJPA Members Agreement. Review and discussion.
- B. Mid-Year Budget Report
- C. Executive Director's Report

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

10. 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 Monday December 20, 2023, at sfcjpa.org -- click on the "Meetings" tab near the top.

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Director Abrica called the meeting to order at 3:30 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 (Not present at roll call)
Director Pat Burt, City of Palo Alto
Director Dave Pine, San Mateo County Flood and Sea Level Rise Resiliency District

Alternate Present: Director Nai Hsueh, Santa Clara Valley Water District (Valley Water)

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

Legal Present: Trisha Ortiz

2) APPROVAL OF AGENDA

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

Roll call vote:
Director Abrica Aye
Director Burt Aye
Director Hsueh Aye
Director Pine Aye

Motion to approve the agenda passed 4-0.

Director Combs not present at time of vote.

3) APPROVAL OF MEETING MINUTES: November 17, 2022, Regular Meeting minutes

Director Combs arrived at 3:32 pm.

ACTION: Motion and second (Burt/Abrica) to approve November 17, 2022, Regular Meeting minutes, passed 4-0.

Roll call vote:
Director Abrica Aye
Director Burt Aye
Director Combs Aye
Director Hsueh Abstained
Director Pine Aye

Motion to approve November 17, 2022, Regular Meeting Minutes passed 4-0-1.

4) PUBLIC COMMENT

None.

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5) CONSENT AGENDA

Consider adopting Resolution 22-12-15-A to authorize public meetings to continue to be held via teleconferencing pursuant to Government Code Section 54953(e). Consider adopting Employee Handbook - 2022 Updates. Consider adopting Board Handbook – 2022 Updates

ACTION: Motion and second (Combs/Hsueh) to approve the Consent Agenda passed 5-0.

Roll call vote:

Director Abrica Aye

Director Combs Aye

Director Burt Aye

Director Hsueh Aye

Director Pine Aye

Motion to approve consent agenda passed 5-0.

6) STUDY SESSION ON SAFER BAY – Discussion and Possible Direction to Staff regarding SAFER Bay Project.

Executive Director Margaret Bruce provided a summary of the SAFER Bay project elements.

Director Abrica requested that staff provide the Board with a list of all property owners encompassing the shoreline project. Director Abrica also requested that staff provide the Board with a list of the different jurisdictions and entities involved in the shoreline project as well as the funding that has been allocated or will be allocated for SAFER Bay.

Director Pine commented that clearly defining the reaches of the SAFER Bay project would be helpful.

Director Burt commented on the need to clarify the responsibilities of each member agency for the SAFER Bay project.

Director Combs clarified that Santa Clara County taxpayers are not paying for any of the SAFER Bay projects except through their role as federal taxpayers for the federal funds that are received. Director Combs also explained that connection or involvement comes through the SFCJPA's programmatic management responsibilities in which Santa Clara County taxpayers contribute to the administration of the SFCJPA. Director Burt concurred with Director Comb's observation.

Senior Project Manager, Tess Byler, clarified that the entrance to Bedwell Bayfront Park is not included in the BRIC grant.

Pam D. Jones (written public comment submitted) requested that the Board provide direction to SFCJPA staff to include the relation of San Francisquito Creek to the bay and sea level rise. Ms. Jones expressed the importance of the SFCJPA increasing commitment to and for the SAFER Bay project as failure to do so will jeopardize funding and cause delays. Ms. Jones commented on the fact that sea-level rise is occurring at a greater rate than anticipated effects this will have on the Menlo Park communities of Belle Haven, Haven Avenue and East Palo Alto. Ms. Jones expressed the importance of outreach to these communities and developing a better understanding for each of the communities. Ms. Jones stated that it may be time for the SFCJPA to update the Vision and Mission Statements to reflect the work ahead.

Cade Cannedy, Program Manager and organizer of Climate Resilient Communities, asked Director

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Abrica as Chairperson of the Board to clarify the Board's position regarding the SAFER Bay project as it sounds as though the Board was questioning its commitment to the SAFER Bay project. Director Abrica responded saying that the work the SFCJPA does is very complex work. Director Abrica said that he does not see that anyone is questioning commitment to the project. Director Abrica explained that we are seeing a natural evolution in any project that involves several jurisdictions that have different authorities and with SAFER there is the addition of two big private organizations with Meta and PG&E as well as the community. Director Abrica said he is trying to prepare for the next phase of who is responsible for what and where is the money going to come from. Director Abrica said commented that this is a process and the SFCJPA is following the process developing the next steps.

Director Combs commented that there has not been any discussions of expanding the SFCJPA staffing, this is not a scenario by which participation in this project will lead to increased resource needs or funding.

Jeff Poetsch, Ravenswood Shores Business District representative, expressed the importance of the SFCJPA and the SAFER Bay project. Mr. Poetsch stated that it is important to move quickly, and he thanked the Board for recognizing the importance of the SAFER Bay project.

Jeff Schmidt, a resident of and a newly appointed Environmentally Quality Commissioner for the City of Menlo Park, commented on the importance of the community context of the SAFER Bay project. Mr. Schmidt expressed his hope that the Board continues to move forward with the SAFER Bay project expressing encouragement in ensuring the Belle Haven community receives support and protection.

Dave Halsing, South Bay Salt Ponds Project Manager, voiced support for the SAFER Bay project. Mr. Halsing voiced his appreciation of the SFCJPA staff and the SFCJPA consultants for collaborating with his project team and providing information regarding the project. Mr. Halsing encouraged the Board to move forward with the project as the communities need the protection.

Cade Cannedy, Program Manager and organizer of Climate Resilient Communities, thanked Director Abrica for the response to his previous question. Mr. Cannedy expressed support the SFCJPA continuing with the administration of the SAFER Bay project. Mr. Cannedy believes transferring the project to another agency would cause significant delays. Mr. Cannedy encouraged the Board to move forward with the SAFER Bay project sharing the concerns of the communities of Belle Haven and East Palo Alto residents that the project move forward reminding the those present that the SFCJPA was formed to address these issues at a watershed level which includes the Bayshore.

Cecilia Taylor, Menlo Park City Council representative of District 1 (Belle Haven neighborhood and Haven Avenue) and SFCJPA Alternate, thanked Ms. Bruce for the presentation and thanked those present for their comments and support of the project. Ms. Taylor thanked and encouraged the Board to move forward with the project and updating the Vision and Mission statement to reflect that work that is being done in the Bay shore.

Lisa Gauthier, City of East Palo Alto Mayor, One Shoreline Board representative and SFCJPA Alternate, expressed the importance of understanding how the public private partnerships will work with the new development, PG&E, and Meta/Facebook and how each will be a partner in the process.

Director Abrica expressed his appreciation of the discussion and reminded those present that these

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projects do take a while. Director Abrica reflected on the successful completion of the Bay-101 downstream project and the relief residents have been able to live with. Director Abrica expressed the SFCJPA Board members commitment to moving forward to protect the communities in the watershed.

Director Pine explained that One Shoreline was formed to address flooding, sea-level rise and coastal erosion along the entire San Mateo coast and San Mateo Bayshore. Director Pine explained that One Shoreline is not the project lead in every project within the district. Director Pine stated that One Shoreline's financial resources are very modest, though inheriting the San Mateo County Flood Control District, it collects limited taxes mostly from Colma Creek. Director Pine stated that is only a small portion of funds collected from the San Francisquito Creek which is allocated to paying the SFCJPA member contributions for One Shoreline. Director Pine explained that One Shoreline was looking to pursue a parcel tax that would have been a combined flood control and fire mitigation tax in the November election, but it was not the right time. Director Pine stated that One Shoreline does not have the capacity to take on SAFER Bay in the foreseeable future, but he is confident that One Shoreline will eventually have the financial capacity to take on a project like SAFER Bay. Director Pine stated that One Shoreline can and will be a great partner with the SFCJPA but cannot take on the lead for SAFER at this time.

Len Materman, Executive Director of One Shoreline, described how One Shoreline has and will continue to do projects through funding agreements with different cities in the county in lieu of a parcel tax. Mr. Materman explained that the SAFER Bay project has four fundamental areas that may have different governance but that it does not mean that the project slows down because those areas have different potential management for construction. Mr. Materman expressed the importance of everyone working together and that the SFCJPA EIR for SAFER continue to move forward. Mr. Materman stated that he is not hearing that the project needs to slow down rather that there needs to be an understanding of the complexity of the governance and to think about the importance of a programmatic EIR as an umbrella for all of the efforts for SAFER to move forward.

Director Combs expressed the importance of the Board making a clear definitive decision/statement regarding the SFCJPA's commitment to the SAFER Bay Project now rather than at a future date.

Director Abrica concurred with Director Comb's comment. Director Abrica confirmed his commitment that the SFCJPA continue with and not abandon the SAFER Bay Project.

Director Combs acknowledged the concerns of Director Burt and former Director Gary Kremen and supports engaging in continued conversation to address those concerns. Director Combs confirmed his support of the SFCJPA continuing the SAFER Bay Project.

Director Burt explained that he has been supportive of the SFCJPA filling the gap on the Bayshore work since the it started because there was not another agency that could step forward and begin the process to where we are now. Director Burt confirmed his support of the SFCJPA continuing to be the lead of the SAFER Bay project. Director Burt stated that the issues he and Gary Kremen previously raised regarding ensuring funding is allocated properly within jurisdictional lines will need to be addressed.

Director Pine stated that the SFCJPA is best agency to continue to move the SAFER Bay project along. Director Pine explained that the SFCJPA Board, long before he joined, made the determination to protect those in the creek watershed and the Bayshore from flooding, choosing to do the right thing and protect all. Director Pine spoke of the Bay-101 project and how the project did not protect Menlo Park residents but the City of Menlo Park has continued to pay the member

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contributions continuously. Director Pine understands the concerns expressed but sees the work of the Bayshore as the work of the SFCJPA. Director Pine confirmed his commitment to the SFCJPA continuing with the SAFER Bay project.

Director Hsueh stated that she would need to take the discussion back to the Valley Water Board and then provide direction to staff.

Director Abrica thanked everyone for their comments and commitment to protecting people and environment in the watershed.

7) ACTION ITEMS

Consider resolution 22-12-15-B. Recognition and appreciation for Director Gary Kremen's service to the SFCJPA Board of Directors.

ACTION: Motion and second (Burt/Pine) to approve resolution 22-12-15-B. Recognition and appreciation for Director Gary Kremen's service to the SFCJPA Board of Directors.

Roll call vote:

Director Abrica Aye
Director Combs Aye
Director Burt Aye
Director Hsueh Aye
Director Pine Aye

Motion to approve resolution 22-12-15-B. Recognition and appreciation for Director Gary Kremen's service to the SFCJPA Board of Directors passed 5-0.

Board members and staff thanked Mr. Kremen for his dedication and years of service. Mr. Kremen expressed his appreciation of the SFCJPA Board, staff, public and of his time being able to serve on the Board.

Consider adopting a resolution (22-12152-C) to authorize the Executive Director to negotiate and sign Task Order 4 with the HDR SAFER Bay Project Team that includes HDR Inc., ESA Associates, and H.T. Harvey for work enabled by approved funding from the San Francisco Bay Restoration Authority.

ACTION: Motion and second (Combs/Abrica) to authorize the Executive Director to negotiate and sign Task Order 4 with the HDR SAFER Bay Project Team that includes HDR Inc., ESA Associates, and H.T. Harvey for work enabled by approved funding from the San Francisco Bay Restoration Authority.

Roll call vote:

Director Abrica Aye
Director Combs Aye
Director Burt Aye
Director Hsueh Aye
Director Pine Aye

Motion to approve adopting a resolution (22-12152-C) to authorize the Executive Director to negotiate and sign Task Order 4 with the HDR SAFER Bay Project Team that includes HDR Inc., ESA Associates, and H.T. Harvey for work enabled by approved funding from the San Francisco

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Bay Restoration Authority passed 5-0.

8) INFORMATION ITEMS

UPDATE ON BROWN ACT AND COVID STATE OF EMERGENCY

Trisha Ortiz, legal representative for the SFCJPA provided an update on the new Brown Act rules regarding the ending of the Covid state of emergency.

PROVISIONAL REGULAR BOARD MEETING SCHEDULE FOR 2023

Ms. Bruce presented the provisional regular Board meeting schedule for 2023. Ms. Bruce stated that the schedule will be brought to the Board for approval in January.

EXECUTIVE DIRECTOR'S REPORT

Ms. Bruce provided a summary of the Executive Director's report.

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

Director Abrica thanked the Board, staff and public for the past year and wished everyone happy holidays and a happy new year.

10) ADJOURNMENT

Adjourned at 5:20 pm.

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

RESOLUTION NO. 23-01-26-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 (the “Emergency”).

WHEREAS, the Centers for Disease Control and Prevention 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 from others for longer periods of time.

WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the Authority intends to hold public meetings via teleconferencing pursuant to Government Code Section 54953(e).

WHEREAS, to continue meeting remotely pursuant to Government Code Section 54953(e), an agency must make periodic 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.

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 December 15, 2022 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. Such actions include returning to the Board within 30 days and every 30 days thereafter to make the findings required by Section 54953(e)(3).
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 26th day of January, 2023, by the following vote:

Draft 2023 Board Meeting Schedule

Regular Board of Directors Meetings

Meetings are held monthly on the third Thursday of the month beginning at 3:30 p.m.

Confirmed

January 26, 2023
Video/teleconference

February 16, 2023
Video/teleconference

March 16, 2023
City of Menlo Park
Council Chambers
701 Laurel Street
Menlo Park, CA

April 20, 2023
City of East Palo Alto
Council Chambers
2415 University Ave
East Palo Alto, CA

May 18, 2023
City of Palo Alto
Council Chambers
250 Hamilton Ave
Palo Alto, CA

June 15, 2023
City of Menlo Park
Council Chambers
701 Laurel Street
Menlo Park, CA 94025

July 20, 2023
City of East Palo Alto
Council Chambers
2415 University Ave
East Palo Alto, CA

August 17, 2023
(Board recess. No meeting)

September 21, 2023
City of Palo Alto
Council Chambers
250 Hamilton Ave
Palo Alto, CA

October 19, 2023
City of Menlo Park
Council Chambers
701 Laurel Street
Menlo Park, CA

November 16, 2023
City of East Palo Alto
Council Chambers
2415 University Ave
East Palo Alto, CA

December 21, 2023
City of Menlo Park
Council Chambers
750 Laurel Street
Menlo Park, CA
City of Palo Alto not available.

City of East Palo Alto dates not confirmed. City of Menlo Park has confirmed the use of Menlo's Council Chambers if East Palo Chambers or meeting room cannot be reserved.

Agenda Item 8.A. Second Amended Restated SFCJPA Members Agreement

Background

When the SFCJPA was formed in 1999 a founding members agreement established the framework within which the organization operated. In 2020, with the establishment of the San Mateo County Flood and Sea Level Rise Resiliency District and that organization's assumption of the San Mateo County Flood Control functions, the SFCJPA members agreement was reviewed and the elements relating to the new agency member were updated. During the 2020 process, many additional updates were noted as being necessary, although not urgent.

Discussion

Over the past 18 months, the members agreement has been evaluated and discussed among members, and many improving edits recommended. The clean draft document and marked-up version of the current draft document is included in the board packet for your reference. The review, discuss, and comment process has been repeated several times with member agency staff and legal counsels, ensuring that each member is aware of and can comment on the input of their other SFCJPA member colleagues. That process is on-going but nearing a conclusion.

Elements of the agreement that have been clarified though this process include:

- Reconciliation of original document text to actual practice (for example: hiring of JPA staff, and board roles)
- Clarification of SFCJPA scope and authority regarding land acquisition
- Clarification of SFCJPA scope regarding shoreline projects and watershed stewardship
- Modernization and simplification of language

Recommendation

Review the draft document to acquaint yourselves with the substance and details of the currently proposed changes to the Members Agreement. Provide your questions, comments, or direction.

Staff will continue to work with member agency staff to review and discuss and incorporate any further comments or edits, and envisions brining the final draft proposed second amended and restated SFCJPA members agreement for your action in February or March. Subsequently, your respective agencies must formally ratify the agreement.

**SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR THE
SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY**

This Second Amended and Restated Agreement Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority (the “Agreement”) for reference dated [insert date] is made by and among the City of East Palo Alto, the City of Menlo Park, the City of Palo Alto, the San Mateo County Flood and Sea Level Rise Resiliency District, and the Santa Clara Valley Water District (each a “Member Entity” and collectively, the “Member Entities”), all of which are public entities organized and operating under the laws of the State of California and each of which is a public agency as defined in California Government Code section 6500. This Agreement is effective upon full execution by all Member Entities (the “Effective Date”).

RECITALS

- A. The Joint Exercise of Powers Act, Government Code sections 6500 et seq. (the “JPA Law”), permits two or more local public entities by agreement to jointly exercise any power common to them.
- B. Following years of effort to address environmental and flooding concerns related to the watershed and floodplain of San Francisquito Creek (encompassing approximately 50 square miles from the Santa Cruz Mountains to San Francisco Bay), and soon after the flood of record in 1998 damaged approximately 1,700 properties, the Member Entities established the San Francisquito Creek Joint Powers Authority pursuant to that certain “Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority,” dated as of May 18, 1999, to collectively contribute resources and implement policies and projects of mutual interest relating to the primary natural features that unite them, including the San Francisquito Creek.
- C. The Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority, dated as of May 18, 1999, was thereafter revised pursuant to the Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority, Amended and Restated as of January 1, 2020.
- D. Each Member Entity desires to join together with the other Member Entities to collectively contribute resources and implement policies and projects of mutual interest relating to the natural features they have in common, including the San Francisquito Creek and the San Francisco Bay shoreline.
- E. The governing body of each Member Entity has determined that it is in the Member Entity’s best interest and the public interest that this Second Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority be executed to implement updates and clarifications.

NOW, THEREFORE, the Member Entities, by, between and among themselves, in consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows:

1. CREATION OF THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY.

Pursuant to the JPA Law, the Member Entities create a public agency, separate and apart from the Member Entities to be known as the San Francisquito Creek Joint Powers Authority (the “Authority”). Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this Agreement. A Member Entity may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. For purposes of, and to the extent required by, Government Code section 6509, in exercising its powers, the Authority shall be subject to the restrictions upon the manner of exercising the powers of the City of Menlo Park, except as otherwise authorized or permitted by the JPA Law.

2. PURPOSES.

This Agreement is entered into by Member Entities under the JPA Law for the following purposes:

- a. Plan and implement projects and maintenance to reduce the risk of flooding in and around the San Francisquito Creek watershed and floodplain, and nearby areas of the San Francisco Bay shoreline.
- b. Where possible in implementing the other purposes stated herein, maintain, restore, and enhance the environment, and create recreational opportunities.
- c. Provide regional information to emergency response agencies and others to enhance their ability to communicate about and respond to flood risks.
- d. To secure and administer funding for the benefit of the Authority’s operations, capital projects and related work.

3. PARTIES TO AGREEMENT.

Each Member Entity represents that it has the legal authority to enter into this Agreement. The withdrawal or expulsion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity’s intent to contract with the Member Entities then remaining. Pursuant to Assembly Bill 825 (Chapter 292, Statutes of 2019), which amended the San Mateo County Flood Control District Act to provide for the San Mateo County Flood and Sea Level Rise Resiliency District, the Member Entities agree that the San Mateo County Flood and Sea Level Rise Resiliency District (the “San Mateo County FSLRRD”) is the entity formerly known as the San Mateo County Flood Control District, and as such is subject to the terms and conditions of this Agreement.

4. TERM OF AGREEMENT.

This Agreement continues in full force until terminated in accordance with Paragraph 17 (Termination and Distribution).

5. POWERS OF THE AUTHORITY.

The Authority shall have all powers common to the Member Entities, and such additional powers granted to it by law, necessary to fulfill the purposes of this Agreement. The Authority through its Board of Directors is authorized to do all acts necessary to fulfill the purposes of this Agreement referred to in Paragraph 2 (Purposes) including, but not limited to, each of the following:

- a. Make and enter into contracts;
- b. Incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the Authority shall be a debt, liability, or obligation of a Member Entity except as separately agreed to by a Member Entity;
- c. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- d. Acquire, hold, and dispose of real property, including, without limitation, the power to convey real property to a Member Entity, as deemed appropriate by the Board of Directors and as accepted by the Member Entity; provided, however, that the Authority shall not exercise the power of eminent domain in the jurisdiction of a Member Entity that is a city, until the city council of such city adopts a resolution consenting to the Authority's exercise of eminent domain within such city.
- e. Sue and be sued in its own name;
- f. Contract with independent consultants and contractors;
- g. Receive, collect, and disburse monies;
- h. Hire staff in conformance with an approved operating budget;
- i. Assign, delegate, or contract with a Member Entity or third party to perform any of the duties of the Board of Directors including, but not limited to, acting as administrator for the Authority; and
- j. Exercise all other powers and carry out other duties as necessary and proper to fulfill the provisions of this Agreement.

6. MEMBER ENTITY APPROVALS AND RESPONSIBILITIES.

Each Member Entity has the approval authority, obligations and responsibilities set forth in this Agreement. The Member Entities retain the following powers:

- a. The designation of each Member Entity's Director and alternate as specified in Paragraph 9 (Board of Directors);
- b. Approval of an amendment to this Agreement as specified in Paragraph 20 (Amendments);
- c. Approval of the Member Entity's funding or other contribution for a capital project as specified in paragraph 7 (Capital Project Participation); and

- d. Approval of the Member Entity's contribution to the annual budget of the Authority as specified in Paragraph 12 (Operating Budget).

7. CAPITAL PROJECT PARTICIPATION.

The Authority may approve a contract for a capital project or any discrete phase of a capital project under the following conditions: (a) the Board of Directors has determined that the Authority will have the funds necessary to pay for that capital project or that discrete phase of the project being approved, and (b) any funding or other contribution from a Member Entity to that capital project or to that discrete phase of the capital project has been approved by the Member Entity's governing body. Each Member Entity shall have the right to determine independently whether to participate in any capital project.

8. MEMBERSHIP.

Member Entities may be added to the Authority by amending this Agreement, as described in Paragraph 20 (Amendments), and Member Entities may withdraw or be expelled, as described in Paragraph 15 (Withdrawal) and Paragraph 16 (Expulsion).

9. BOARD OF DIRECTORS.

- a. *Directors.* There shall be a Board of Directors to govern the Authority. The Board of Directors shall be comprised of one director from each Member Entity. Each director shall have one vote on the Board of Directors. Each Director shall have an alternate Director, appointed by the governing body of said Director's Member Entity; all references in this Agreement to a Director shall be deemed to refer to and include the applicable alternate Director, when acting in place of an appointed Director. A Director or alternate Director shall not be eligible to vote on any matter before the Board of Directors under the following conditions: (i) such person serves on the governing body of two Member Entities, and (ii) the vote would result in two persons from the governing body of the same Member Entity casting two votes on such matter.
- b. *Compensation.* Directors are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in connection with serving as a Director.
- c. *Term.* The term of office of a Director shall terminate when such person ceases to be a member of the governing body of the Member Entity.
- d. *Powers.* The powers of the Board of Directors are each of the powers of the Authority not specifically reserved to the Member Entities by this Agreement. No Action of the Authority shall be effective or binding unless and until such action has been authorized by the Board of Directors and either (i) is consistent with the budget approved by the Board of Directors pursuant to Paragraph 12 (Operating Budget), or (ii) complies with Paragraph 7 (Capital Project Participation).
- e. *Meetings.* The Board of Directors shall hold at least one regular meeting each year, at which time the Board of Directors shall elect its officers pursuant to Paragraph 10 (Officers). The Board of Directors shall fix the date, hour, and place at which each

- regular meeting is to be held. To the extent practicable, each Board of Directors meeting shall be held in Northern Santa Clara County or Southern San Mateo County. The Chair presides at all meetings. A special meeting may be called upon written request by the Chair or at least two directors.
- f. *Brown Act*. Each regular, adjourned regular, or special meeting of the Board of Directors shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Sections 54950, et seq., of the Government Code).
 - g. *Notices, Agendas, Minutes*. The Board of Directors shall appoint or hire a Clerk of the Board of Directors who shall be responsible for preparing minutes of each regular and special meeting of the Board of Directors, and issuing notices and agendas in accordance with the law.
 - h. *Quorum*. No business may be transacted by the Board of Directors without a quorum of members of the Board of Directors being present except that less than a quorum may adjourn from time to time. A quorum consists of a majority of the members of the Board of Directors.
 - i. *Action of the Board of Directors*. Except as otherwise specified in this Agreement, or required by law, any action of the Board of Directors shall require a vote of a majority of the Directors.

10. OFFICERS.

- a. The officers of the Authority are the Chair, and Vice-Chair.
- b. The officers shall be elected or appointed by the Board of Directors at its first meeting of the calendar year unless delayed by an action of the Board of Directors.
- c. The term of office for Chair and Vice-Chair shall be determined by a vote of the Board of Directors. The officers shall assume the duties of their offices upon being elected or appointed, as appropriate.
- d. If the Chair or Vice-Chair ceases to be a member of the Board of Directors, the Board of Directors shall elect or appoint a new officer at the next regular meeting of the Board of Directors held after the vacancy occurs.

11. FISCAL YEAR.

Each fiscal year of the Authority shall begin on July 1 of a calendar year and end on June 30 of the next following calendar year.

12. OPERATING BUDGET.

The Board of Directors shall adopt an annual operating budget, which shall be separate from the budget for any capital project of the Authority. The operating budget shall include the proposed contribution from each Member Entity and other sources of income for the fiscal year. The operating budget shall not be effective unless and until the governing body of each Member Entity approves that Member Entity's contribution to the operating budget. A Member Entity's contribution shall become due and payable to the Authority upon adoption of the annual operating budget by the Board of Directors and approval of the Member Entity's contribution to the budget by that Member Entity's governing body.

13. ANNUAL AUDIT AND AUDIT REPORTS.

The Board of Directors shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions, and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be filed no later than as required by State law. The Authority shall pay the cost of the financial audit from its annual operating budget in the same manner as other administrative costs.

14. ESTABLISHMENT AND ADMINISTRATION OF FUNDS.

a. *Accountability.* The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. The funds shall be accounted for on a full accrual basis.

b. *Investment/Disbursement.* The Authority shall receive and disburse funds only in accordance with policies and procedures established by the Board of Directors and in conformity with applicable law.

c. *Insurance/Bonds.* The Authority shall procure, carry and maintain, in full force and effect, at all times during the term of this Agreement, such insurance and bonds to protect the Authority and the Board of Directors, officers, employees, agents, and Member Entities, as deemed appropriate by the Board of Directors.

d. *Depository and Auditor Controller.* The Board of Directors shall designate one of its officers, employees or a third party to perform all acts required by Government Code sections 6505 (regarding an annual audit), 6505.1 (regarding charge of and access to property), 6505.5 (regarding the depository and custodian of money), and 6505.6 (regarding independent audit where an officer or employee acts as treasurer, auditor, or both), as such laws are amended from time to time.

15. WITHDRAWAL.

Member Entities may withdraw from the Authority for subsequent fiscal years by providing written notice to the Authority and each Member Entity on or before May 1 of any fiscal year. Withdrawal shall be effective on July 1 of the next fiscal year. This shall be the exclusive means by which a Member Entity may withdraw from the Authority. Any Member Entity that withdraws shall remain liable for any budget contributions or capital project participation approved before withdrawal. Any Member Entity that withdraws shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed before the Member Entity withdraws from this Agreement. Any Member Entity that withdraws shall remain subject to the provisions of Paragraph 23 (Liability of the Authority; Release and Indemnity) with respect to any event or occurrence taking place before the Member Entity withdraws.

16. EXPULSION.

The Authority may expel a Member Entity from the Authority by a four-fifths (4/5) vote of the Board of Directors for a breach of this Agreement determined by the Board of Directors to be a material breach. Any Member Entity that has been expelled pursuant to this paragraph shall have no further liability or obligation pursuant to this Agreement after the effective date of such expulsion; except such Member Entity shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed before the Member Entity was expelled, including any budget contributions or capital project participation approved before expulsion. Any Member Entity that has been expelled shall remain subject to the provisions of Paragraph 22. (Liability of the Authority, Release and Indemnity) with respect to any event or occurrence taking place before the Member Entity was expelled.

17. TERMINATION AND DISTRIBUTION.

- a. *Termination.* This Agreement shall continue until terminated. This Agreement may be terminated by the written consent of four-fifths (4/5) of the Member Entities; provided, however, this Agreement and the Authority shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the obligation and affairs of the Authority.
- b. *Concluding Affairs.* The Board of Directors is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority, including for the disposition, division, or distribution of any property acquired as a result of the joint exercise of powers.
- c. *Surplus.* In the event that the Authority is terminated, any surplus money on deposit in any fund or account of the Authority shall be returned to Member Entities in proportion to the contributions made to that fund or account as required by California Government Code section 6512.
- d. *Property.* All real property and any improvements thereon, that were owned by a Member Entity and contributed to the Authority shall be returned to the Member Entity that contributed such property.
- e. *Member Entity Obligations.* In no event shall any funds or assets be distributed, divided or returned to a Member Entity until such Member Entity has either paid their share of all outstanding debts and obligations that were incurred while they were a Member Entity, or executed a contract with the Authority to pay for all outstanding debts and obligations that were incurred while they were a Member Entity.

18. NOTICES.

Notices to each Member Entity under this Agreement are sufficient if mailed to its respective address on file with the Authority.

19. PROHIBITION AGAINST ASSIGNMENT.

No Member Entity may assign a right, claim, or interest it may have under this Agreement, and any such assignment shall be void. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, or asset of the Authority.

20. AMENDMENTS.

This Agreement may be amended by approval by the governing body for each and every Member Entity. A proposed amendment must be submitted to each Member Entity at least thirty (30) days in advance of the date when the Member Entity considers it. An amendment is effective immediately unless otherwise designated.

21. SEVERABILITY.

If a portion, term, condition, or provision of this Agreement is determined by a court to be illegal or in conflict with the law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

22. LIABILITY OF THE AUTHORITY; RELEASE AND INDEMNITY.

Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member Entity, any member of the Board of Directors, and each officer, employee and agent of the Authority or Member Entities, for their actions taken within the scope of their duties while acting on behalf of the Authority. The Member Entities release each other and agree to hold each other harmless, as well as their officers and employees, for any loss or liability arising from their respective activities pursuant to this Agreement. Except as otherwise provided herein, each party agrees to indemnify, defend and hold harmless the other parties, their officers, agents, and employees from any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed under this Agreement.

23. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. COUNTERPART.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

25. AGREEMENT COMPLETE.

The foregoing constitutes the full and complete Agreement of the Member Entities. There are no oral understandings or agreements not set forth in writing herein.

