



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

Notice of Regular Meeting of the Board of Directors

Thursday, May 26, 2022

3:30 P.M.

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

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

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

Register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZcvdOChrDMiGdPOdgFO80OK-BIA6lg8M6nA>

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

Agenda

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF AGENDA: Changes or additions to the agenda.
3. APPROVAL OF MEETING MINUTES: April 28, 2022, Regular Meeting
4. PUBLIC COMMENT: *Individuals may speak on a non-agendized topic for up to three minutes.*

REGULAR BUSINESS

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

5. CLOSED SESSION
 - A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director

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SAN FRANCISQUITO CREEK
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- B. CONFERENCE WITH LABOR NEGOTIATOR
Agency designated representative: Board Chair Ruben Abrica
Unrepresented employee: Executive Director

6. CONSENT AGENDA

- A. Consider adopting a resolution reconsidering the circumstances of the COVID-19 state of emergency and making findings to authorize public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e).
- B. Review and consider approval of a contract in an amount not to exceed \$25,000 with Nuestra Casa as part of the Measure AA grant award implementation team for community outreach and engagement.
- C. Review and consider approval of a contract with Climate Resilient Communities/Acterra in an amount not to exceed \$25,000 as part of the Measure AA grant award implementation team for community outreach and engagement.

7. ACTION ITEMS

- A. Consideration of Amendment to Executive Director's Contract
- B. Discussion and potential action on Draft Budget for FY 22/23
- C. Consider a Resolution to accept Measure AA grant in the event of an award by the San Francisco Bay Restoration Authority (SFBRA) board on June 24, 2022

8. INFORMATION ITEMS

- A. Executive Director's Report with special update on Offline Detention

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. by Monday May 23, 2022, at sfcjpa.org -- click on the "Meetings" tab near the top.

SFCJPA REGULAR BOARD MEETING

MAY 26, 2022



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

AGENDA

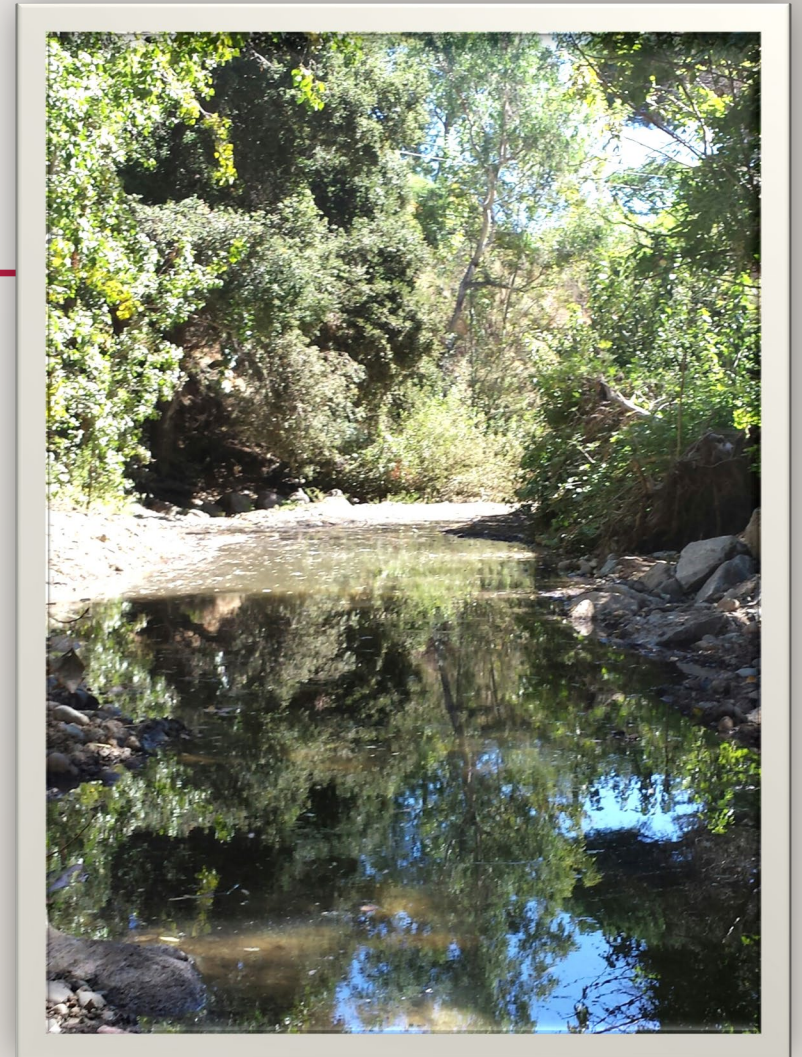
MEMBERS OF THE PUBLIC MAY SPEAK ON ANY AGENDA ITEM FOR UP TO THREE MINUTES

1. ROLL CALL

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

3. APPROVAL OF MEETING MINUTES: APRIL 28 2022, REGULAR BOARD MEETING.

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



AGENDA ITEM 5.

CLOSED SESSION

The Board will convene a closed session for the purposes of:

8.A. Public Employee Performance Evaluation

TITLE: Executive Director

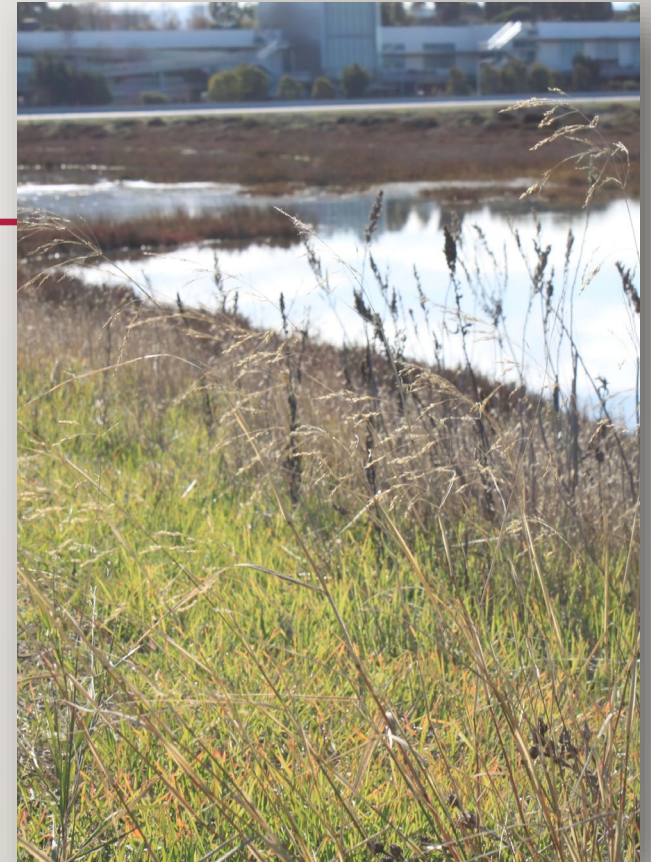
8.B. Conference with Labor Negotiator

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



AGENDA ITEM 6 – CONSENT AGENDA

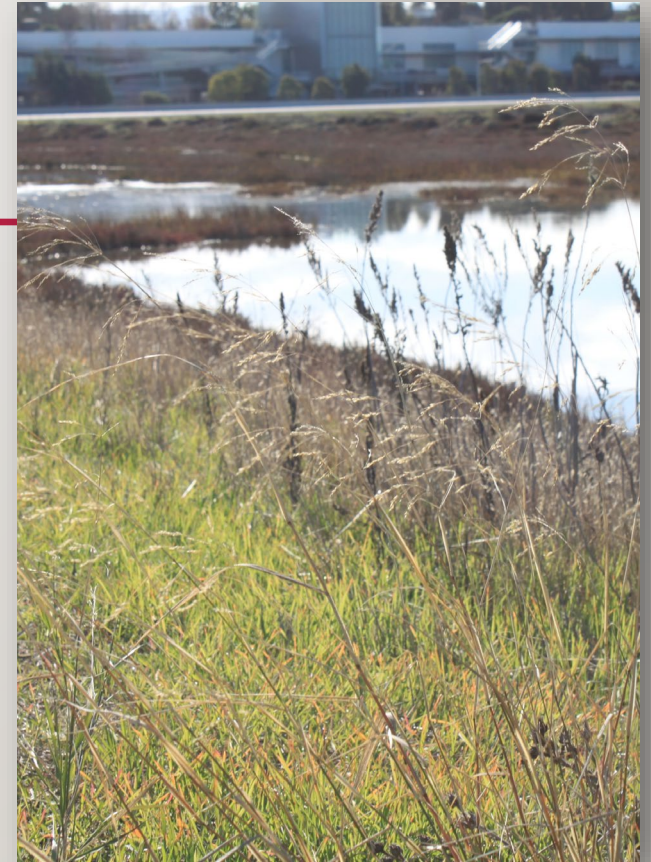
6.A Consider adopting a resolution reconsidering the circumstances of the COVID-19 state of emergency and making findings to authorize public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e).