26. NO THIRD-PARTY BENEFICIARIES.

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

[signatures to follow on separate pages]

DATED: _____, 2022

CITY OF MENLO PARK

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVE AS TO FORM:

City Attorney

DATED: _____, 2022

CITY OF PALO ALTO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVE AS TO FORM:

City Attorney

DATED: _____, 2022

CITY OF EAST PALO ALTO

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVE AS TO FORM:

City Attorney

DATED: _____, 2022

SANTA CLARA VALLEY WATER
DISTRICT

By: _____
Chair

ATTEST:

By: _____
Board Clerk

APPROVE AS TO FORM:

General Counsel

DATED: _____, 2020

SAN MATEO COUNTY FLOOD
AND SEA LEVEL RISE RESILIENCY
DISTRICT

By: _____
Chair

ATTEST:

By: _____
Board Clerk

APPROVE AS TO FORM:

General Counsel

SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT ¶ FOR THE
SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY ¶

¶
¶
AMENDED AND RESTATED ¶

as of ¶

¶
January 1, 2020 ¶

¶
¶

JOINT POWERS AGREEMENT ¶

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¶

SAN FRANCISQUITO CREEK¶
JOINT POWERS AGREEMENT¶

This Second Amended and Restated Agreement Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority (the “Agreement”) for reference dated [insert date] is made by and among the City of East Palo Alto, the City of Menlo Park, the City of Palo Alto, the ~~City of East Palo Alto, the Santa Clara Valley Water District, and the~~ San Mateo County Flood and Sea Level Rise Resiliency District ~~(, and the Santa Clara Valley Water District~~ (each a “Member Entity” and collectively, the “Member Entities”), all of which are public entities organized and operating under the laws of the State of California and each of which is a public agency as defined in California Government Code section 6500. This Agreement is effective upon full execution by all Member Entities (the “Effective Date”).¶

RECITALS¶

- A. The Joint Exercise of Powers Act, ~~being~~ Government Code sections 6500 et seq. (the “JPA Law”), permits two or more local public entities by agreement to jointly exercise any power common to them. ¶
- B. Following years of effort to address environmental and flooding concerns related to the watershed and floodplain of San Francisquito Creek (encompassing approximately 50 square miles from the Santa Cruz Mountains to San Francisco Bay), and soon after the flood of record in 1998 damaged approximately 1,700 properties, the Member Entities established the San Francisquito Creek Joint Powers Authority pursuant to that certain “Joint ~~Exercise~~Powers Agreement Creating the San Francisquito Creek Joint Powers Authority,” dated as of May ~~18, 1999~~18, 1999, to collectively contribute resources and implement policies and projects of mutual interest relating to the primary natural features that unite them, including the San Francisquito Creek (~~“Creek”~~). ¶

¶

C. The Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority, dated as of May 18, 1999, was thereafter revised pursuant to the Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority, Amended and Restated as of January 1, 2020. ¶

¶

D. Each Member Entity desires to join together with the other Member Entities to collectively contribute resources and implement policies and projects of mutual interest relating to the natural features they have in common, including the San Francisquito Creek and the San Francisco Bay shoreline. ¶

E. ~~C.~~ The governing body of each Member Entity has determined that it is in the Member Entity’s best interest and ~~in~~ the public interest that this Second Amended and Restated Joint Powers Agreement for the San Francisquito Creek Joint Powers Authority be executed to ~~make minor procedural~~implement updates, ~~including the change on January 1, 2020 of the San Mateo County Flood Control District to the San Mateo County Flood and Sea Level Rise Resiliency District~~ and clarifications. ¶

NOW, THEREFORE, the Member Entities, by, between and among themselves, in consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows: ¶

1. CREATION OF THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY. ¶

¶

Pursuant to the JPA Law, the Member Entities create a public agency, separate and apart from the Member Entities to be known as the San Francisquito Creek Joint Powers Authority (the “Authority”). Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this Agreement. A Member Entity may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. For purposes of, and to the extent required by, Government Code section 6509, in exercising its powers, the Authority shall be subject to the restrictions upon the manner of exercising the powers of the City of Menlo Park, except as otherwise authorized or permitted by the JPA Law. ¶

2. PURPOSES. ¶

¶

This Agreement is entered into by Member Entities under the JPA Law for the following purposes: ¶

- ~~a. a. — To facilitate Plan and perform bank stabilization, channel clearing implement projects and other Creek maintenance. ¶~~
- ~~b. — To plan flood control measures for to reduce the risk of flooding in and around the San Francisquito Creek watershed and floodplain, and nearby areas of the San Francisco Bay shoreline. ¶~~
- ~~c. — To take actions necessary to preserve and enhance environmental values and instream uses of San Francisquito Creek. ¶~~

~~d. — To coordinate ¶~~

- b. Where possible in implementing the other purposes stated herein, maintain, restore, and enhance the environment, and create recreational opportunities. ¶
- c. Provide regional information to emergency ~~mitigation and~~ response ~~activities relating to San Francisquito Creek.~~ ¶
- ~~e. — To make recommendations to Member Entities for funding and alternatives for long term flood control for Member Entity consideration. agencies and others to enhance their ability to communicate about and respond to flood risks. ¶~~
- d. To secure and administer funding for the benefit of the Authority's operations, capital projects and related work. ¶

3. PARTIES TO AGREEMENT. ¶

¶

Each Member Entity certifies represents that it ~~intends to and does contract with every other Member Entity which is a signatory to~~ has the legal authority to enter into this Agreement. ~~Each Member Entity also certifies that the deletion~~ The withdrawal or expulsion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity's intent to contract with the Member Entities then remaining. Pursuant to Assembly Bill 825 (Chapter 292, Statutes of 2019), which amended the San Mateo County Flood Control District Act to provide for the San Mateo County Flood and Sea Level Rise Resiliency District, the Member Entities agree that the San Mateo County Flood and Sea Level Rise Resiliency District (the "San Mateo County FSLRRD") is the entity formerly known as the San Mateo County Flood Control District, and as such is subject to the terms and conditions of this Agreement. ¶

4. TERM OF AGREEMENT. ¶

¶

This Agreement ~~became effective as of May 18, 1999, and~~ continues in full force until terminated in accordance with Paragraph ~~18~~17 (Termination and Distribution). ¶

¶

¶

5. POWERS OF THE AUTHORITY. ¶

¶

The Authority shall have all powers common to the Member Entities, and such additional powers granted to it by law, necessary to fulfill the purposes of this Agreement. The Authority through its Board of Directors is authorized, ~~in its own name and subject to the limitations set forth below,~~ to do all acts necessary to fulfill the purposes of this Agreement referred to in Paragraph 2 (Purposes) including, but not limited to, each of the following: ¶

- a. ~~a-~~ Make and enter into contracts;
- b. ~~b-~~ Incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the Authority shall be a debt, liability, or obligation of a Member Entity except as separately agreed to by a Member Entity;
- c. ~~e-~~ Receive contributions and donations of property, funds, services, and other forms of assistance from any source; ¶
- d. Acquire, hold, and dispose of real property, including, without limitation, the power to convey real property to a Member Entity, as deemed appropriate by the Board of Directors and as accepted by the Member Entity; provided, however, that the Authority shall not exercise the power of eminent domain in the jurisdiction of a Member Entity that is a city, until the city council of such city adopts a resolution consenting to the Authority's exercise of eminent domain within such city.
- e. ~~d-~~ Sue and be sued in its own name;
- f. ~~e-~~ Contract with independent consultants and/or contractors;
- g. ~~f-~~ Receive, collect, and disburse monies; ¶

~~g. — Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement; ¶~~

h. ¶

- h. Hire staff in conformance with an approved operating budget; ¶
- i. Assign, delegate, or contract with a Member Entity or third party to perform any of the duties of the Board of Directors including, but not limited to, acting as administrator for the Authority; and
- j. ~~i-~~ Exercise all other powers and carry out other duties as necessary and proper to ~~carry out~~ fulfill the provisions of this Agreement. ¶

~~These powers shall be exercised in the manner provided by applicable law and as expressly set forth in this Agreement. — ¶~~

6. MEMBER ENTITY APPROVALS AND RESPONSIBILITIES. ¶

¶

Each Member Entity has the approval authority, obligations and responsibilities set forth in this Agreement. ~~No action of the Authority shall be effective or binding unless and until such action has been approved in accordance with Subparagraph "e" (Action of the Board) of Paragraph 10 (Board Members) by the Board of Directors consistent with a budget approved by independent action of each Member Entity's governing body.~~ The Member Entities retain the following powers: ¶

- a. The designation of each Member Entity's Director and alternate as specified in Paragraph 9 (Board of Directors);
- b. Approval of an amendment to this Agreement as specified in Paragraph 20 (Amendments);
- c. Approval of the Member Entity's funding or other contribution for a capital project as specified in paragraph 7 (Capital Project Participation); and
- d. Approval of the Member Entity's contribution to the annual budget of the Authority as specified in Paragraph 12 (Operating Budget).

7. CAPITAL PROJECT PARTICIPATION ~~APPROVAL AUTHORITY.~~

¶

The Authority may approve a contract for a capital project or any discrete phase of a capital project under the following conditions: (a) the Board of Directors has determined that the Authority will have the funds necessary to pay for that capital project or that discrete phase of the project being approved, and (b) any funding or other contribution from a Member Entity to that capital project or to that discrete phase of the capital project has been approved by the Member Entity's governing body. Each Member Entity shall have the right to determine independently whether to participate in any capital improvement project. ~~No capital improvement project shall be approved by the Authority unless and until Member Entities sufficient to fund the project fully have approved the project by independent action of each such funding Member Entity's governing body.~~

8. MEMBERSHIP. ~~New~~

¶

Member Entities may be added to the Authority by amending this Agreement, as described in Paragraph ~~21~~20 (Amendments); and Member Entities may withdraw or be expelled, as described in Paragraph ~~16~~15 (Withdrawal) and Paragraph ~~17~~16 (Expulsion).

9. BOARD OF DIRECTORS.

- a. ~~a. Directors.~~ There shall be a Board of Directors ~~(the "Board")~~ to govern the affairs of the Authority. The Board of Directors shall be comprised of one director, ~~and one alternate director,~~ from each Member Entity. Each director ~~has~~ shall have one vote. ~~An alternate director may cast a vote as a member of on~~ the Board of Directors ~~only in the absence of the director from that same Member Entity.~~ Each Director shall have an alternate ~~director shall be a member of~~ Director, appointed by the governing body of ~~the said Director's~~ Member Entity ~~and shall be designated by its governing body; provided, however, that no two directors and no two alternate directors;~~ all references in this Agreement to a Director shall be deemed to refer to and include the applicable alternate Director, when acting in place of an appointed Director. A Director or alternate Director shall not be eligible to vote on any matter before the Board of Directors under the following conditions: (i) such person serves

on the governing body of two Member Entities, and (ii) the vote would result in two persons from the governing body of the same governing body of any Member Entity.

b casting two votes on such matter. ¶

b. Compensation. Directors ~~and alternate directors~~ are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by ~~directors or alternate directors~~ Directors in connection with serving as a Director. ¶

c. Term. The term of office of a Director shall terminate when such person ceases to be a member of the governing body of the Member Entity.

d. ~~e.~~ Powers. The powers of the Board of Directors are each of the powers of the Authority not specifically reserved to the Member Entities by this Agreement. ~~The Member Entities retain the following powers:~~ ¶

~~(1) The designation of~~ No Action of the Authority shall be effective or binding unless and until such action has been authorized by the Board as specified in Subparagraph "a" of Paragraph 9 (Board of Directors); ¶ and either (2i) Approval of an amendment to this Agreement as specified in Paragraph 21 (Amendments); ¶

~~(3) Approval is consistent with the budget approved by the Board of actions~~ Directors pursuant to Paragraph 612 (Member Entity Approvals and Responsibilities); ¶ Operating Budget), or (4ii) — Approval of project participation as specified in paragraph complies with Paragraph 7 (Capital Project Participation Approval Authority); and ¶

~~(5) Approval of the annual budget of the Authority as specified in Paragraph 13 (Budget).~~ ¶

~~10. — BOARD MEMBERS.~~ ¶

a. ¶

e. Meetings. The Board of Directors shall hold at least one regular meeting each year, at which time the Board of Directors shall elect its officers ~~as appropriate pursuant to comply with~~ Paragraph ~~11~~ 10 (Officers). The Board of Directors shall fix the date, hour, and place at which each regular meeting is to be held. To the extent practicable, each Board of Directors meeting shall be held in Northern Santa Clara County or Southern San Mateo County. The Chair presides at all meetings. A special meeting may be called upon written request by the Chair or at least two directors.

f. ~~b.~~ Brown Act. Each regular, adjourned regular, or special meeting of the Board of Directors shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Sections 54950, et seq., of the Government Code).

g. ~~e.~~ Notices, Agendas, Minutes. The Board of Directors shall appoint or hire a Clerk of the Board of Directors who shall draft be responsible for preparing minutes of each regular and special meeting of the Board, ~~which shall be considered for approval by the Board at a subsequent regular meeting of Directors, and issuing notices and agendas in accordance with the law.~~

h. ~~d.~~ Quorum. No business may be transacted by the Board of Directors without a quorum of members of the Board of Directors being present except that less than a

quorum may adjourn from time to time. A quorum consists of a majority of the members of the Board. ¶

e of Directors. ¶

i. Action of the Board of Directors. Except as otherwise specified in this Agreement, or required by law, any action of the Board of Directors shall require a vote of a majority of the Board Directors. ¶

11.10. OFFICERS.

a. ~~a. Officers.~~ The officers of the Authority are the Chair, and Vice-Chair, ~~and Secretary.~~

b. ~~b. Election/Term/Duties.~~ The officers shall be elected or appointed by the Board of Directors at its first meeting of the calendar year; ~~unless that is~~ delayed by an action of the Board of Directors. ¶

c. The term of office for Chair, and Vice-Chair, ~~and Secretary is one year.~~ shall be determined by a vote of the Board of Directors. The officers shall assume the duties of their offices upon being elected or appointed, as appropriate. ¶

d. If ~~any of the~~ Chair, or Vice-Chair, ~~or Secretary~~ ceases to be a member of the Board of Directors, the Board of Directors shall elect or appoint a new officer at the next regular meeting of the Board of Directors held after the vacancy occurs. ¶

~~e. 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.~~ ¶

~~12.~~ ¶

¶
11. FISCAL YEAR. ~~The first fiscal year of the Authority is July 1, 1999, through June 30, 2000.~~

¶
¶
Each ~~subsequent~~ fiscal year of the Authority shall begin on July 1st of a calendar year and end on June 30th. of the next following calendar year. ¶

~~13.~~ 12. OPERATING BUDGET. ¶

¶
The Board of Directors shall adopt an annual operating budget, which shall be separate from the budget for any capital project of the Authority's capital projects budget. The operating budget shall include the proposed contribution from each Member Entity ~~for the fiscal year~~ and other sources of income for the fiscal year. The operating budget shall not be effective unless and until the governing body of each Member Entity ~~has approved~~ approves that Member Entity's contribution to the operating budget. A Member Entity ~~contributions's contribution~~ shall become ~~immediately~~ due and payable to the Authority upon adoption of the annual operating budget; ~~unless expressly provided otherwise in~~ by the Board of Directors and approval of the Member Entity's contribution to the budget by that Member Entity's governing body. ¶

1413. ANNUAL AUDIT AND AUDIT REPORTS. ¶

¶

The Board of Directors shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions, and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be filed no later than as required by State law. The Authority shall pay the cost of the financial audit from its annual operating budget in the same manner as other administrative costs. ¶

1514. ESTABLISHMENT AND ADMINISTRATION OF FUNDS. ¶

- a. *Accountability.* The Authority is responsible for the strict accountability ¶ of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. The funds shall be accounted for on a full accrual basis.
- b. *Investment/Disbursement.* The Authority shall receive and disburse funds only in accordance with policies and procedures established by the Board of Directors and in conformity with applicable law.
- c. *Insurance/~~Bond~~Bonds.* The Authority shall procure, carry and maintain, in full force and effect, at all times during the term of this Agreement, such insurance and bonds to protect the Authority and ~~its members of~~ the Board of Directors, officers, employees, agents, and Member Entities, as deemed appropriate by the Board of Directors.
- d. *Depository and Auditor Controller.* The Board of Directors shall designate one of its officers, employees or a third party to perform all acts required by Government Code ~~Sections~~sections 6505 (regarding an annual audit), 6505.1 (regarding charge of and access to property), 6505.5 (regarding the depository and custodian of money), and 6505.6 (regarding independent audit where an officer or employee acts as treasurer, auditor, or both), as such laws are amended from time to time. ¶

1615. WITHDRAWAL. ¶

¶

Member Entities may withdraw from the Authority for subsequent fiscal years by providing written notice to the Authority and each Member Entity on or before May 1 of any fiscal year. Withdrawal shall be effective on July 1 of the next fiscal year. This shall be the exclusive means by which a Member Entity may withdraw from the Authority. Any Member Entity that withdraws shall remain liable for any budget contributions or capital ~~improvement~~ project participation approved before withdrawal. Any Member Entity that withdraws shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed before the Member Entity withdraws from this Agreement. Any Member Entity that withdraws shall remain subject to the provisions of Paragraph 23 (Liability of the Authority; Release and Indemnity) with respect to any event or occurrence taking place before the Member Entity withdraws. ¶