AGENDA ITEM 6 – CONSENT AGENDA

6.B and 6.C

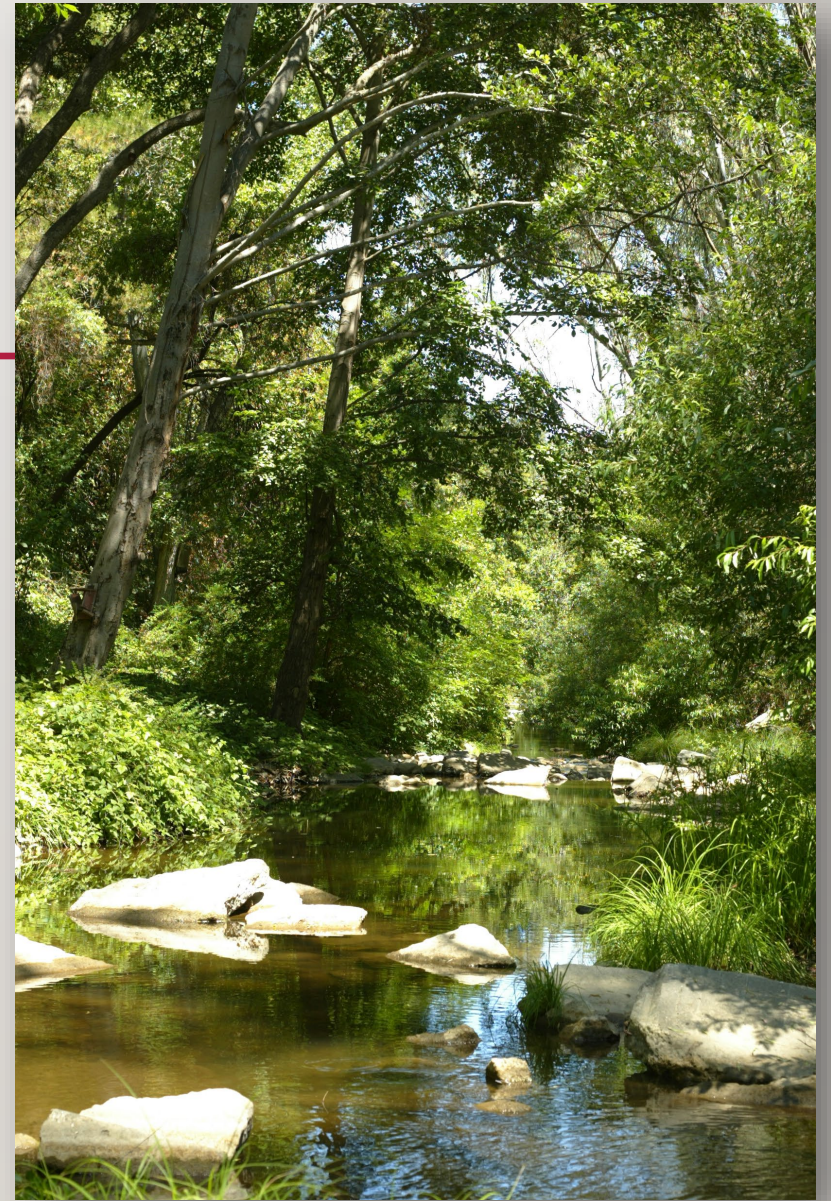
Consider staff's recommendation to issue two contracts in the amount of \$25,000 each to Climate Resilient Communities/Acterra and Nuestra Casa respectively to support community engagement and outreach for the SAFER Bay project's Environmental Review process.



AGENDA ITEM 7.

ACTION ITEMS

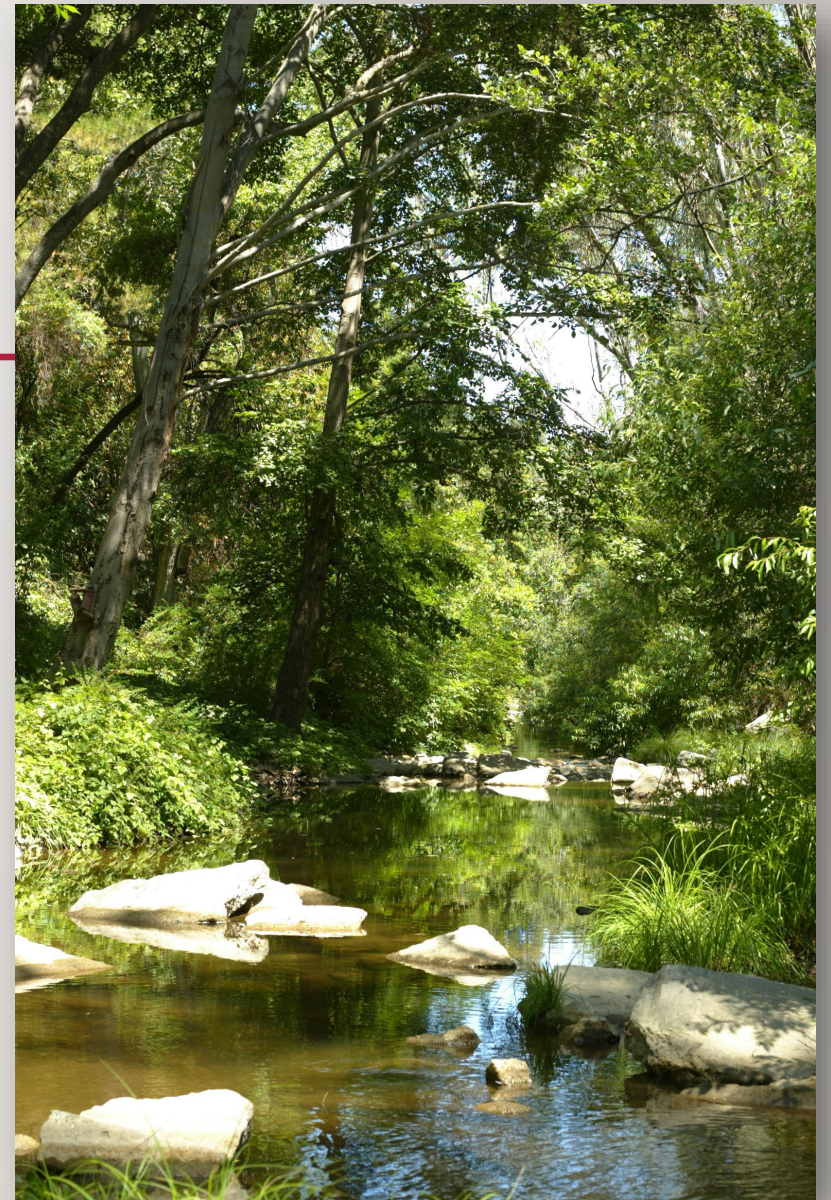
7.A. Consideration of amendment to
Executive Director's Contract



AGENDA ITEM 7.

ACTION ITEMS

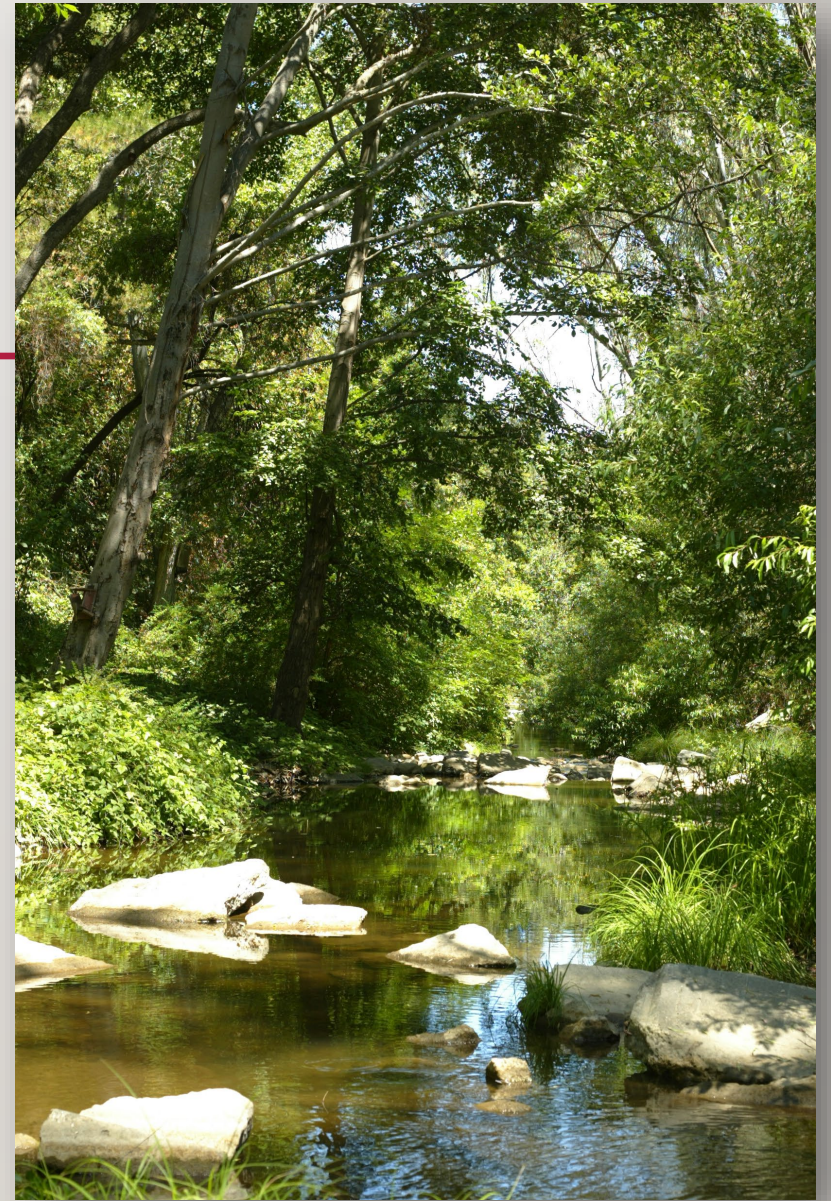
7.B. Discussion and potential action on Draft Budget for FY 22/23



AGENDA ITEM 7.

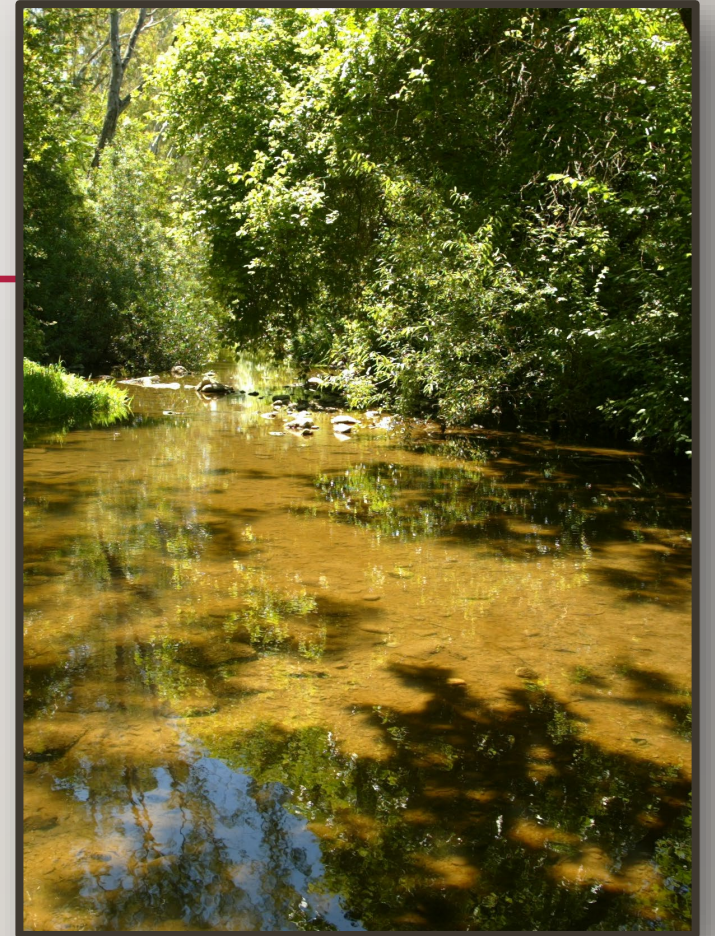
ACTION ITEMS

7.C. Consider a Resolution to accept Measure AA grant in the event of an award by the SFBRA board on June 24.



AGENDA ITEM – 8 INFORMATION ITEMS

8.A. Executive Director's Report



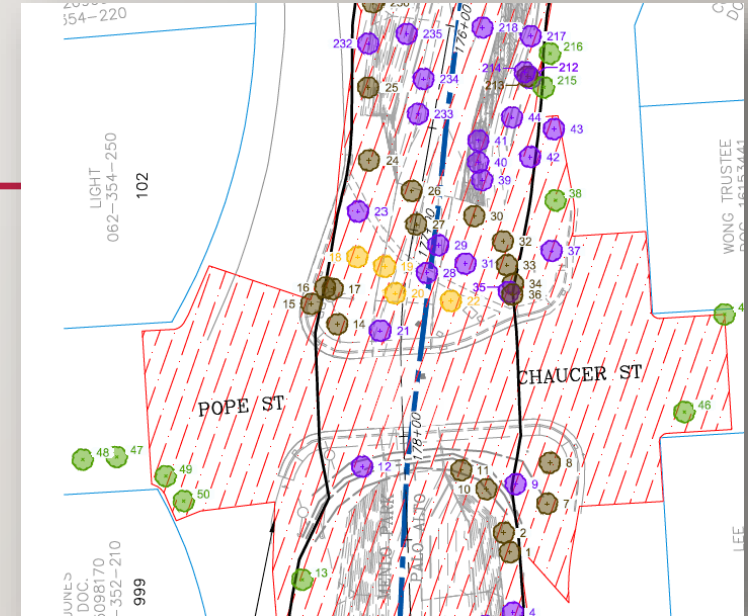
REACH 2

Permit application materials are being finalized for channel widening and bridge replacement

Top of bank survey has begun for replacement of existing, aging structures

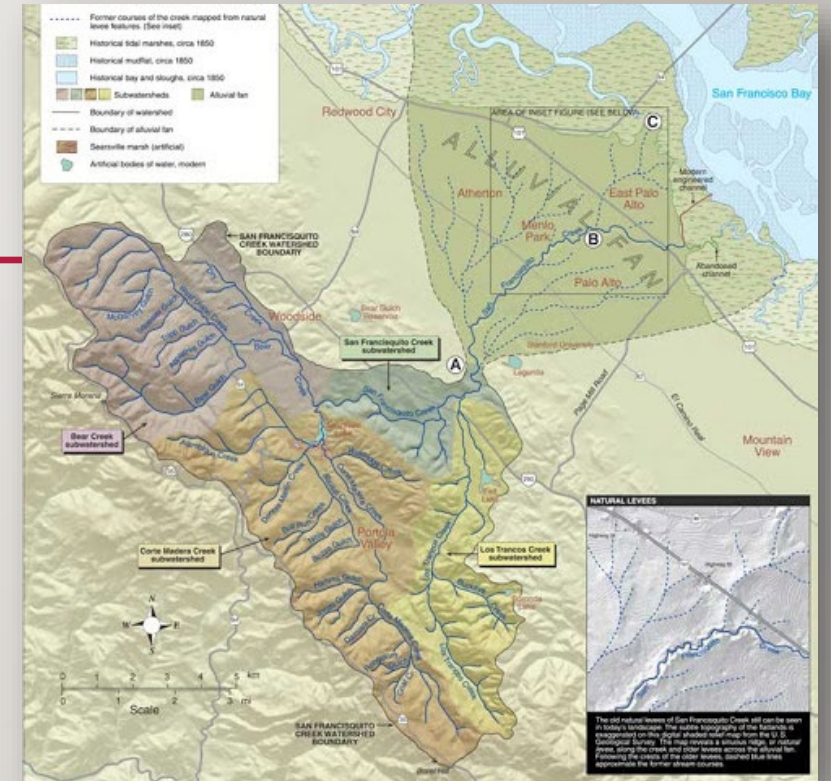
Engineer of Record for channel widening and top of bank work will be Mark Thomas and Associates, an engineering firm VWV has on retainer