~~17~~16. EXPULSION. ¶

¶

The Authority may expel a Member Entity from the Authority by a four-fifths (4/5) vote of the Board of Directors for a breach of this Agreement determined by the Board of Directors to be a material breach. Any Member Entity that has been expelled pursuant to this paragraph shall have no further liability or obligation pursuant to this Agreement after the effective date of such expulsion; except such Member Entity shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed before the Member Entity was expelled, including any budget contributions or capital ~~improvement~~ project participation approved before expulsion. Any Member Entity that has been expelled shall remain subject to the provisions of Paragraph ~~23~~22. (Liability of the Authority; Release and Indemnity) with respect to any event or occurrence taking place before the Member Entity was expelled. ¶

~~18~~17. TERMINATION AND DISTRIBUTION. ¶

a. ~~a.~~ *Termination.* This Agreement shall continue until terminated. This Agreement may be terminated by the written consent of four-fifths (4/5) of the Member Entities; provided, however, this Agreement and the Authority shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the obligation and affairs of the Authority.

b. ~~b.~~ ~~Surplus. In the event that the Authority is terminated, any surplus money on deposit in any fund or account of the Authority shall be returned in proportion to the contributions made as required by Section 6512 of the California Government Code.~~ *Concluding Affairs.* The Board of Directors is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority, including for the disposition, division, or distribution of any property acquired as a result of the joint exercise of powers. ¶

~~19~~¶

c. ~~Surplus. In the event that the Authority is terminated, any surplus money on deposit in any fund or account of the Authority shall be returned to Member Entities in proportion to the contributions made to that fund or account as required by California Government Code section 6512.~~ ¶

d. *Property.* All real property and any improvements thereon, that were owned by a Member Entity and contributed to the Authority shall be returned to the Member Entity that contributed such property. ¶

e. *Member Entity Obligations.* In no event shall any funds or assets be distributed, divided or returned to a Member Entity until such Member Entity has either paid their share of all outstanding debts and obligations that were incurred while they were a Member Entity, or executed a contract with the Authority to pay for all outstanding debts and obligations that were incurred while they were a Member Entity. ¶

¶

18. NOTICES. ¶

¶

Notices to each Member Entity under this Agreement are sufficient if mailed to its respective address on file with the Authority. ¶

~~20~~19. PROHIBITION AGAINST ASSIGNMENT. ¶

¶

No Member Entity may assign a right, claim, or interest it may have under this Agreement, and any such assignment shall be void. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, or asset of the Authority. ¶

~~21~~20. AMENDMENTS. ¶

¶

This Agreement may be amended by approval by the governing body for each and every Member Entity. A proposed amendment must be submitted to each Member Entity at least thirty (30) days in advance of the date when the Member Entity considers it. An amendment is ~~to be~~ effective immediately unless otherwise designated. ¶

~~22~~21. SEVERABILITY. ¶

¶

If a portion, term, condition, or provision of this Agreement is determined by a court to be illegal or in conflict with the law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected. ¶

~~23~~22. LIABILITY OF THE AUTHORITY; RELEASE AND INDEMNITY. ¶

¶

Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member Entity, any member of the Board of Directors, and each officer, employee and agent of the Authority or Member Entities, for their actions taken within the scope of their duties while acting on behalf of the Authority. The ~~parties to this Agreement~~Member Entities release each other and agree to hold each other harmless, as well as their officers and employees, for any loss or liability arising from their respective activities pursuant to this Agreement. Except as otherwise provided herein, each party agrees to indemnify, defend and hold harmless the other parties, their officers, agents, and employees from any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed under this Agreement. ~~Each Member Entity agrees that legal counsel for any Member Entity may be designated by the Board to represent the Authority by performing legal services, including litigation, and that any potential conflict of interest arising from such representation shall be deemed waived by the Authority and Member Entity, unless an actual adverse relationship exists between the Member Entity and the Authority with respect to the particular matter. The designation of legal counsel from a Member Entity shall be with the approval of that Member Entity.~~ ¶

~~24.~~ ¶

¶

23. GOVERNING LAW. ¶

¶

This Agreement shall be governed by and construed in accordance with the laws of the State of California. ¶

~~25~~24. COUNTERPART. ¶

¶

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument. ¶

~~26~~25. AGREEMENT COMPLETE. ¶

¶

The foregoing constitutes the full and complete Agreement of the Member Entities. There are no oral understandings or agreements not set forth in writing herein. ¶

~~27~~26. NO THIRD-PARTY BENEFICIARIES. ¶

¶

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein. ¶

¶

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates ¶ set forth below.

¶

~~[SIGNATURES TO FOLLOW ON SEPARATE PAGES]~~

¶

¶

[signatures to follow on separate pages]

DATED: _____, ~~2020~~2022

CITY OF MENLO PARK

By: _____

~~Cecilia Taylor,~~ Mayor

ATTEST:

By: _____

~~Judi Herren,~~ City Clerk

APPROVE AS TO FORM:

City Attorney

DATED: _____, ~~2020~~2022

CITY OF PALO ALTO

By: _____

~~Adrian Fine~~, Mayor

ATTEST:

By: _____

~~Beth Minor~~, City Clerk

APPROVE AS TO FORM:

City Attorney

DATED: _____, ~~2020~~2022

CITY OF EAST PALO ALTO

By: _____

~~Regina Wallace Jones~~, Mayor

ATTEST:

By: _____

~~Walfred Solorzano~~, City Clerk

APPROVE AS TO FORM:

City Attorney

DATED: _____, ~~2020~~2022

SANTA CLARA VALLEY WATER
DISTRICT

By: _____

~~Nai Hsueh, Chair~~

ATTEST:

By: _____

~~Michele L. King, CMC, Board Clerk~~

APPROVE AS TO FORM:

General Counsel

DATED: _____, 2020

SAN MATEO COUNTY FLOOD
AND SEA LEVEL RISE RESILIENCY
DISTRICT

By: _____

~~Dave Pine~~, Chair

ATTEST:

By: _____

~~Christine Boland, Interim~~ Board Clerk

APPROVE AS TO FORM:

General Counsel

Document comparison by Workshare 10.0 on Tuesday, November 29, 2022
11:14:56 AM

Input:	
Document 1 ID	iManage://RWGDM1/RWGIMAN1/2387532/5
Description	#2387532v5<RWGIMAN1> - AMENDED AND RESTATED JOINT POWERS AGREEMENT (2020) with Signature Lines
Document 2 ID	iManage://RWGDM1/RWGIMAN1/2749648/1
Description	#2749648v1<RWGIMAN1> - Second Amended and Restated Joint Exercise of Powers Agreement (WORKING DRAFT)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	310
Deletions	245
Moved from	15
Moved to	15
Style changes	0
Format changes	0

Total changes	585
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Agenda Item 8.B. Mid-Year Budget Review

Background

Each year staff presents a mid-year budget review for the Board's information, showing the approved budget amounts for the fiscal year, followed by actual spending to-date.

Discussion

The overall spending to-date is 42% of budgeted, at approximately the half-way point in our fiscal year.

Items that are over budget include:

- Lease costs – This is because of the need to move from our previous office space. Regus would not re-negotiate our lease and their proposed increase would have been much greater than our current lease.
- IT costs – These are associated with our new offices, and the need to upgrade our systems to ensure our security is on par with that of our members. Our spend rate should diminish now that our systems are in place.

Items that are under budget include:

- Expenditures for ad hoc technical services – These are anticipated to be utilized greater in the second half of the fiscal year as plans for community engagement ramp up.
- Expenditures for the S-EIR – We have just entered into a contract with EMC, Inc. Most of the budgeted amount will be expended by the end of the fiscal year, although there will likely be some carry-over of funds (and work) into next fiscal year.
- Expenditures for Reach 3 – These activities have been delayed by weather and environmental (special status species) considerations. Additional funds will be expended before the end of the current fiscal year, although there will likely be some carry-over of funds (and work) into next fiscal year.

Recommendation

Accept this mid-year report. Staff can answer any questions you may have.

San Francisco Creek Joint Powers Authority -- FY 2022-23 Operating Budget

REVENUES:

Member Agency Conti (\$395,926 X 5)	\$	1,979,630	\$	1,583,704
Upstream of Highway 101 EIR Legal			\$	-
Interest	\$	3,500	\$	10,512
Total Revenues	\$	1,983,130	\$	1,594,216

7/01/2022 - 1/15/2023 Percent of Budget
Approved Budget Actual spent to date

EXPENSES

Acct.	Description	Amount	Amount	Amount
Personnel				
1	Executive Director Salary	\$ 180,000	\$ 96,121	
2	E.D. Transportation Allowance	\$ 5,000	\$ 2,708	
3	Finance & Admin. Mgr./Clerk of the Board Salary	\$ 111,467	\$ 71,046	
4	Senior Project Manager	\$ 129,037	\$ 77,109	
5	Senior Project Manager	\$ 129,037	\$ 72,523	
6	COLA	\$ 16,629	\$ -	
7	Employee Benefits	\$ 260,000	\$ 74,628	
8	Membership Dues	\$ 15,000	\$ 11,763	
9	Payroll Administration/Fees	\$ 3,000	\$ 1,515	
10	Employer Taxes	\$ 65,000	\$ 36,770	
	Subtotal Personnel	\$ 914,170	\$ 444,182	49%
Contract Services				
11	Legal Counsel	\$ 130,000	\$ 29,891	
12	Auditor	\$ 20,000	\$ -	
13	Project Consultants (Flood Early Warning System, Ad Hoc Technical services, etc.)	\$ 70,000	\$ 7,552	
	Upstream Detention Project expenses	\$ 150,000	\$ 33,564	
	Reach 2 Supplementary EIR	\$ 155,000	\$ -	
	Cap 205	\$ 143,000	\$ 103,500	
	Reach 1 O&M	\$ 70,000	\$ 52,454	
	Subtotal Contract Services	\$ 738,000	\$ 226,961	31%
Administrative				
14	Computers/Software/Support	\$ 8,000	\$ 2,230	
15	Meeting Supplies	\$ 5,000	\$ 251	
16	Travel/Training	\$ 8,000	\$ 5,814	
17	Office Supplies	\$ 1,500	\$ 139	
18	Telecommunication	\$ 8,600	\$ 2,673	
19	IT	\$ 18,000	\$ 27,165	
20	Postage	\$ 150	\$ 44	
21	Printing/Design	\$ 750	\$ 221	
22	Website	\$ 500	\$ 359	
23	Liability Insurance	\$ 15,000	\$ 14,524	
24	Office Lease	\$ 42,156	\$ 32,851	
25	Utilities	\$ -	\$ -	
26	Office furniture/maintenance	\$ 8,800	\$ 4,071	
	Subtotal Administrative	\$ 116,456	\$ 90,345	78%
General Contingency				
27	General Contingency	\$ 35,000	\$ 1,585	5%
Total Expenses	\$	1,803,626	\$	763,074
				42%

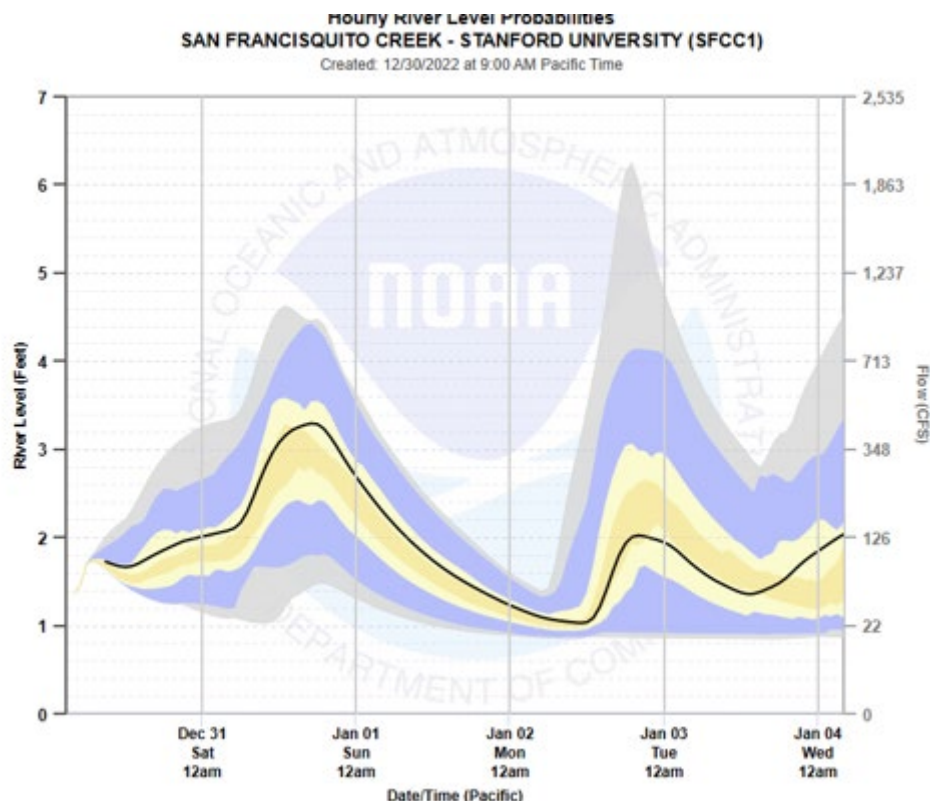
Agenda Item 8.C.

Executive Director's Report, January 26, 2023

2022 ended with some excitement, and so far, 2023 has been busy! I am grateful to Kevin Murray, Tess Byler, and Miyko Harris-Parker, for their dedication to the communities we serve and their contributions to this report and to their commitment to the SFCJPA. Additionally, I want to extend my thanks to our many member agency colleagues, who have been examples of great leadership and collegial work under pressure during the recent storms.

SFCJPA Storm Report

On December 30, the National Weather Service predicted a water surface elevation height for New Year's Eve of 3.2 feet at the USGS stream gage at the Stanford Golf Course, peaking very early in the morning of December 31, (with a range of uncertainty of approximately +/- 1.5 feet). The graph below shows the forecast on December 30.



SFCJPA staff began monitoring flow gauges by approximately 5:30 a.m. At approximately 8:45 a.m. on December 31, 2022, the San Francisquito Creek reached “flood monitoring” stage – which is a flow of about 2000 cubic feet per second (cfs) or a water surface elevation of about 15 feet at the Pope-Chaucer Bridge.

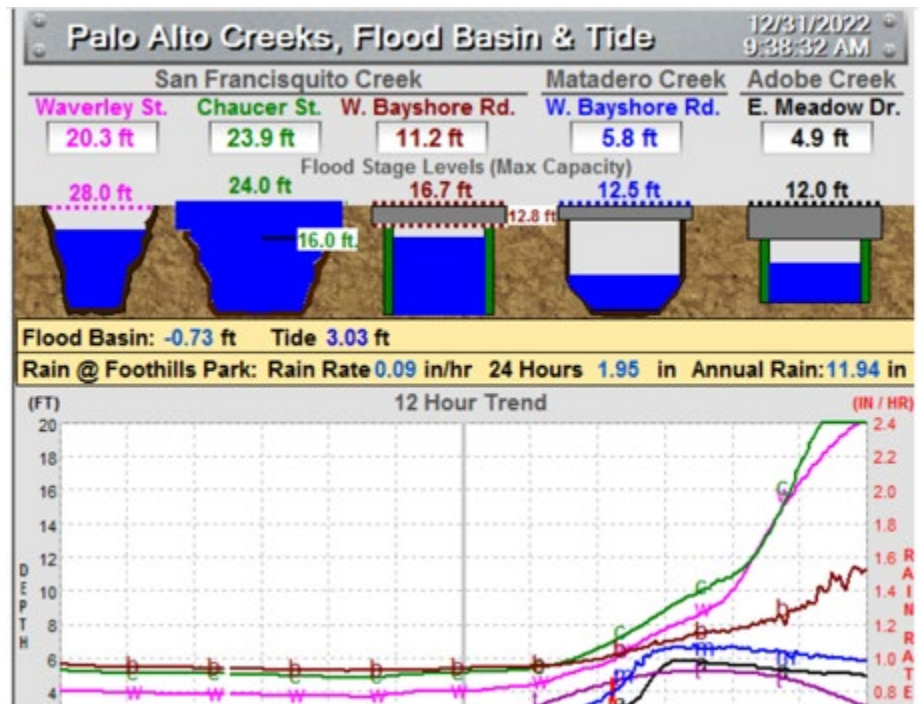
The SFCJPA and member agency Subject Matter Experts (SMEs) were also monitoring rainfall and creek flows. However, monitoring was hampered by the initial intense storm activity in the upper watershed, where two of the three Stanford stream flow gauges used to collect information about flows in the upper watershed were damaged. One was washed away and the other was knocked out of service by a fallen tree. Because the damaged gauges were not reporting, the system did not issue an automated alert.