Easement acquisition work continues by Valley Water

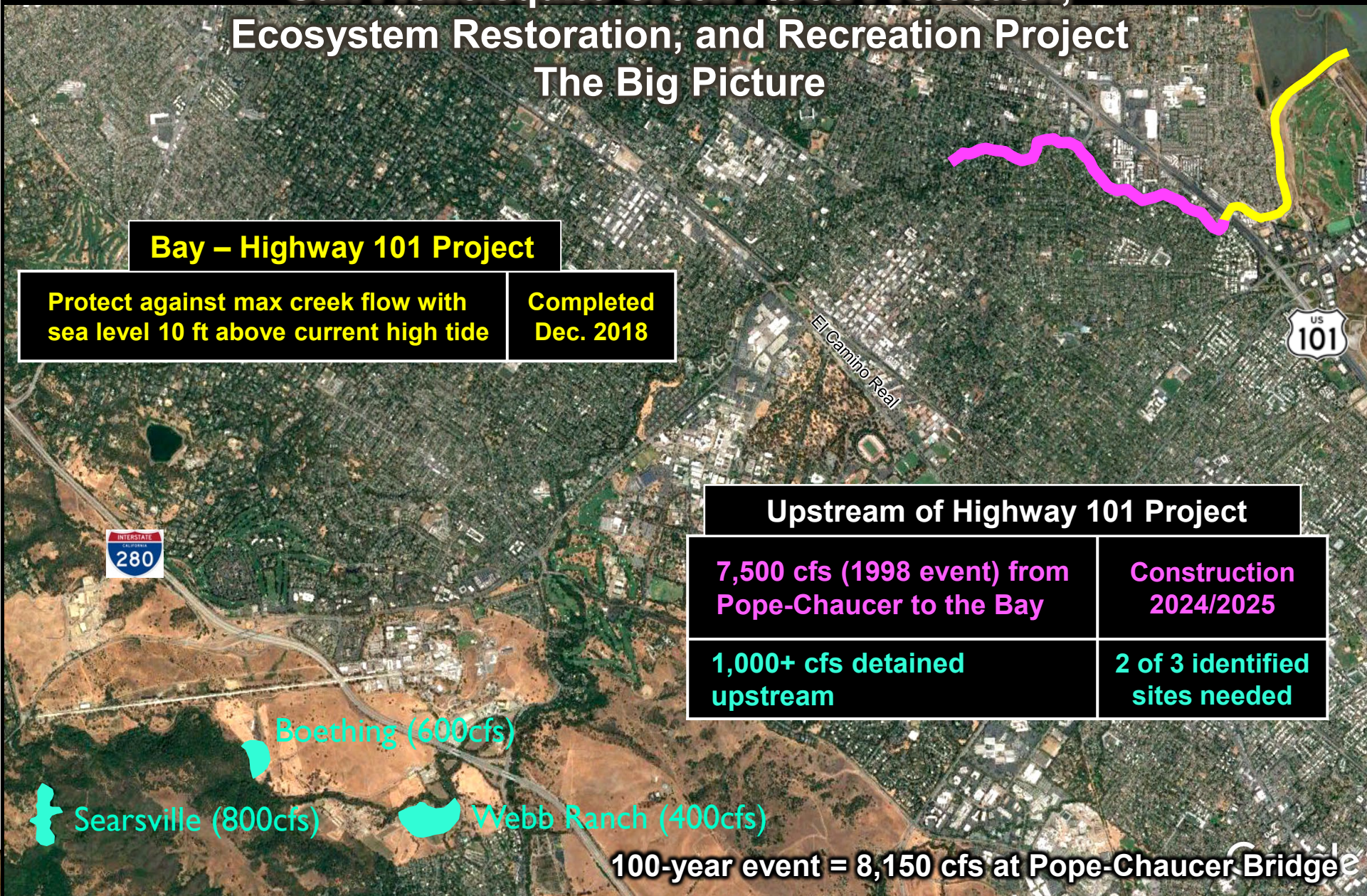


REACH 3 - EVALUATING DETENTION BASINS

A SPECIAL DETAILED REPORT



San Francisquito Creek Flood Protection, Ecosystem Restoration, and Recreation Project The Big Picture



Bay – Highway 101 Project

Protect against max creek flow with
sea level 10 ft above current high tide

Completed
Dec. 2018

Upstream of Highway 101 Project

7,500 cfs (1998 event) from
Pope-Chaucer to the Bay

Construction
2024/2025

1,000+ cfs detained
upstream

2 of 3 identified
sites needed

Searsville (800cfs) Boething (600cfs) Webb Ranch (400cfs)

100-year event = 8,150 cfs at Pope-Chaucer Bridge

Current Conditions	Reach 2 bridges and widening	Stanford's preferred Searsville project (800 cfs reduction)	Searsville and Boething detention basin (1400 cfs reduction)	Reach 2, Searsville, and Boething
<p>Creek Capacity: 5800 cfs at Pope-Chaucer</p> <p>100-yr event: 8165 cfs</p>	<p>Creek Capacity: 7500 cfs throughout reach</p> <p>100-yr event: 8165 cfs</p>	<p>Creek Capacity: 5800 cfs at Pope-Chaucer</p> <p>100-yr event 7365 cfs</p>	<p>Creek Capacity: 5800 cfs at Pope-Chaucer</p> <p>100-yr event 6765 cfs</p>	<p>Creek Capacity: 7500 cfs throughout reach</p> <p>100-year event 6765 cfs</p>



Reach 3 - Steps in the Path Forward

Done:

- **Access Agreement with Stanford University**
- **Field reconnaissance visit**
- **Stanford data and information-sharing**
- **Identification of “most likely/most feasible site” (Boething Nursery area)**
- **Conceptual drawings of detention basin based on topography**
- **Technical feedback from Stanford on conceptual drawings**

Reach 3 - Steps in the Path Forward

Next:

- **Refine conceptual drawings and hydraulic modeling for greater accuracy**
- **Preliminary construction cost estimates and a Cost-Benefit analysis: June/July**
- **Further field investigations (limited in time due to sensitive species): Summer 2022**

SAFER Bay Project

NOP event on 5/11 – Shut down due to disruption. 5/19 event went smoothly, with over 50 attendees.

Measure AA grant - Award pending decision by board of the San Francisco Restoration Authority on 6/24/2022

Provided a tour for regulatory agency representatives (BRITT members) on 5/17.



ADMINISTRATIVE AND OPERATIONS UPDATE

Will soon be working with RelyOn IT to provide consulting support – ensuring our systems and processes are functioning optimally and are secure.

Continuing progress on Member's Agreement update.



AGENDA ITEM 9.

BOARD MEMBER COMMENTS and ANNOUNCEMENTS

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





SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

Agenda Item 10

Adjournment

Thank you, everyone.

San Francisquito Creek Joint Powers Authority
May 26, 2022, Regular Meeting of the Board
Agenda Item 3
April 28, 2022, Board Meeting Minutes
DRAFT

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
Director Pat Burt, City of Palo Alto
Director Gary Kremen, Santa Clara Valley Water District (Valley Water) (Not present at roll call)
Director Dave Pine, San Mateo County Flood and Seal Level Rise Resiliency District

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

Legal Present: Trisha Ortiz

2) APPROVAL OF AGENDA

Director Kremen arrived at 3:31 pm.

ACTION: Motion and second (Burt/Pine) to approve the agenda passed 5-0.

Roll call vote:
Director Abrica Aye
Director Combs Aye
Director Burt Aye
Director Kremen Aye
Director Pine Aye

3) APPROVAL OF THE March 24, 2022, REGULAR BOARD MEETING MINUTES

ACTION: Motion and second (Burt/Kremen) to approve the March 24, 2022, Regular Board meeting minutes passed 5-0.

Roll call vote:
Director Abrica Aye
Director Combs Aye
Director Burt Aye
Director Kremen Aye
Director Pine Aye

4) PUBLIC COMMENT

None.

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DRAFT

5) CONSENT AGENDA

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

Consider adopting a resolution implementing the proposed Public Records Request Policy, pursuant to Government Code sections 6250 through 6276.48.

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

Roll call vote:

Director Abrica Aye

Director Combs Aye

Director Burt Aye

Director Kremen Aye

Director Pine Aye

6) INFORMATION ITEMS

Executive Director's Report

Ms. Bruce presented the Executive Director's report with updates on Reach 1 plantings, signage and memorial plaque and bench installation. Ms. Bruce informed the Board that an artist has been found to commission the artwork for the panels. Ms. Bruce reported that the economic analysis for the Army Corp study on the Reach 2 widening, though not fully confirmed, is currently showing positive economic benefits. Ms. Bruce also provided updates on the Reach 2 permitting delay, and SAFER Bay project NOP release.

Jerry Hearn, Portola Valley resident, asked how much funding is the CAP 205 expected to bring in toward the project. Ms. Bruce said the CAP 205 is expected to bring in \$8.9 million dollars. Mr. Hearn asked for clarification on whether site five had been removed from the project scope for Reach 2 due to cost. Ms. Bruce concurred with Mr. Hearn's comment and stated that staff is still analyzing and surveying other solutions. Mr. Hearn asked if the SFCJPA is still pursuing both of sites for the Reach 3 detention basins. Ms. Bruce stated that only one site is currently being advanced, near the Boething nursery site.

Director Kremen questioned when the decision was made to focus only on the Boething site. Mr. Murray explained that the decision was made last year with the Stanford technical team based on the hydrology and active business sites in the Webb Ranch area. Director Combs commented that he understood both sites were needed. Director Abrica questioned if the decision process was captured in writing. The Board directed to staff to agendize a detailed discussion regarding the Reach 3 project sites at the next meeting.

Director Pine asked when the TSP will be completed. Mr. Murray said the expected completion date is May 27.

7) ACTION ITEMS

Project Budget Adjustment – Re-allocate and advance funds from existing Reach 1 funds to USACE CAP 205 Contribution in this FY.

ACTION: Motion and second (Kremen/Pine) to approve Project Budget Adjustment to re-allocate and advance funds from existing Reach 1 funds to USACE CAP 205 Contribution in this FY passed 5-0.

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DRAFT

Roll call vote:

Director Abrica Aye
Director Combs Aye
Director Burt Aye
Director Kremen Aye
Director Pine Aye

Discussion and potential action on Draft Budget for FY22/23
No action taken.

8) CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

TITLE: Executive Director

Mr. Hearn commented on his appreciation of Ms. Bruce as Executive Director. Mr. Hearn commented that he believes Ms. Bruce has done a wonderful job keeping momentum for the agency since Mr. Materman's departure.

Adjourned to closed session at 4:07 pm.