At 8:54 a.m. the Multi-Agency Coordination (MAC), enabling emergency resource sharing between jurisdictions was activated, and representatives from the Cities, San Mateo County, Valley Water, and others were in attendance.

At 9:06 a.m., the City of Palo Alto issued a flood advisory. In a span of less than 60 minutes, between approximately 8 a.m. and 9 a.m., the creek rose by more than 10 feet, from a water depth of 10 feet to over 20 at the Pope-Chaucer Bridge.

By 9:30 a.m., residents were alerted that within a half-hour, flooding was possible at Pope-Chaucer Bridge and points up and downstream. Palo Alto, Menlo Park, East Palo Alto, Valley Water and the SFCJPA all issued alerts to community members and activated their Emergency Operations Centers.

At approximately 9:38 a.m., according to the sonar monitor at the Pope-Chaucer Bridge, the creek level crested at 23.9 feet. The flood stage is 24 feet. The creek water level receded, then peaked close to that level again at about 10:15 a.m.



SFCJPA staff were on site at the Menlo Park side of the Pope-Chaucer bridge by approximately 1 p.m. and observed evidence of recent muddy creek discharge in the adjacent street gutters and roadways in Menlo Park. Speaking with residents, and later

San Francisquito Creek Joint Powers Authority
December 15, 2022, Executive Director's Report

with Director Burt who was also on scene, it became clear that the creek had overtopped its banks in a few places on each side of the creek, both upstream and downstream of the Pope-Chaucer Bridge.

At approximately 1:45 p.m. the City of Palo Alto staged an excavator at the Pope-Chaucer bridge to remove the raft of debris that had piled up on the bridge headwall. East Palo Alto did the same at the University Avenue bridge.



The flow was initially estimated by the USGS to be 7400 cfs – which would have been the highest flow on record. The USGS later revised their flow numbers to be 6340 cfs.

	<u>DATE</u>	<u>PEAK FLOW RATE (CFS)</u>
1.	FEBRUARY 3, 1998	7200
2.	DECEMBER 31, 2022	6340
3.	DECEMBER 22, 1955	5560
4.	DECEMBER 23, 2012	5400
5.	JANUARY 4, 1982	5220

Completion of the Reach 1 widening enabled water to flow freely to the Bay. This channel widening prevented high flows from backing up in the lower section of the creek, protecting hundreds of East Palo Alto homes near the creek, the Palo Alto Airport, Main Palo Alto Post Office, Silicon Valley International School, and several businesses located east of highway 101. Even though there were a few stormwater pooling areas west of 101, the Reach 1 "Downstream" project, completed in 2019, prevented a significant amount of flooding.

Throughout the event and afterwards, city public works, emergency response, and public safety personnel participated in the MAC calls and their own EOCs. Concerned citizens reported downed trees and other obstacles in the creek through their respective city's reporting channels and through the JPA's website. Information received by the JPA was forwarded to the appropriate city to address. Through these coordinated efforts problems were addressed efficiently.

SFCJPA observations of the event include:

- The NWS forecast called for significantly less rain than occurred, which surprised everyone.
- The intensity of the storm broke the Stanford gauges our system relies on for advance warnings.
 - We are now working with our consultants and partners at Stanford University to evaluate the flow gauges and improve their placement to prevent future damage in extreme events.
- City and Valley Water responses were prompt and efficient, even considering the storm occurred on a holiday weekend when limited staff were available.
- We are all still working to get a clear/specific idea of the area extent of the flooding – and where and how storm drain issues (failure to drain and clogging) contributed to flooding.
- Having had a recent MAC in-person training session helped inter-agency coordination. The storms have identified further opportunities for refining processes and contact details.
- Providing sufficient sandbags was a challenge:
 - Contractors arrived with large trucks and depleted existing supplies
 - Some people could not access them at all because they lacked means (tools, transportation)
 - Some community members went out of their way to help their neighbors
 - Many volunteers showed up at sandbag locations to assist
 - Additional sandbag locations made access easier
- After the storm, city crews quickly evaluated and addressed troublesome trees in the creek channel, averting potential problems. Circumstances in each city identified additional areas for action: how to improve trouble reporting and follow-up, what to do when homes are vacant (residents are on vacation or the home is vacant for other reasons), how to address street drainage issues, etc.

- MAC systems (contact roster, etc.) supported coordinated messaging between agencies.
- East Palo Alto's Open/on-line EOC seemed to work very well, although it was not possible for the JPA staff to be attentive to this 'open channel' 24/7.
- The storm event(s) pointed out some ways in which the SFCJPA can improve its website and other communications tools, such as:
 - More frequent verification of embedded links
 - Addition of each JPA member's trouble reporting systems
 - Having updated map locations when sandbag station locations change
- The SFCJPA was also able to make use of its existing newsletter distribution list to reach community members and stakeholders to provide timely updates. However, providing timely, accurate information to the community when situations change quickly is a challenge (e.g. locations of new sandbag stations)
- Even though large quantities of floating debris rafted against bridge headwalls, there were no blockages due to debris in the channel, indicating that our annual creek maintenance to remove large items has been helpful. However, there were many trees (and other large items) in the channel that fell into the creek because of storm damage. Many years of drought have weakened local trees. We will never be able to prevent trees from falling into the channel during major storms. Other debris observed in the channel included a large quantity of trash: toys, a refrigerator, suitcases, and general litter. Addressing trash in the creek may become an important issue for action.

Storm-related media –

- <https://padailypost.com/2023/01/06/why-two-troublesome-bridges-havent-been-replaced-25-years-after-the-last-flood/>
- https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=789cb551-d030-449b-9a08-5a90f05a6a66&appcode=SAN252&equid=6b17efe3-fa3b-4ecf-b5ba-e3b8578c0741&pnum=3#
- https://www.paloaltoonline.com/news/2023/01/10/city-storms-damage-13-homes-knock-out-power-for-nearly-6000-customers?utm_source=express-2023-01-10&utm_medium=email&utm_campaign=express

Project Updates

Reach 2 Project – This update will be brief. We plan to bring a detailed “deep dive” on Reach 2 project elements, costs, and funding for the Board in February.

Permits – Draft permit application materials have been submitted to regulatory agencies. Final permit materials will be submitted upon resolution of some key questions: whether or not to continue permit submittals for the project as a whole or as its separate elements, and design at channel widening Site #3.

Anticipated Schedule –

2024 - Newell Replacement

2025 – Top-of-Bank and Channel Widening

2025 – Pope-Chaucer Bridge replacement

Easements and Access -

There are a few property owners who have not provided the necessary Permissions to Enter (PTEs) which are required for our project team to legal enter properties to perform detailed site surveys which are needed for site-specific project designs.

In particular, on January 13 SFCJPA and Valley Water staff met with Channel Widening Site 3 neighbors, Mr. Ball, Mr. Johnson and Mr. Brand, and their legal and environmental consultants.

These project neighbors expressed concerns over the potential project impacts to their properties and asked the SFCJPA to consider alternatives to our proposed design.

The proposed design has been for widening to occur only on the Palo Alto side of the channel, as that is the area already hardscaped with stacked sacked concrete and offers the most capacity for expanding the channel geometry. After excavation, the Palo Alto bank would be protected by a soil nail wall or reinforced sheetpile wall, which required a sub-surface easement from two of these neighbors. Soil nails would have been inserted in the channel wall beginning at a depth of about 5 -6 feet from the surface, would penetrate the channel wall to a depth of approximately 15 feet, and would be inserted in every 5 – 8 feet laterally and vertically on the channel wall.

The project neighbors requested that we consider widening the channel only on the East Palo Alto side, and if that wasn't possible, to widen on both sides of the creek, which they hoped would protect the trees growing on the top of the bank on the Palo Alto side of the channel, some of which are in the Valley Water maintenance easement, and some of which are on private property.

The SFCJPA and Valley Water appreciate our project neighbor's concerns and have given this option thorough consideration. There is insufficient space available to widen on only the East Palo Alto side – it will not work hydraulically. And although the two-sides widening option does provide the hydraulic capacity needed, it creates other significant problems.

By widening on both sides, the project would need to remove the natural features of the creek on the East Palo Alto side, thus effectively creating a box-culvert for several hundred linear feet of the creek. In addition, the two-sided design is not as stable as a single wall design and would likely require more maintenance.

Valley Water has retained the engineering support of Mark Thomas and Associates to advance the engineering design of the Reach 2 elements. Mark Thomas and

Associates considered the constraints of this project site and has initially recommended two possible approaches: a concrete face with deep tie-backs, or a sheet pile wall with deep tie-backs. These approaches are similar to the originally proposed soil nail wall, as they create a solid face with underground anchors. However, both the concrete face and sheet pile walls are more durable and will not be susceptible to twisting or buckling (deflection) as might a soil nail wall. Further, the deep tie-backs do not need to be placed as close to the soil surface as the soil nails. Either the concrete face or sheet pile walls with deep tie backs will hopefully have less impact on the trees at the top of the bank, and the deeper tie-backs will not interfere with any existing on-site features (pools, garages, etc.). Mark Thomas and Associates have been asked to continue their exploration of engineering options that minimize impacts to the Palo Alto side of the channel. Final selection of design options depends on detailed site surveys of the two impacted properties where sub-surface easements are needed.

On Friday, January 13, SFCJPA staff, and project partners at the USACE and Valley Water met with the project neighbors, their consultants and legal representative. The team provided Mr. Johnson, Mr. Brand and Mr. Ball, their adjacent neighbor, an overview of the channel widening design status and described a new design that would address their stated concerns- damage to trees and structures. This new concept would have fewer and deeper tiebacks that would avoid both structures and major tree roots. Initially the information presented to the project neighbors seemed to be received with polite consideration. However, as the conversation progressed, it was clear that the three property owners at widening Site 3 rejected the new proposed designs, insist that we have not addressed their needs, have expressed their opposition to providing survey access, and to are firmly set against the proposed designs for Site 3.

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

Reach 2 Elements	Design	Permitting	Rights of Way	Utility Relocations	Construction Funding/costs
Status	50% - 90%	Work on potential optimization of widening sites to minimize impacts to trees, creek channel and property owners has been completed and recommendations have been reviewed and accepted by Valley Water.	Coordination ongoing between SFCJPA and Valley Water re. rights of way process. Additional right-of-way work will be necessary for future repair/replacement of existing top-of-bank features in Palo Alto.	Utility mapping underway.	We will bring a comprehensive update to the Board in February.

San Francisquito Creek Joint Powers Authority
December 15, 2022, Executive Director's Report

Reach 2 Elements	Design	Permitting	Rights of Way	Utility Relocations	Construction Funding/costs
			Letters to property owners have been mailed, and follow-up calls, and visits are underway.		
This Month's Update	No new design updates	Draft permit documents submitted on July 13. RWQCB has provided comments on the draft materials. Otherwise, no new information on Permits. We are now in contract with EMC, Inc. who will begin SEIR field investigations in January.	32 PTEs out of 47 needed (widening sites and top of bank) Valley Water real estate team has completed valuation of PTEs and are offering property owners some monetary incentives for PTEs. Last set was mailed in early January.	No new information	The round 2 DWR Prop 1 grant was awarded for channel widening work in the amount of \$3.7M.
For Next Month (Jan. 2023)	Top of bank 30% design to be prepared. Widening design to be finalized if Site 3 wall type is decided.	Initiate field investigations for SEIR	VW will continue easement acquisition legal process for Santa Clara County parcels. JPA will initiate easement acquisition process (research, outreach and identifying next steps) for R2 parcels in SM Co.		Staff will continue to explore new funding opportunities, including plans for coordinated outreach to the offices of federal and state elected officials.
Potential Issues (& opp's)	Exploring Site 5 designs w/ smaller project footprint. Widening on	Addition of fish features (as part of the option to widen on both sides at Site 3) could increase	Negotiating with many private property owners for top of bank as well as for channel widening sites.	Overhead power lines – or other utilities - could impact construction	

San Francisquito Creek Joint Powers Authority
December 15, 2022, Executive Director’s Report

Reach 2 Elements	Design	Permitting	Rights of Way	Utility Relocations	Construction Funding/costs
	<p>both sides at Site 3 being considered at request of property owners.</p> <p>USACE analysis of the additional engineering options will delay the overall process and add costs.</p>	project footprint and costs		methods and costs. Underground utilities may limit design options.	

Forward view of upcoming agendas

January 2023 (26 th)	Presentation by Stanford University Annual Board Calendar Board Officer Appointments
February	Reach 2 Study Session: Project Details, Costs, and Funding Draft Updated JPA Members Agreement – tentative Comprehensive Plan
March - Return to in person	Draft Updated JPA Members Agreement – action item
April	Draft SFCJPA operations budget for FY2023-2024

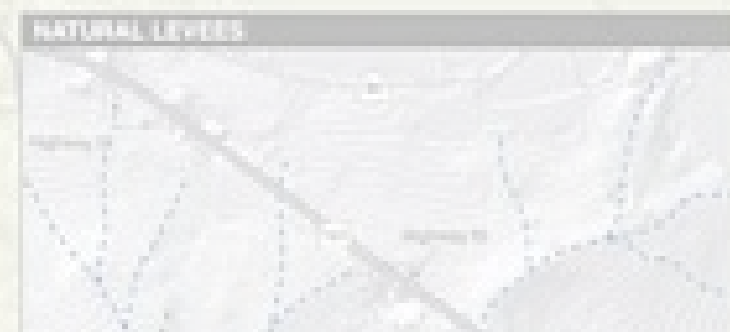


Artificial bodies of water, modern



SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY

Regular Meeting of the Board of Directors
January 26, 2023



A topographic map of the San Francisco Peninsula showing various watersheds. The map is color-coded: blue for water, green for forested areas, and brown for urban/developed areas. A legend in the top left corner shows a blue square for 'Artificial bodies of water, modern' and a brown square for 'Abandoned channels'. The map labels several watersheds: San Franciscoquito Creek Watershed Boundary, San Franciscoquito Creek subwatershed, Corte Madera Creek subwatershed, Portola Valley, Los Trancos Creek subwatershed, Atherton, Menlo Park, Palo Alto, East Palo Alto, Mountain View, and Woodside. It also shows 'Modern engineered channels' and 'Abandoned channels'. A white box in the top left corner contains the text 'Artificial bodies of water, modern'.

AGENDA

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

1. ROLL CALL

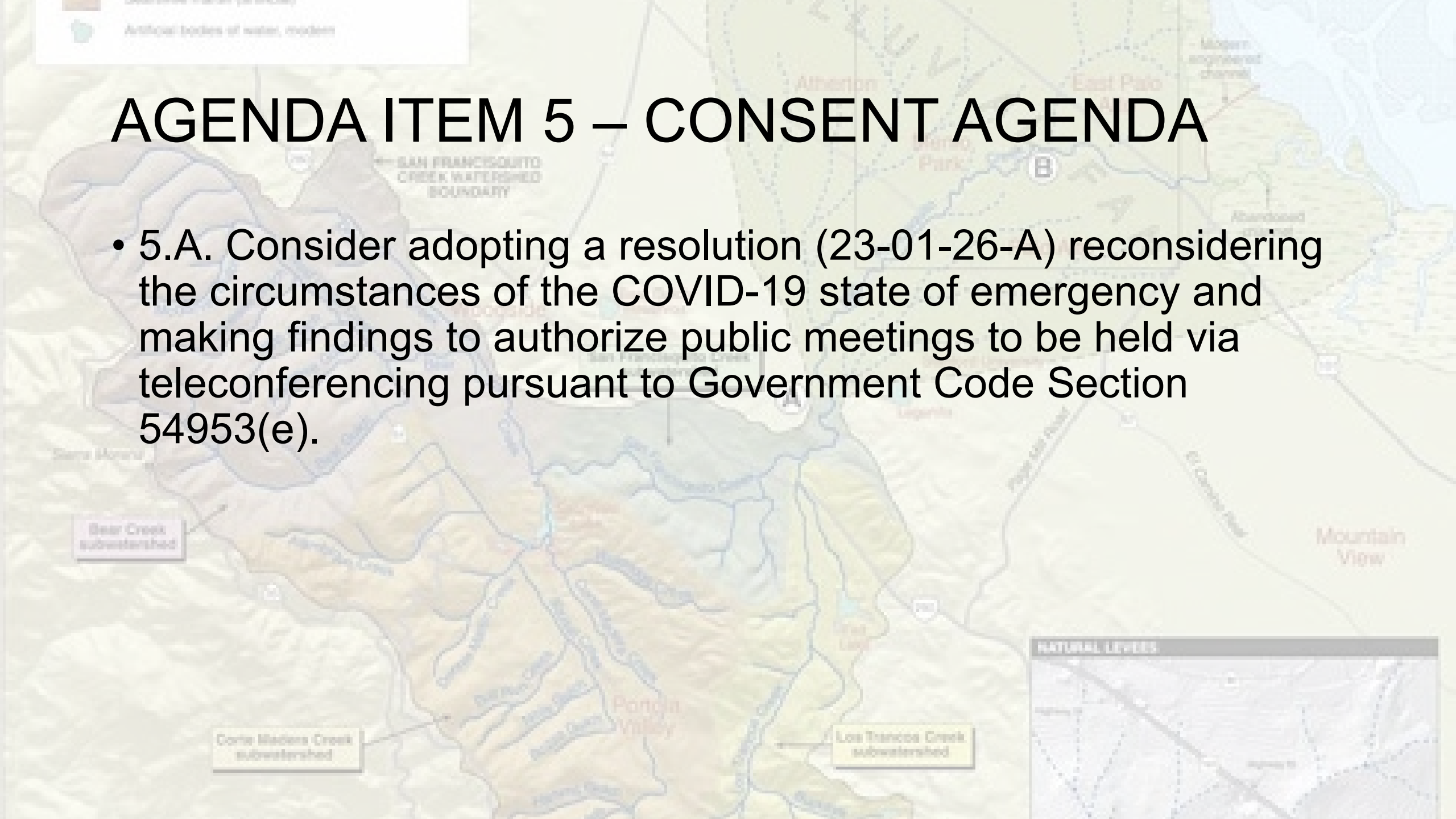
2. APPROVAL OF AGENDA: Changes or additions to the agenda.

3. Approval of Meeting Minutes: December 15, 2022.

4. PUBLIC COMMENT: Individuals may speak on a non-agendized topic for up to three minutes on a topic within the SFCJPA's jurisdiction.

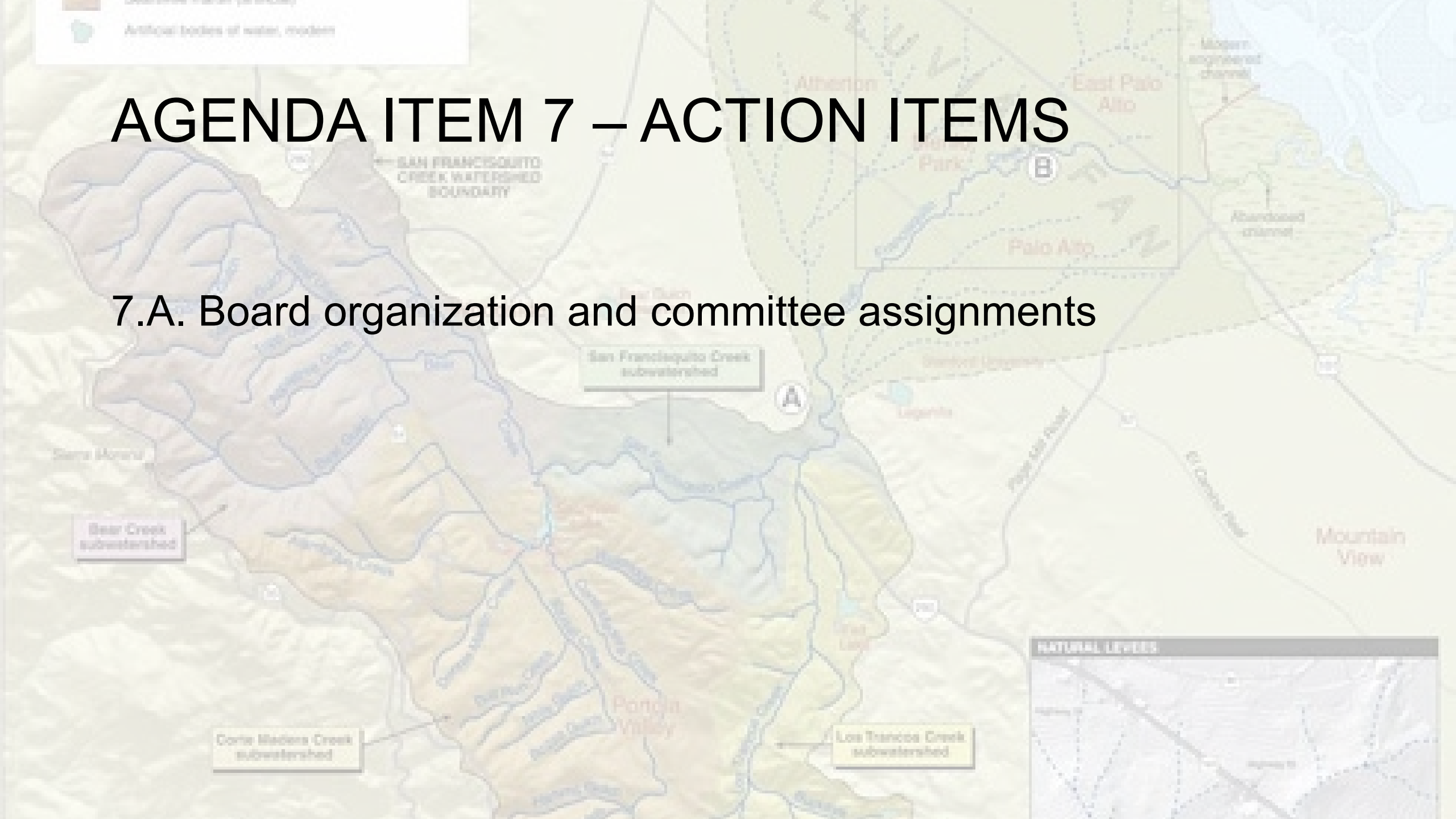
AGENDA ITEM 5 – CONSENT AGENDA

- 5.A. Consider adopting a resolution (23-01-26-A) 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).



AGENDA ITEM 7 – ACTION ITEMS

7.A. Board organization and committee assignments



AGENDA ITEM 7 – ACTION ITEMS

7.B. Approve 2023 Regular Board Meeting Schedule

January 26, 2023
Video/teleconference

March 16, 2023
City of Menlo Park
Council Chambers
701 Laurel Street
Menlo Park, CA

May 18, 2023
City of Palo Alto
Council Chambers
250 Hamilton Ave
Palo Alto, CA

July 20, 2023
City of East Palo Alto
Council Chambers
2415 University Ave
East Palo Alto, CA

September 21, 2023
City of Palo Alto
Council Chambers
250 Hamilton Ave
Palo Alto, CA

November 16, 2023
City of East Palo
Council Chambers
2415 University Ave
East Palo Alto, CA

February 16, 2023
Video/teleconference

April 20, 2023
City of East Palo Alto
Council Chambers
2415 University Ave
East Palo Alto, CA

June 15, 2023
City of Menlo Park
Council Chambers
701 Laurel Street
Menlo Park, CA 94025

August 17, 2023
(Board recess. No meeting)

October 19, 2023
City of Menlo Park
Council Chambers
701 Laurel Street
Menlo Park, CA

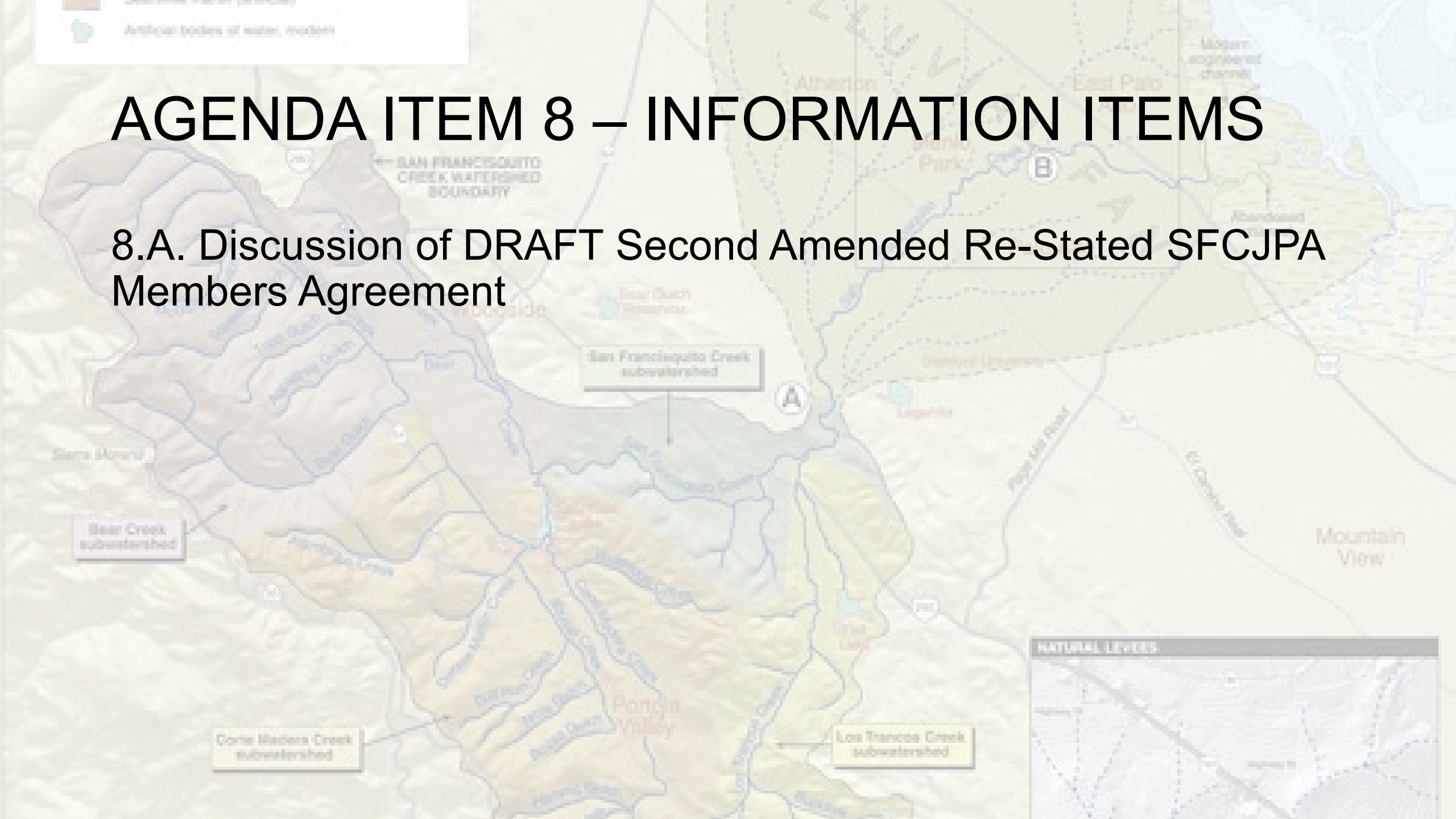
December 21, 2023
City of Menlo Park
Council Chambers
750 Laurel Street
Menlo Park, CA

*City of Palo Alto not available.

*City of East Palo Alto dates not confirmed. City of Menlo Park has confirmed the use of Menlo's Council Chambers if East Palo Chambers or meeting room cannot be reserved.