Readjourned to open session at 4:15 pm

Director Abrica stated that there was no reportable action from the closed session.

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

None.

10) ADJOURNMENT

Adjourned at 4:15 pm.

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

Agenda Item 8.A.

Executive Director's Report, May 26, 2022

Project Updates

Reach 2 Project -

Regulatory agencies permit compilation and submittal – We are finalizing the Project Description, Engineering and Restoration Basis of Design, Mitigation and Monitoring Plan, and LEDPA analysis for the construction permit applications. Permit application fees have increased significantly in recent years, which may require an amendment to our funding agreement with Valley Water for completion of the environmental and regulatory portions of the project.

Palo Alto, East Palo Alto and Menlo Park approvals – Each of the SFCJPA member agency cities have their own process for approving construction projects within their respective boundaries, for architectural, aesthetic, and environmental purposes. We have presented the project to the appropriate boards and commissions but will need to return after the regulatory process is complete and project design features are resolved. We plan to request formal review of the project by each of the cities again in 2023.

Public Records Act Request – We received a public records request on behalf of one of the project neighbors at Channel Widening Site 3. We are compiling the requested information.

Potential Repair/Replacement of Existing Top-of-Bank Features – Through outreach to project neighbors in this area 24 of 35 property owners along Edgewood Drive have granted Permission to Enter (PTE) authorizations. Surveying of top-of-bank conditions and features has begun. The detailed surveying should be completed in approximately 3 – 4 weeks. This top-of-bank work will require a Supplemental EIR (SEIR). A Request for Proposals (RFP) for an environmental consultant to prepare the SEIR will be released mid-Summer.

Reach 2 Funding

We were recently informed by the California Department of Water Resources that an important deadline for our \$3M Integrated Watershed Management Grant has been moved up by about a month and that it is a hard, non-negotiable deadline. We are accelerating as much of the permit application process as possible (what can be done in parallel vs. in series) and are exploring the alternative of seeking funding from the same

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Agenda Item 8.A.

Executive Director’s Report

program in their “Round 2” grant cycle (there will be advantages and disadvantages either way).

USACE CAP 205 Project/Coordination

The Corps has completed their hydraulic and economic analysis and is preparing a Tentatively Selected Plan (TSP) for internal review. The TSP milestone of greatest importance is Corps staff’s presentation of the plan to leadership and the Western Division of the Corps, which is scheduled for May 27. Upon completion of the TSP milestones, planning will advance to pre-construction design. If the Corps recommends project features similar to our existing locally preferred designs, our work to date will be used to finalize project design. Under the CAP 205 program, the Corps would advertise for construction bids and manage construction of the channel widening sites.

Replacement of the Pope-Chaucer and Newell Road bridges, as well as top of bank work are outside of the CAP 205 program. These will be bid and built separately.

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. Letters to property owners have been mailed, and follow-up calls, and visits are underway.	Utility mapping underway. PG&E assigning a PM for coordination	The engineering cost estimates for the funding gap table are being updated by Valley Water. Awaiting additional Channel Widening HMGP updates from CalOES.
This Month’s Update	Re. Top of Bank - V.W.’s surveying contractor	Grant deadline to obtain permits a month earlier than planned. Working on both paths to	24 of 35 Top-of-Bank project neighbor PTEs and	No further communication with PG&E or other utilities regarding P/C	We are collaborating with the USACE team to prepare for

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 Executive Director's Report

Reach 2 Elements	Design	Permitting	Rights of Way	Utility Relocations	Construction Funding/costs
	has begun surveying Site 5 and Top-of-Bank areas where we have PTEs. This should be complete in ~ 3-4 weeks.	obtain as well as reapply. (This is ongoing.)	4 of 11 Channel widening project neighbor PTEs are in hand.	bridge utility relocations.	the TSP presentation on May 27,
For Next Month (June. '22)	Create RFP for top-of-bank supplemental EIR and post solicitation.		VW will continue easement acquisition legal process for Santa Clara County parcels.	Continue coordination of utility relocation for overall project with PGE, not just Pope Chaucer Bridge. Develop cost estimates with utility companies.	
Potential Issues (& opp's)	Exploring Site 5 designs w/ smaller project footprint.	Addition of fish migration elements could increase project footprint and costs	Negotiating with many private property owners.	Overhead power lines – or other utilities - could impact construction methods and costs. Underground utilities may limit design options.	Not all funding sources have been secured through agreements and others have timelines that must be met

Milestone	By Jan '22)	By July '22)	By Jan '23)	2023/2024 Construction/ Completion
Determination of Site 5 action (in progress)				
USACE FSCA and Feasibility Study				
Acquire land easements				

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 Executive Director’s Report

Milestone	By Jan '22)	By July '22)	By Jan '23)	2023/2024 Construction/ Completion
Permits acquired				
Funding agreement				
O&M agreement				
Final Design				
Bid and Award				
Construction of Newell Bridge				2023
Construction of Widening Sites				2023(?)
Construction of Pope Chaucer Bridge				2024

Upstream Detention Evaluation

This is the topic of this board meeting’s special update presentation.

Background

The SFCJPA is evaluating if upstream detention could be constructed.

Upstream detention is a component of the overall objective of meeting the Federal Emergency Management Agency (FEMA) requirements for 100-year flood protection for the San Francisquito Creek, including meeting FEMA freeboard¹ requirements. The elements of the SFCJPA’s work are each additive projects, as each component adds benefit, and together may add up to 100-year flood protection. This was evaluated at a programmatic level in our September 2019 Environmental Impact Report.

Just as our Reach 2 project from Highway 101 to Pope-Chaucer Bridge does not provide 100-year protection with FEMA freeboard by itself, the topography of the upper watershed does not allow for upstream detention (even with all potential sites taken together) at the scale needed to provide 100-year protection with FEMA freeboard on its own. Only a combination of the completed Reach 1 and Reach 2 water conveyance and channel capacity improvements, supplemented by upstream detention and/or other similar flow reduction or floodproofing features can achieve 100-year protection with FEMA freeboard for San Francisquito Creek.

¹ “Freeboard” is the amount of additional protection (or ‘margin of safety’) needed to have FEMA floodplain maps modified (called a “Letter of Map Revision”) which could eliminate the need for home and business owners with federally backed mortgages to purchase flood insurance.

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Agenda Item 8.A.
Executive Director's Report

Searsville Dam currently provides some downstream flood attenuation. Stanford's preferred alternative to modify the dam, should it be implemented as envisioned, will result in increased flood attenuation during large flow events.

About two years ago, the SFCJPA Board affirmed their commitment to this evaluation and dedicated funding to evaluate it. The SFCJPA advertised for bids and secured a consultant, Woodard and Curran, to independently evaluate potential upstream detention options on Stanford lands.

Stanford's preferred project at the Searsville dam was identified in 2015. This project would create an opening at the bottom of the dam to drain the reservoir and flush out the accumulated sediment, with the intent that this will allow fish passage and provide attenuation of peak flood flows. By 2021, Stanford had not moved forward significantly with its preferred project at Searsville, so in our early analyses we did not assume that it could or would be built.

Stanford's preferred project at Searsville would provide 800 to 1000 cfs of detention. This is equal to the largest reduction in peak discharge of the combined two potential detention facilities identified by the SFCJPA for evaluation. The Boething and Webb Ranch offline detention sites were estimated to have a capacity of about 400 cfs reduction each, or 800 cfs combined.

SFCJPA and Stanford staff communicate regularly regarding the progression of technical evaluations, including sediment modeling, and other engineering evaluations. We understand Stanford has identified a lead agency for their Searsville EIR and thus we are more confident now that the project will eventually be implemented.

When SFCJPA's consultant team investigated the two potential detention sites, it became apparent that one of the sites, the former Boething Nursery, had more favorable hydraulic characteristics, would have fewer environmental impacts, and fewer adverse effects to existing leaseholder operations. As a result, this site could be less expensive to design and construct. With Stanford's preferred Searsville project the Boething site could hypothetically satisfy the needed peak flow reductions.

Based on preliminary analyses by Woodard and Curran, the Boething Nursery site could reduce peak discharge by as much as 600 cfs. If this volume is verified, the combined benefit of a Searsville project and a Boething project is 1400 to 1600 cfs reduction in peak discharge. With this we could achieve 100-year flood protection with FEMA freeboard, when combined with the completion of the Reach 2 project. Our consultant team has independently determined that upstream offline detention is technically feasible. We are now focusing our efforts on costs to construct and a cost/benefit analysis.

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Executive Director's Report

If Stanford does not proceed with their preferred project at Searsville, or if it is determined that Searsville detention is less than anticipated and insufficient, we will expand our evaluation to include the Webb Ranch site.

SAFER Bay

Notice of Preparation (NOP) – A NOP for the SAFER Bay Project programmatic EIR throughout the project area, and project-level EIR for the portion of the project south of Bay Road in East Palo Alto and restoration of former Salt Ponds R1 and R2 in Menlo Park was released April 25, with comments due by June 15, 2022.

Public Meetings - On May 11 we hosted the first of two scheduled public meetings. This meeting was shut down before any project discussion occurred due to racist and rude comments by a few individuals. The second scheduled public meeting was hosted on May 19th with over 50 community members in attendance. Spanish language interpretation was provided. The presentation and recording of the webinar is posted on our website.

We are committed to a sustained stakeholder process and have provided briefings to: the City of East Palo Alto's Public Works Commission, Menlo Spark/SV350, Committee for Green Foothills, Tides Academy and the Ravenswood Shores Business District. We plan to form a citizen's advisory group for SAFER Bay.

With our partners at Climate Resilient Communities and Nuestra Casa, we intend to continue to reach out to groups and agencies to provide information briefings and tours. In your Board Package are two contracts to these groups who we have been informally working with since 2019.

We are forming an informal 'Working Group' of key stakeholders and property owners along the SAFER Bay project reaches to ensure the project is aware of their constraints or requirements, and to explore any areas of uncertainty.

Project Tours – On May 17 we provided a tour of the SAFER Bay Project area for members of the BRITT – representatives of the various regulatory agencies from whom we will be applying for project permits.

Grant Funding- As of the posting of this update, we have no new information about the status of the East Palo Alto HMGP. We know the grant's Environmental and Historic Preservation (EHP) review is complete, and the City of East Palo Alto should be receiving a letter notice of award of Phase 1 funding of \$4,649,240 sometime "soon". This funding will allow engineering and geotechnical evaluations in the area south of Bay Road to move forward. We are working on a MOU with the City of East Palo Alto regarding this grant.

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 Executive Director’s Report

The Measure AA San Francisco Bay Restoration Authority grant will be considered for approval by their governing board at their June 24th meeting. A resolution accepting this grant is included in this month’s board packet. The anticipated \$1M will provide support for substantial progress on CEQA but is less than the requested amount of \$4.9M. We continue to seek funding opportunities.

In consultation with the South Bay Saltponds Restoration Authority, we submitted a pre-application on April 21 to the National Federal Wildlife Foundation’s Coastal Resiliency Grant Program for currently unfunded work related to habitat assessment, related design, and other activities and should hear in the next month whether our pre-application has been selected. If we are selected, we will have the opportunity to submit a full application later this summer.

Admin and Operations

We have been negotiating the contract with our provisionally selected IT support consultant. That process has been very positive and should be concluding soon.

Conversations with member agency staff and legal counsels regarding the SFCJPA members’ agreement continue. Questions and concerns are being addressed and resolved one-by-one.

Forward View of Board Agendas

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

Regular Board meeting	Envisioned Agenda Items
May	Finalize Budget (if not done in April) Resolution to accept award of Measure AA grant if awarded.
June	Finalize MOU with City of East Palo Alto for CalOES #4344-541-93
July	
August	Board Recess – No regular board meeting
September	
October	
November	
December	

Consent Agenda Item 6.B. and 6.C.

Contracts with Nuestra Casa and Climate Resilient Communities

Background

Sustained community outreach and engagement will be crucial to the success of the SAFER Bay project.

Funding for community engagement and outreach has been built into SAFER Bay grant applications, including into the Measure AA grant budget.

Discussion

Both Nuestra Casa and Climate Resilient Communities (being fiscally sponsored by Acterra) are community-based organizations, each with their respective well-established relationships and networks in East Palo Alto and Menlo Park's Belle Haven neighborhood. Working with both organizations for community outreach and engagement, including coordinating events and meetings, will enable the SFCJPA to engage effectively in support of the SAFER Bay project.

Recommendation

Approve these two small contracts.



**SFCJPA - AGREEMENT FOR
Nuestra Casa**

THIS AGREEMENT is made as of [May 4, 2022](#), by and between the San Francisquito Creek Joint Powers Authority, a body corporate and politic (“Authority”), and [Nuestra Casa](#) (“Consultant”).

RECITALS

- A. Purpose: [Public outreach support for SAFER Bay Project for Notice of Preparation](#)
- B. Authority desires to utilize the services of Consultant as an independent contractor to provide [Public Outreach Services](#) to Authority.
- C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

1. Consultant’s Services.

- A. Scope and Level of Services. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in Exhibit A attached hereto.
- B. Time of Performance. The services shall be performed on a timely, regular basis in accordance with the Schedule of Performance attached hereto as Exhibit B.
- C. Standard of Care. As a material inducement to Authority to enter into this Agreement, Consultant hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, and will perform the services to a standard of reasonable professional care.
- D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Authority and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. Term of Agreement.

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

- 3. Compensation.** Authority agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C. Authority also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of [\\$25, 000](#) unless specifically approved in advance, in writing, by Authority.

4. Representatives.



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

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

5. Standard of Performance. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Authority. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Authority without restriction or limitation upon its use or dissemination by Authority.

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

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



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

10. Indemnification.

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

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

11. Insurance.

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

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

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

C. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

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



- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

- (4) Indemnitees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees and agents.
- (5) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Authority. Any insurance or self-insurance maintained by Authority shall be excess of Consultant's insurance and shall not contribute with it.
- (6) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to Authority, their officers, employees, and agents.
- (7) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (8) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Authority.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless waived by Authority's Risk Manager. Verification of Coverage. Consultant shall furnish Authority with original endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by Authority. All endorsements are to be received and approved by Authority before work commences. As an alternative to Authority forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.



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

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

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

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

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

Authority:

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

Please email invoices to billing@sfcjpa.org and copy tbyler@sfcjpa.org

Consultant:

Miriam Yupanqui, Executive Director
[Nuestra Casa de East Palo Alto | myupanqui@nuestracasa.org](mailto:myupanqui@nuestracasa.org)
2396 University Avenue, East Palo Alto, CA 94303
Phone: (650) 248-6886

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

17. Assignability; Subcontracting. Consultant shall not assign, transfer, or



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subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Authority, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

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

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

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

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

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

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

"Authority"

"Consultant"

ATTEST:

Name of consultant

San Francisquito Creek Joint Powers
Authority

Nuestra Casa

By: _____
Margaret Bruce, Executive Director

By: _____
Miriam Yupanqui, Executive Director



Exhibit A
Scope of Services

Scope of Work for Community Outreach Support
May 13, 2022

The SFCJPA partnered with Nuestra Casa and Climate Resilient Communities as part of community outreach support for the sea level rise adaptation project known as Strategy to Advance Flood protection, Ecosystems and Recreation along the San Francisco Bay (SAFER Bay) in East Palo Alto and Menlo Park, San Mateo County.

The SFCJPA was notified February 2022 that our grant application to the San Francisco Bay Restoration Authority (SFBRA) Round 5 Measure AA program was identified for partial funding. In anticipation of pending partial grant award June 24, this scope is prepared to allow Nuestra Casa to work on needed community tasks. The submitted grant is attached to this SOW. *This grant is specific to East Palo Alto, but outreach for the NOP requires it to cover all stakeholders.*

Public Outreach in this grant over the next two years was estimated to be \$175, 000, to be divided between Nuestra Casa and Climate Resilient Communities (CRC). Public Outreach is Task 3 in the grant:

3	Public Outreach				
3.1	Public Outreach Plan	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00
3.2	Public Meetings / Workshops/Outreach events	\$60,000.00	\$60,000.00	\$120,000.00	\$120,000.00
3.3	Advisory Board/Stakeholder Meetings	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00

It was assumed the amount for Nuestra Casa and CRC to be approximately equal, but could change depending on staff availability. *As the measure AA grant is pending, and we anticipate only partial funding, the total amount to Nuestra Casa and Climate Resilient Communities under this grant may need to be adjusted from amounts above.*

Other funding to sustain public outreach is included in the Menlo Park SAFER Bay FEMA BRIC grant application, that has also identified for funding.

The following subtasks are planned to assist the SFCJPA with public outreach as part of SAFER Bay- in particular the Notice of Preparation (NOP) for an Environmental Impact Report (EIR) that the SFCJPA was published April 25, 2022. The CEQA Clearinghouse Number is 2022040504.

TASKS

3.1 Public Outreach Plan- the SFCJPA prepared [a draft public outreach plan](#). The purpose of this task is to review the plan and provide comments and once comments are resolved, concurrence.

3.2 Public Meetings/Workshop/Outreach events- two public meetings are planned for May 11 and May 19 during the public comment period for the NOP which ends June 6, 2022. It is envisioned that one meeting will be virtual and the other will be in person. Renumeration for attendance is planned. These meetings will include recording of the virtual meeting, Spanish interpretation. The SFCJPA will compile comments and the draft responses will be reviewed by Nuestra Casa. We are also trying to determine is an in person and virtual meeting is possible for one of the meetings.

The SFCJPA developed a mailer and contracted to print and mail meeting invitations out. Nuestra Casa will assist with sending out to their network. The mailer was sent to addresses by geographical location.

The agenda and presentation for the meeting will be created by SFCJPA, with review and input from Nuestra Casa and CRC.

3.3 Advisory Group/Stakeholder Meetings- A citizen advisory group is planned, and this task assumed quarterly meetings for this group. Nuestra Casa and Climate Resilient Communities and will co-lead advisory group meetings with the SFCJPA.