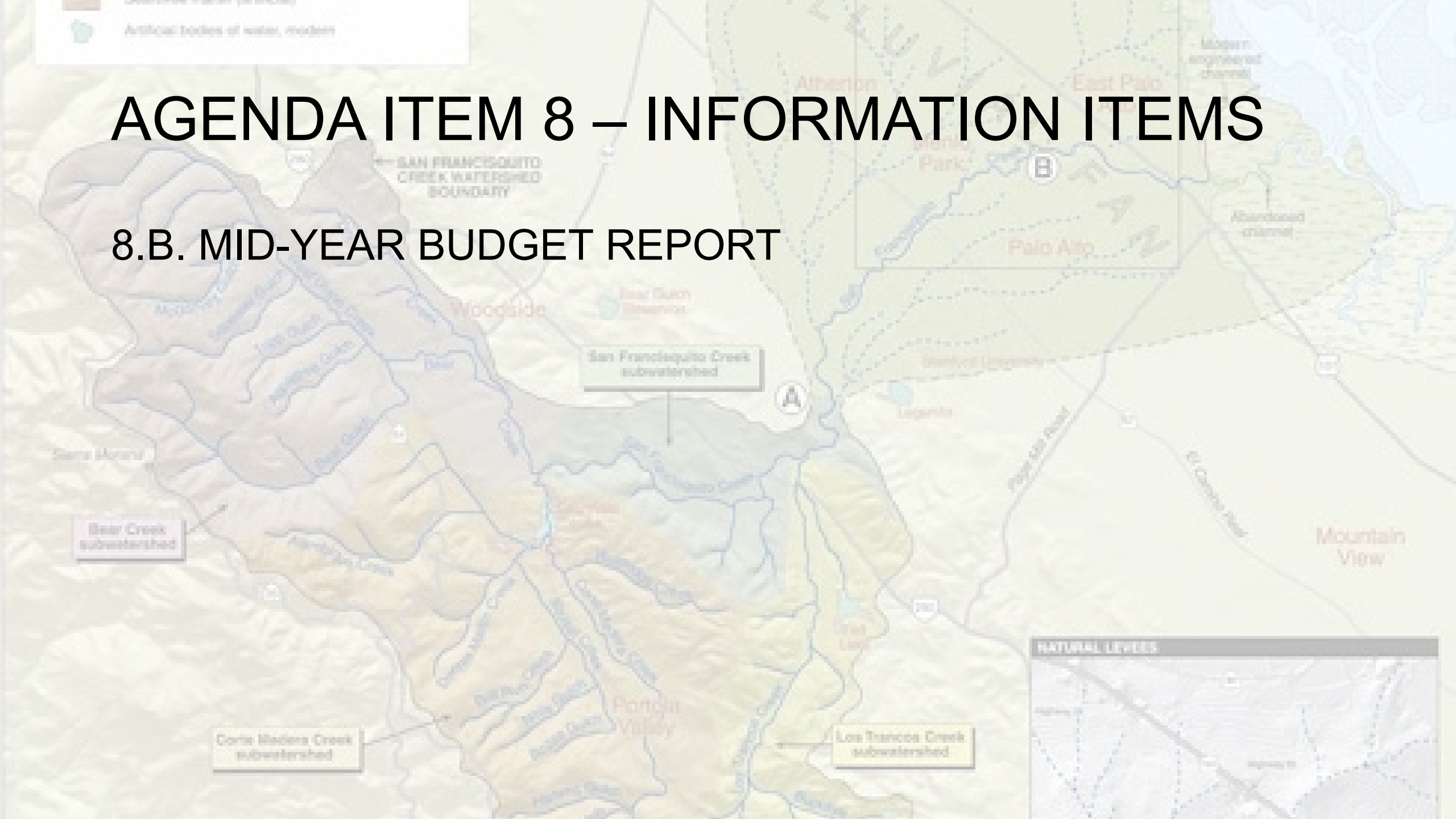
AGENDA ITEM 8 – INFORMATION ITEMS

8.A. Discussion of DRAFT Second Amended Re-Stated SFCJPA Members Agreement



AGENDA ITEM 8 – INFORMATION ITEMS

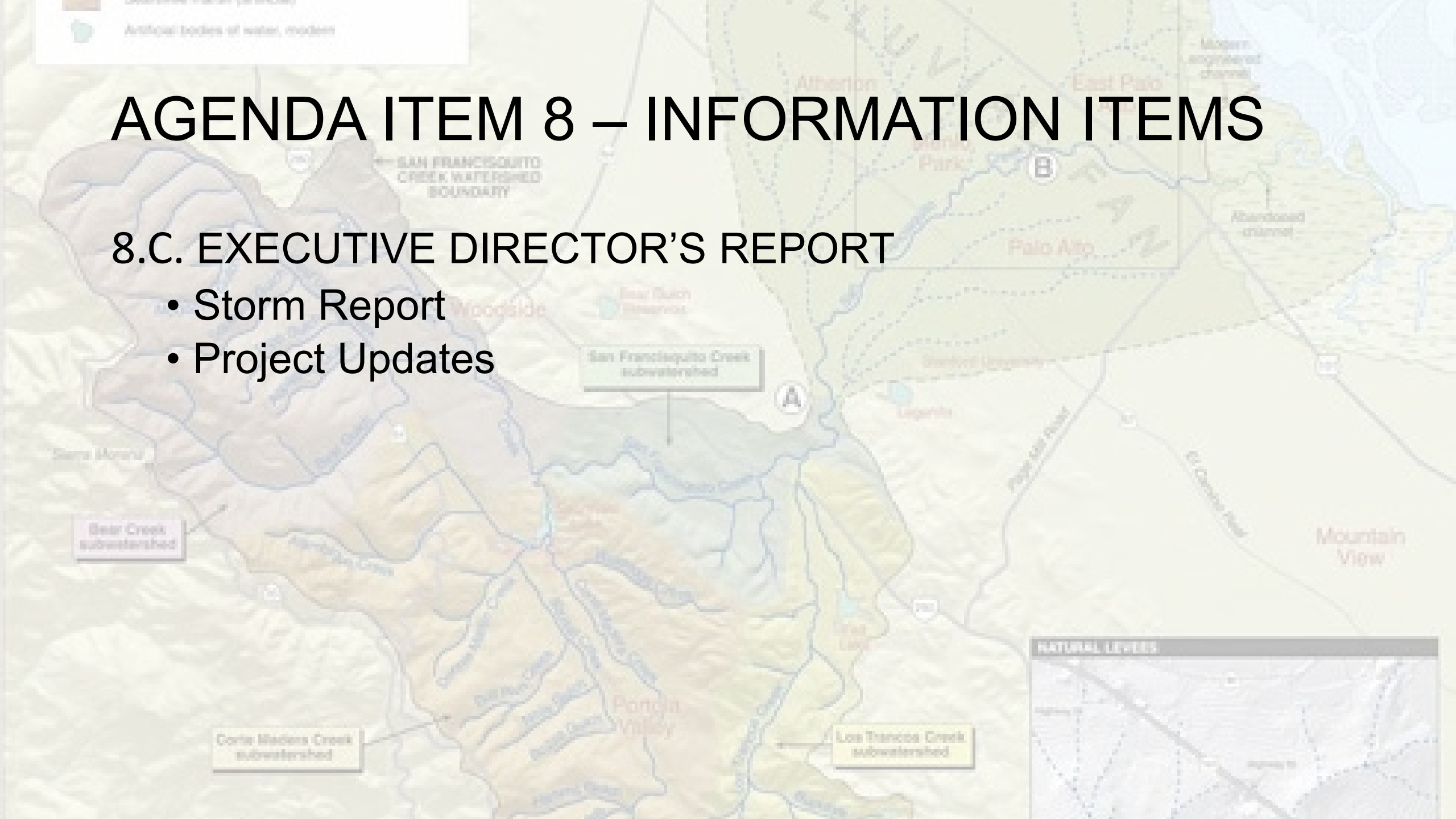
8.B. MID-YEAR BUDGET REPORT



AGENDA ITEM 8 – INFORMATION ITEMS

8.C. EXECUTIVE DIRECTOR'S REPORT

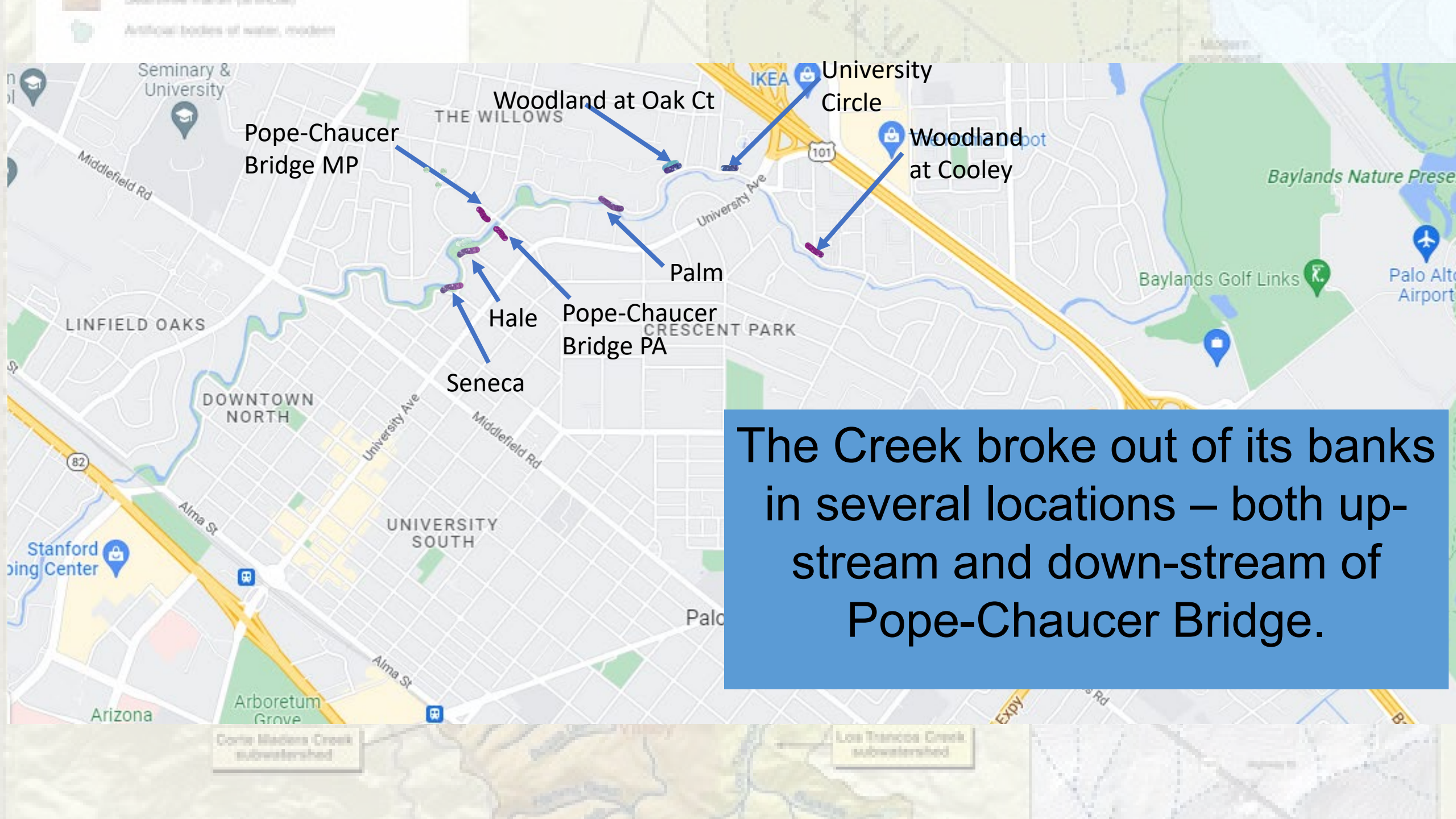
- Storm Report
- Project Updates



STORM REPORT

- Early in the morning of December 31, 2022, a significant atmospheric river delivered three times the predicted rain into the upper SFC watershed.
- By 8:45 a.m. the SFC reached 'flood monitoring' stage (about 2000cfs)
- At 8:55 the regional Multi-Agency Coordination (MAC) was activated
- At 9:06 the City of Palo Alto issued a flood warning. Menlo Park and East Palo Alto followed in close succession.
- At approximately 9:38 a.m., according to the sonar monitor at the Pope-Chaucer Bridge, the creek level crested at 23.9 feet





Pope-Chaucer
Bridge MP

Woodland at Oak Ct

University
Circle

Woodland
at Cooley

Palm

Pope-Chaucer
Bridge PA

Hale

Seneca

The Creek broke out of its banks
in several locations – both up-
stream and down-stream of
Pope-Chaucer Bridge.

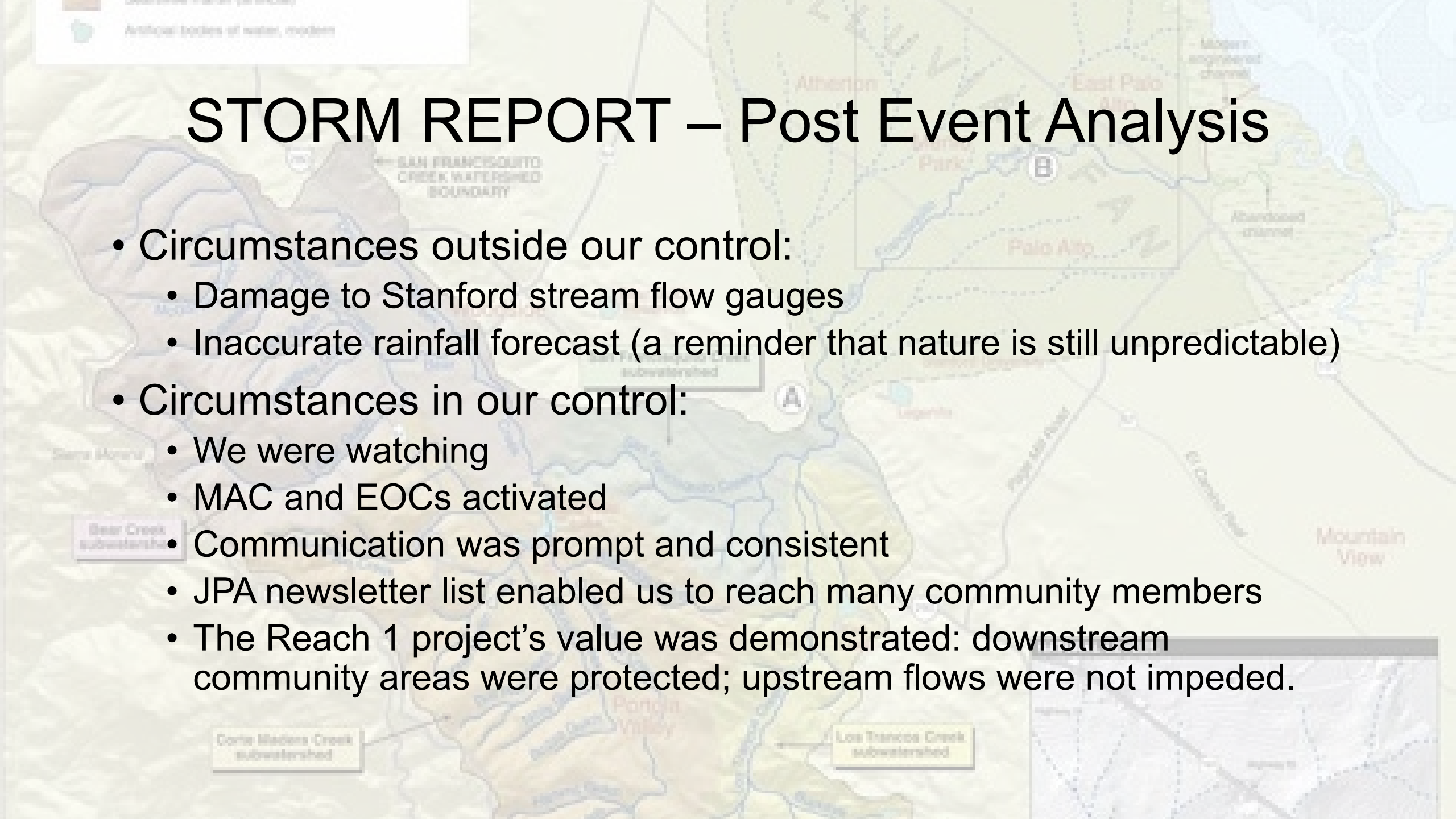
Corte Madera Creek
subwatershed

Los Francisco Creek
subwatershed

STORM REPORT

- Properties in Menlo Park, East Palo Alto and Palo Alto were impacted by creek flooding. The extent of flood damage is being evaluated.
- Floating debris rafted up against the headwalls of the bridges but did not block water flow. Excavators were used to remove debris.
- City Public Works and Valley Water coordinated to remove many trees that fell into the creek during and after the storm.



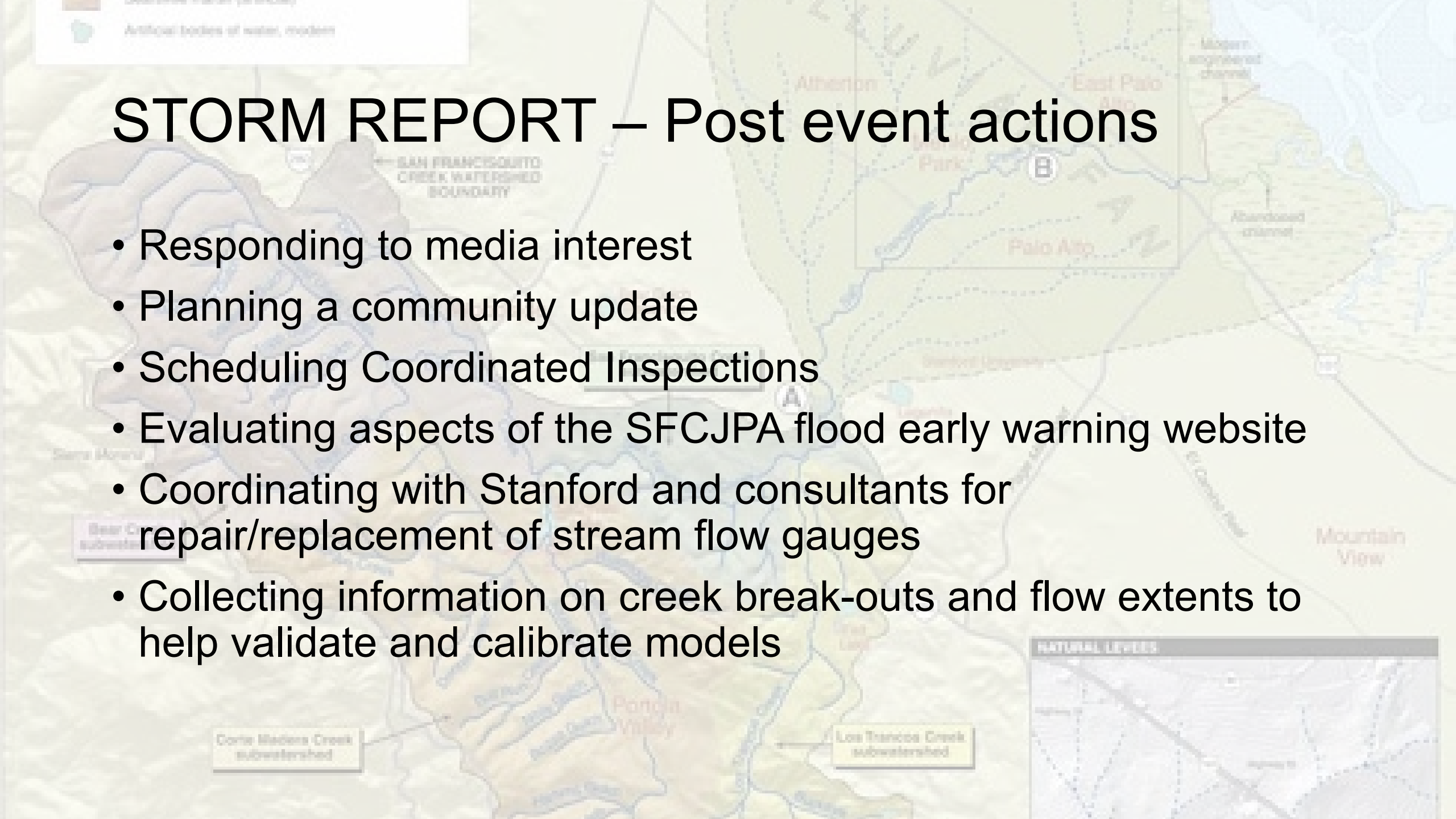
A map of the San Francisco Bay Area showing various watersheds and storm impact areas. The map includes labels for 'Artificial bodies of water, modern' in the top left, 'SAN FRANCISCO CREEK WATERSHED BOUNDARY', 'Bear Creek subwatershed', 'Corte Madera Creek subwatershed', 'Los Trancos Creek subwatershed', 'Alhambra', 'East Palo Alto', 'Palo Alto', 'Mountain View', 'Modern engineered channel', and 'Abandoned channel'. Two specific areas are marked with circled letters 'A' and 'B'.

STORM REPORT – Post Event Analysis

- Circumstances outside our control:
 - Damage to Stanford stream flow gauges
 - Inaccurate rainfall forecast (a reminder that nature is still unpredictable)
- Circumstances in our control:
 - We were watching
 - MAC and EOCs activated
 - Communication was prompt and consistent
 - JPA newsletter list enabled us to reach many community members
 - The Reach 1 project's value was demonstrated: downstream community areas were protected; upstream flows were not impeded.

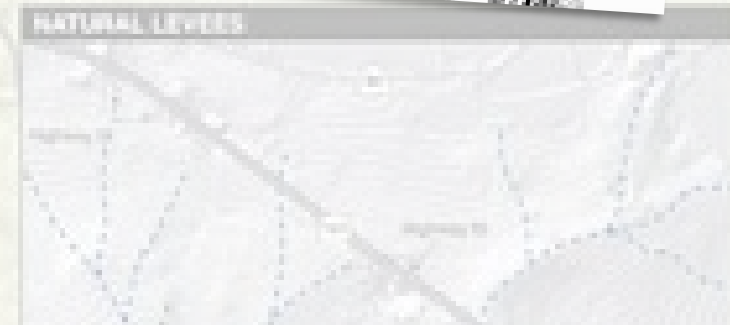
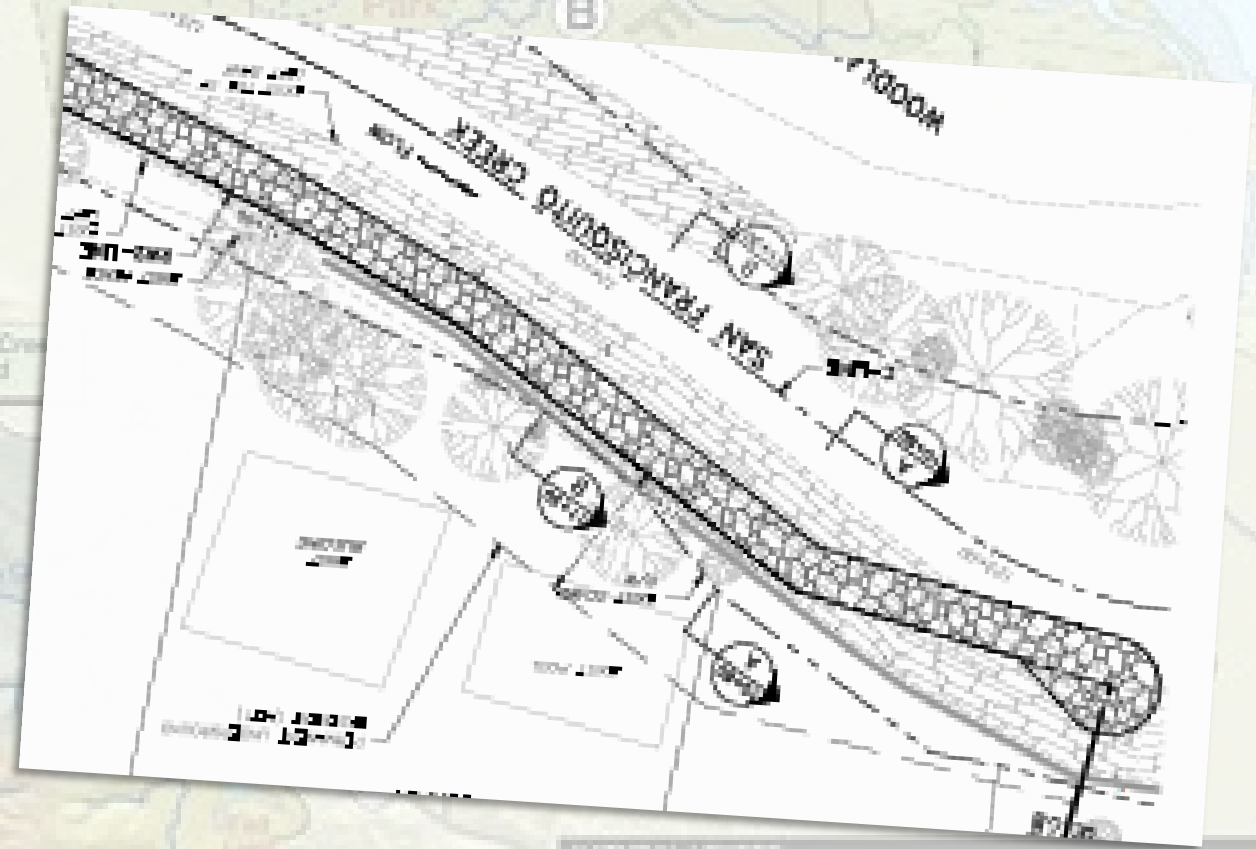
STORM REPORT – Post event actions

- Responding to media interest
- Planning a community update
- Scheduling Coordinated Inspections
- Evaluating aspects of the SFCJPA flood early warning website
- Coordinating with Stanford and consultants for repair/replacement of stream flow gauges
- Collecting information on creek break-outs and flow extents to help validate and calibrate models



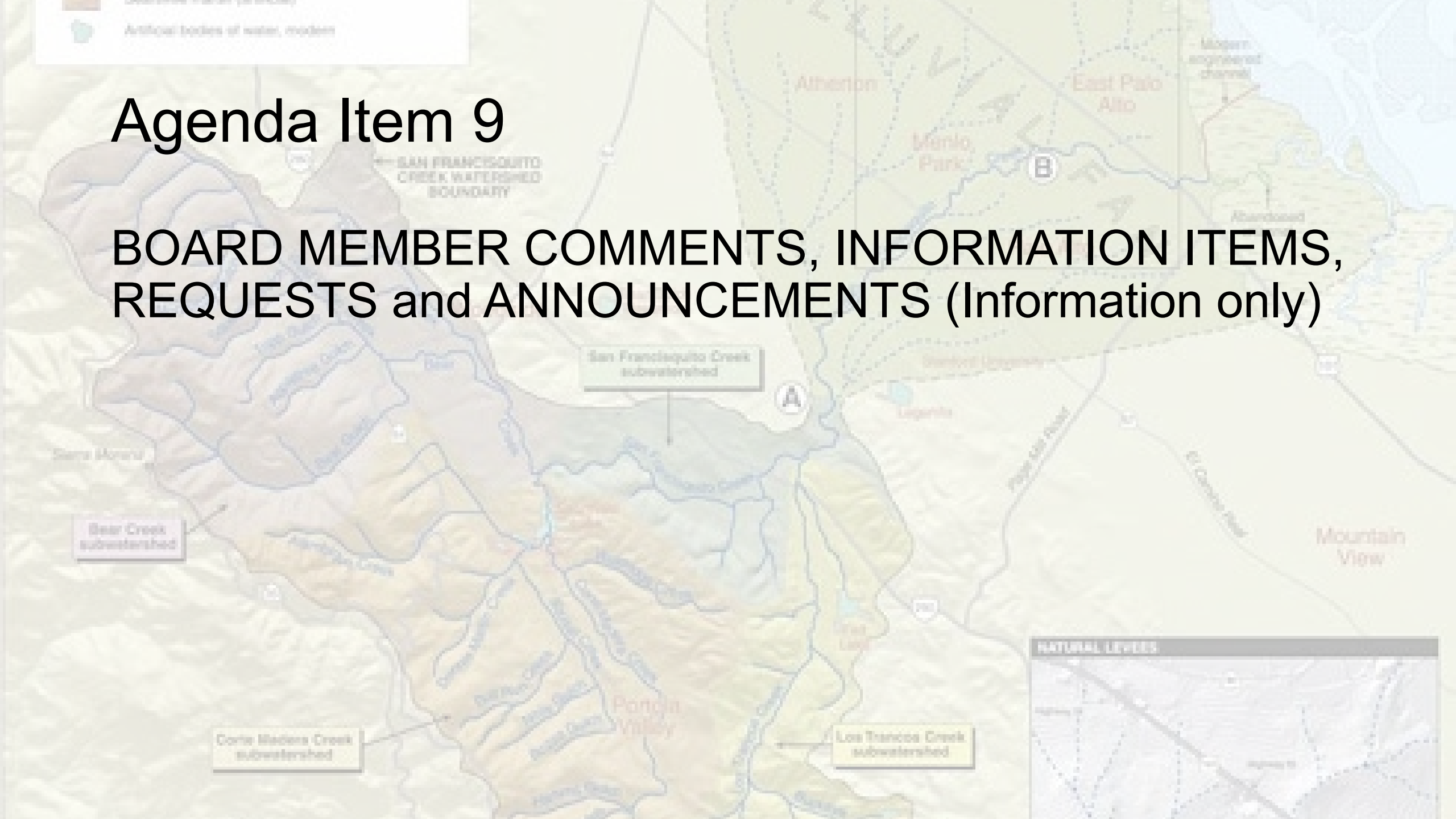
Project & Organization Updates

- Reach 2 –
 - Access and Easements
 - Decisions about permits: project elements all together vs separate
 - Deep dive next month



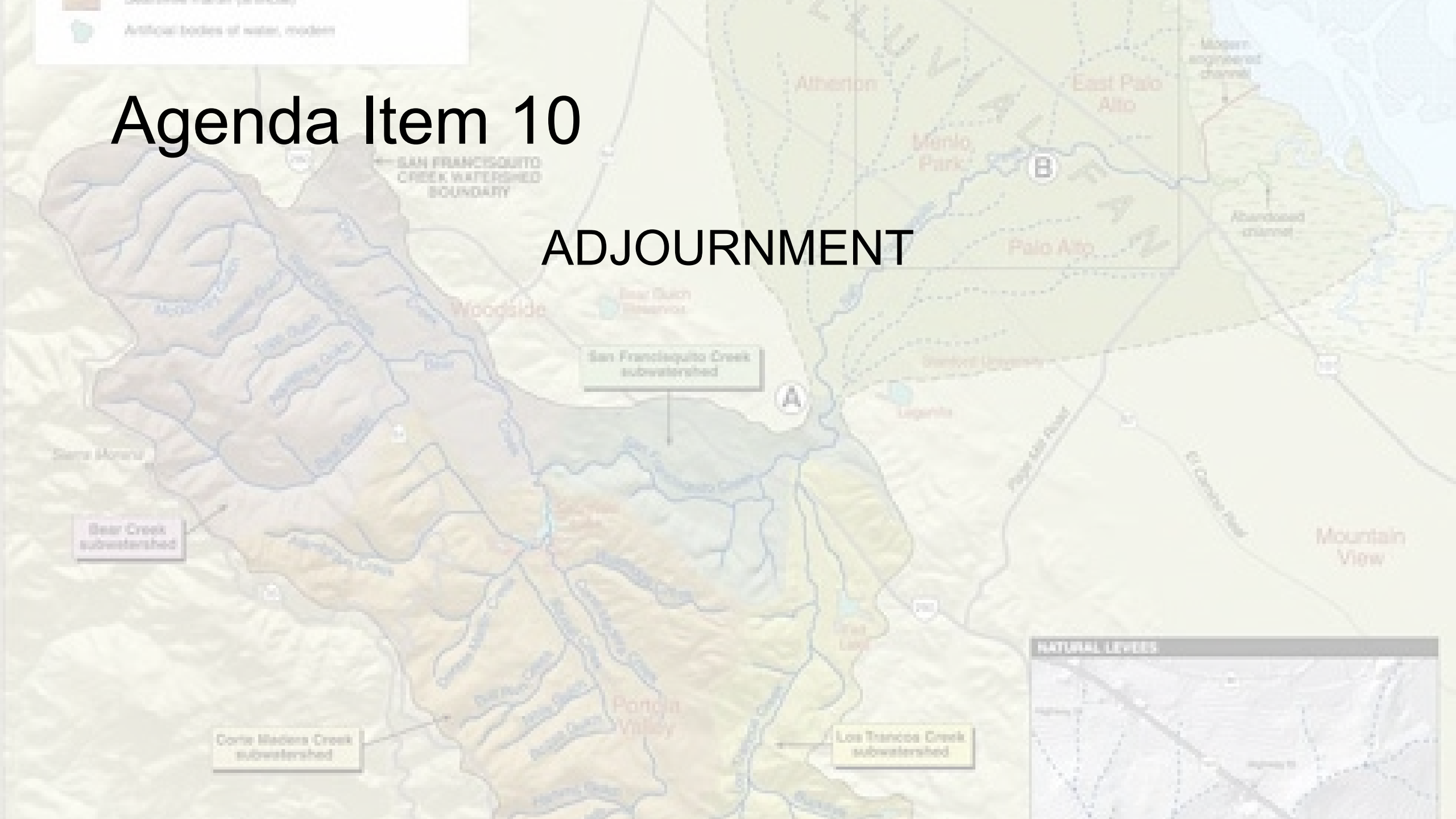
Agenda Item 9

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



Agenda Item 10

ADJOURNMENT



Recent Storm Events and City of East Palo Alto Response January 19, 2023

On December 31, 2022, and for a number of days thereafter, the City faced flooding and extreme storm conditions.

Numerous locations throughout the City were significantly inundated with mud, debris, and erosion rendering some roads, facilities, and systems unusable.

The San Francisquito (SF) Creek overflowed at Woodland/Manhattan causing significant damage to private property as well flooding public roadways.

Numerous trees fell city-wide causing damage to both public and private property.

Large fallen trees and debris was removed from the SF creek by City crews and contractors.

City Staff noted creek bank erosion along the SF creek at Woodland/Manhattan and closed of a lane along Woodland Ave.

The City of East Palo Alto took various steps to respond to the storm including the following:

- Sandbags – The City created two sandbag stations citywide and was constantly replenishing sandbags for public use.
- Staffing – The entire Maintenance team was on call responding to the storm around the clock.
- On-call contractors – The City brought on four on-call contractors who supplied labor, equipment and supplies during the emergency.
- The City activated its Emergency Operation Center (EOC) on January 4, 2023 and kept it active throughout the storm
- The City communicated and coordinated with the MAC, County, Valley Water, neighboring agencies, Menlo Fire, and the JPA throughout the emergency
- On January 6, 2023, the City Council passed a Resolution declaring a local emergency
- The City continues to assess damage and clear out debris from drains and outfalls

The City is working with the County to submit all damage assessment forms pertaining to the emergency.

Valley Water Actions before, during, and after the December 31, 2022 storm event

During the time between 12/21/22 and 1/1/23, Valley Water was actively engaged with Inclement Weather Calls hosted by the Santa Clara County Operational Area, reviewing and analyzing weather forecast information, monitoring district waterways and reservoirs, and projecting potential flooding concerns. All Valley Water projections have been openly shared with the cities and county before, during, and after the timeframe identified above.

During the early hours of 12/31/22, Valley Water staff observed that the weather forecast for rainfall at this time did not materialize as forecasted. The northern area of Santa Clara County received a much larger amount of precipitation over a longer than forecasted timeframe, which resulted in significantly higher than projected water flows in San Francisquito Creek. Upon learning of this change in environment, Valley Water contacted the SFC MAC point of contacts (Ken Dueker and Nathan Rainey) with updated information. Ken Dueker then took lead of coordinating SFC MAC coordination, which Valley Water participating in and provided support. Valley Water provided additional sandbag resources as available, and district field crews removed creek debris and blockages under safe conditions. All public communication by Valley Water was coordinated with the SFC MAC during the storms.