Exhibit B
Schedule of Performance

Funded scope is estimated to cover work through
February 2023

ANTICIPATED SCHEDULE

April 25, 2022 – NOP release

April 25, 2022 – Mail NOP release announcement and invitation to public meetings

May 11, May 19, 2022 – Public Meetings

May 2022 – January 2023 – Other community engagements as determined by Nuestra Casa and CRC

June 15, 2022 – Close of NOP comment period

June 24, 2022– Date that the Measure AA grant will be presented to the governing board of the SFBRA. We have been advised that the contract for this work can be executed July 2022.

September 15, 2022– January 31, 2023: Geotechnical Investigation

June 2023– 30% Engineering Design-

August 2023– Draft Project Description for public review and comment

Early 2024– Draft Environmental Impact Report for public review and comment



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

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Exhibit C
Compensation

Not to Exceed
\$25,000



SFCJPA - AGREEMENT FOR
Acterra (dba Climate
Resilient Communities)

THIS AGREEMENT is made as of [May 16, 2022](#), by and between the San Francisquito Creek Joint Powers Authority, a body corporate and politic (“Authority”), and [Climate Resilient Communities](#), (“Consultant”).

RECITALS

- A. Purpose: [Public outreach support for SAFER Bay Project for Notice of Preparation](#)
- B. Authority desires to utilize the services of Consultant as an independent contractor to provide [Public Outreach Services](#) to Authority.
- C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

1. Consultant’s Services.

- A. Scope and Level of Services. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in Exhibit A attached hereto.
- B. Time of Performance. The services shall be performed on a timely, regular basis in accordance with the Schedule of Performance attached hereto as Exhibit B.
- C. Standard of Care. As a material inducement to Authority to enter into this Agreement, Consultant hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement, and will perform the services to a standard of reasonable professional care.
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2. Term of Agreement.

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

3. Compensation.

Authority agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C. Authority also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of



\$25,000 unless specifically approved in advance, in writing, by Authority.

4. Representatives.

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

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

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separately to this Agreement or the general limit shall be twice the required occurrence limit.

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

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless waived by Authority's Risk Manager. Verification of Coverage. Consultant shall furnish Authority with original endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by Authority. All endorsements are to be received and approved by Authority before work commences. As an alternative to Authority forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.



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Authority:

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

Please email invoices to billing@sfcjpa.org and copy tbyler@sfcjpa.org

Consultant:

Violet Saena, Executive Director
Climate Resilient Communities
3921 East Bayshore Road, Palo Alto, CA 94303-4303
Phone: (408) 990-6447

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



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

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

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

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

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

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

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

"Authority"

"Consultant"

ATTEST:

Name of consultant

San Francisquito Creek Joint Powers
Authority

[Acterra \(dba Climate Resilient Communities\)](#)

By: _____
Margaret Bruce, Executive Director

By: _____
[Violet Saena, Executive Director, CRC](#)



Exhibit A
Scope of Services

Scope of Work for Community Outreach Support
May 13, 2022

The SFCJPA partnered with Nuestra Casa and Climate Resilient Communities as part of community outreach support for the sea level rise adaptation project known as Strategy to Advance Flood protection, Ecosystems and Recreation along the San Francisco Bay (SAFER Bay) in East Palo Alto and Menlo Park, San Mateo County.

The SFCJPA was notified February 2022 that our grant application to the San Francisco Bay Restoration Authority (SFBRA) Round 5 Measure AA program was identified for partial funding. In anticipation of pending partial grant award June 24, this scope is prepared to allow Nuestra Casa to work on needed community tasks. The submitted grant is attached to this SOW. *This grant is specific to East Palo Alto, but outreach for the NOP requires it to cover all stakeholders.*

Public Outreach in this grant over the next two years was estimated to be \$175, 000, to be divided between Nuestra Casa and Climate Resilient Communities (CRC). Public Outreach is Task 3 in the grant:

3	Public Outreach				
3.1	Public Outreach Plan	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00
3.2	Public Meetings / Workshops/Outreach events	\$60,000.00	\$60,000.00	\$120,000.00	\$120,000.00
3.3	Advisory Board/Stakeholder Meetings	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00

It was assumed the amount for Nuestra Casa and CRC to be approximately equal, but could change depending on staff availability. *As the measure AA grant is pending, and we anticipate only partial funding, the total amount to Nuestra Casa and Climate Resilient Communities under this grant may need to be adjusted from amounts above.*

Other funding to sustain public outreach is included in the Menlo Park SAFER Bay FEMA BRIC grant application, that has also identified for funding.

The following subtasks are planned to assist the SFCJPA with public outreach as part of SAFER Bay- in particular the Notice of Preparation (NOP) for an Environmental Impact Report (EIR) that the SFCJPA was published April 25, 2022. The CEQA Clearinghouse Number is 2022040504.

TASKS

3.1 Public Outreach Plan- the SFCJPA prepared [a draft public outreach plan](#). The purpose of this task is to review the plan and provide comments and once comments are resolved, concurrence.

3.2 Public Meetings/Workshop/Outreach events- two public meetings are planned for May 11 and May 19 during the public comment period for the NOP which ends June 6, 2022. It is envisioned that one meeting will be virtual and the other will be in person. Renumeration for attendance is planned. These meetings will include recording of the virtual meeting, Spanish interpretation. The SFCJPA will compile comments and the draft responses will be reviewed by Nuestra Casa. We are also trying to determine is an in person and virtual meeting is possible for one of the meetings.

The SFCJPA developed a mailer and contracted to print and mail meeting invitations out. Nuestra Casa will assist with sending out to their network. The mailer was sent to addresses by geographical location.

The agenda and presentation for the meeting will be created by SFCJPA, with review and input from Nuestra Casa and CRC.

3.3 Advisory Group/Stakeholder Meetings- A citizen advisory group is planned, and this task assumed quarterly meetings for this group. Nuestra Casa and Climate Resilient Communities and will co-lead advisory group meetings with the SFCJPA.



Exhibit B
Schedule of Performance

Funded scope is estimated to cover work through
February 2023

ANTICIPATED SAFER Bay SCHEDULE

April 25, 2022 – NOP release

April 25, 2022 – Mail NOP release announcement and invitation to public meetings

May 11, May 19, 2022 – Public Meetings

May 2022 – January 2023 – Other community engagements as determined by Nuestra Casa and CRC

June 15, 2022 – Close of NOP comment period

June 24, 2022– Date that the Measure AA grant will be presented to the governing board of the SFBRA. We have been advised that the contract for this work can be executed July 2022.

September 15, 2022– January 31, 2023: Geotechnical Investigation

June 2023– 30% Engineering Design-

August 2023– Draft Project Description for public review and comment

Early 2024– Draft Environmental Impact Report for public review and comment



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Exhibit C
Compensation

Not to Exceed
\$25,000

Agenda Item 7.A. Discussion of FY 22-23 Budget Items

FY 22-23 Budget Top-Line Highlights

The proposed FY 22-23 budget projects a revenue increase of 17.4%, representing a \$293,430 increase over the current fiscal year's budgeted revenue. The proposed FY 22-23 budgeted operations expenses project a preliminary increase of 1.82%, representing a \$31,429 increase over the current fiscal year's budgeted expenses.

The largest projected increases are from:

- The programmed contribution to reserves (\$219,960 based on 12.5% of budget expenses)
- The projected cost of the Top-of-Bank work Supplemental EIR (\$150,000)
- The necessary funding match for the USACE CAP 205 study (\$143,000).

With the two project-related costs removed, the projected FY 22-23 fiscal budget shows a preliminary 0.025% decrease in budgeted revenues and a 15.13% decrease in budgeted expenses compared FY21/22 approved budgeted revenues and expenses. The board's decision on any change to executive compensation will change these numbers.

There are two caveats for the draft 22-23 FY budget, listed below in order of impact on budget:

- Board's decision on the percentage of budget to allocate towards reserves,
- Board's decision on executive compensation.

Budget Details

The following is a description of the draft SFCJPA budget for fiscal year 22-23 by line item

Personnel (Budget line items 1-10)

Executive Director Salary – This is the current executive director's salary. The Board may choose to add a COLA and/or change this after the Executive Director's annual review, prior to finalizing the budget.

Executive Director Transportation Allowance – No change anticipated.

Finance & Admin. Mgr./Clerk of the Board (FAM/CB) Salary, Senior Project Managers (SPM) Salaries – I am recommending a Cost-of-Living Adjustment (COLA) of 4.5%. This COLA is based on benchmarking with the published Social Security COLA increase of 5.9%, the CalPERS increase of 3%, San Mateo County's increase of 3%, 3% then 4% increase over the next 18 months, and last June Valley Water increased salaries for engineers 4% (current year's numbers are not yet available).

The SFCJPA's salaries overall are on the low side of comparability. I want to ensure the team's compensation does not fall below comparable salary ranges from other similar regional jurisdictions. I place a high priority on the retention and morale of our highly qualified employees.

Employee Benefits

The cost of health insurance and other benefits continues to increase on par with other economy-wide cost increases. Providing employee benefits through the ACWA JPIA program has been the most cost-effective for a small governmental organization such as the SFCJPA.

Membership Dues

This budget line item covers the SFCJPA's membership in:
Association of California Water Agencies (ACWA/ACWAJPIA) - ACWA/JPIA (provides our employee health and life insurance benefits
California Special Districts Association (CSDA) Provides education and training, current information that is crucial to a special district's management and operational effectiveness, industry-wide litigation and public relations support, legislative advocacy, capital improvement and equipment funding. Our membership with CSDA also provides us with a discount on our worker's compensation and general liability insurance programs which are provided by SDRMA.
City Clerks Association of California (CCAC)
Government Finance Officers Association (GFOA)
Ground Water Resources Association (GRAC)
International Institute Municipal Clerks
National Association of Government Archives and Records Administrators (NAGARA)
The Bay Area Climate Adaptation Network, (BayCAN) which provides alerts to funding opportunities and some legislative advocacy.

The proposed budget amount reflects projected membership dues. Overall, these dues have increased annually between 2% and 17% over the last several years. Additionally, our ACWA/JPIA dues are indexed to our annual budget; as it changes, so do these dues.

Payroll Administration/Fees

The SFCJPA utilizes QuickBooks payroll. This fee is charged to support the payroll function and is not anticipated to increase in the next fiscal year.

Employer Taxes

These are State and federal payroll taxes and are based on employee compensation. This number will change if there are Board changes to compensation.

Contract Services (Budget line items 11-13)

Legal Counsel

Legal counsel costs are not anticipated to change – overall. Some areas of cost are expected to be reduced, while others will increase. On balance, the overall level of effort and projected costs for legal services from RWG is expected to be about the same. This year's expenditure rate is below projected. However, the current lawsuit remains unresolved, and we may have some early CEQA/NEPA work where additional efforts will be needed.

Auditor

The current contract for auditing services is set to expire after the completion of our FY20-21 audit. Per the contract, this is the known cost of the annual audit. The board should anticipate a different budget amount based on a new contract/auditor in ongoing fiscal years.

Project Consultants

The requested amount covers the costs of maintaining our creek monitoring system and the components of its web-based interface, as well as incidental technical support, often utilized for grant-applications. Any current year unspent funds in the Contract Services category are likely to find utility in preparing grant applications for anticipated State and federal climate change adaptation and infrastructure grant opportunities.

Upstream Detention Project expenses

Investigation of the feasibility and cost-benefit of an off-stream detention basin in the upper watershed on Stanford lands, including geotechnical, environmental, and cultural resources investigations. Preliminary evaluation work has been done in the current FY. We anticipate this work to continue into the 22-23 fiscal year.

Reach 2 Supplementary EIR

In the event the Top-of-Bank features on the Reach 2 portion of the creek downstream of the University Avenue bridge are determined to be beyond their design life and no longer suitable as they are, a supplementary EIR will be needed. Valley Water estimates the cost for a supplementary EIR to be up to \$200,000. Of that amount, we will be carrying over \$50K from the 21-22 fiscal year. The budget request for the 22-23 fiscal year is \$150,000. This is the first of two large necessary project-related expense items in the 21-22 fiscal year budget. We anticipate preparing the RFP in June and posting the solicitation in July, 2022.

USACE CAP 205

Non-federal match to U.S. Army Corps of Engineers Continuing Authorities Program Section 205 study.

This is the second of two large necessary expense items in the 21-22 fiscal year budget. Our 'non-federal sponsor match' obligation for the next fiscal year will be \$343,000. Of that amount, I propose pulling \$200,000 from the unspent remainder from Reach 1 3-year maintenance funding from the construction funding agreement to supplement this line item, so that \$143,000 of new member contributions will complete the CAP 205 study match requirement for the 22-23 fiscal year. This will leave ~\$90,000 of unspent funds as a hedge against future unforeseen O&M needs for Reach 1.

The \$1.230M study, which is cost-shared 50/50 between the SFCJPA and the federal government, is the first necessary phase to secure up to \$10M in total federal investment through the Corps of Engineers for Reach 2 widening. The FY 22-23 contribution covers the cost of the USACE CAP 205 team for the SFCJPA's 22-23 Fiscal Year (which does not coincide with the USACE FY). The 22-23 FY increase does not increase our non-federal share/commitment to the study (which remains at 50%). The amount of our contribution for FY 22-23 is based on the USACE current total study cost estimate of \$1.230M – which could change. The USACE team is performing the necessary evaluation of the Tentatively Selected Plan (TSP) and the economic benefits of the project. We will have a firm "GO" or "NO-GO" decision by the end of May. If the analyses result in an unfavorable BCR, the study *may* be terminated, and if so, the SFCJPA's contribution may be removed from the 22-23 budget. Looking ahead to the contribution necessary to finish the CAP 205 study, and assuming a favorable BCR, our remaining contribution to complete the 50% share would be around \$60K in our FY 23-24.

Reach 1/Downstream O & M

Annual maintenance costs for project mitigation sites have been about \$70k/year. This item covers regulatory monitoring and reporting, as well as weeding, watering, and plant replacement to meet the mitigation success criteria required by our construction

permits. This amount has been consistent, year-to-year, but current drought conditions may require extra measures.

Administrative (Budget line items 14-26)

Computers/Software

At least one of our staff computers is at the end of its useful life and for reliability reasons should be replaced soon. In addition to the regular Microsoft Office suite of tools, we make use of video conferencing, file and project management tools, time-tracking, and Adobe software. This line item ensures we are current with all necessary software licenses.

Meeting Supplies

We anticipate costs to increase in this line item because we envision having hybrid meetings – both in-person and via the web – and will need to prepare accordingly.

Travel/Training

When we can take advantage of professional development opportunities, some of these require travel. We strive to minimize costs and to take advantage of web-based, nearby, and low-cost options.

Office Supplies

This covers printer ink, paper, and other miscellaneous office supplies.

Telecommunication

This line item covers cell phone allowances for staff.

IT Support

As we prepare for hybrid meetings, we will need to ensure our video, audio, and computer technologies are integrated and functioning. We will need some technical support as we get these systems in place.

Postage

This covers postage for anticipated SFCJPA U.S. Mail correspondence.

Printing/Design

This covers incidental printing of meeting materials, presentations, business cards, or similar.

Website

This covers the cost of our subscription to SquareSpace, GoDaddy and Nexcess. SquareSpace is the framework for the SFCJPA website, GoDaddy provides our website domain and Nexcess provides hosting services for our website.

Office Lease

Our current office lease renews on August 31, 2022. Last year I was able to negotiate a very favorable (minimal) rate increase. Given the popular nature of the 'hotel' office space model, to be conservative, I am assuming a higher percentage increase of 12% for the 11 months of the next fiscal year. That lease cost results in a cost-per-square-foot of approximately \$127/sf/yr. This lease cost INCLUDES four dedicated phone lines, internet, janitorial, utilities, security, mail service, landscape management, and parking. Comparable office space rates in the SFCJPA's jurisdiction (in Menlo Park, Palo Alto or East Palo Alto) range from \$86 to \$120/sf/yr. However, typical leases do not include the costs currently wrapped into the Regus office lease – so it is not a one-for-one comparison. Furthermore, office leases elsewhere may not include the costs of necessary tenant improvements, and some building owners/managers are reluctant to sub-divide vacant spaces into office sizes as small as the SFCJPA needs.

Utilities

We have no separate costs for utilities while leasing at the Regus offices.

General Contingency (Budget line item 27)

This budget field is for use of items not classifiable in other budget fields as well as contingency funds to cover expenditures in administrative or contract services at the Executive Director's discretion.

<u>DRAFT</u>		FY2021/2022 Approved Budget	FY2021/2022 current expenses as of 03/18/2022	FY2022/2023 preliminary Draft Proposed Budget. For discussion purposes only.	% Increase/Decrease Per Category from FY21/22 approved budget
REVENUES					
Member Contributions towards expenses (\$351,934 x 5)		1,461,584	1,461,584	1,759,670	20.4%
Member Contributions towards reserves (per reserve policy approved by Board in 2020) (\$43,992 x 5)		224,616	224,616	219,960	-2.1%
Total proposed FY22/23 Member Contribution \$1,979,630					
Interest		3,500	2,300	3,500	0.0%
Total Revenues		1,689,700	1,688,500	1,983,130	17.4%
EXPENSES					
Acct.	Description	Amount		Amount	Amount
Personnel					
1	Executive Director Salary	155,000	106,228	155,000	0.0%
2	E.D. Transportation Allowance	5,000	3,542	5,000	0.0%
3	Finance & Admin. Mgr./Clerk of the Board (FAM/CB) Salary	106,668	73,404	111,467	4.5%
4	Senior Project Mgr. (SPM) Salary	123,480	95,317	129,037	4.5%
5	Senior Project Manager (SPM) Salary	123,480	89,918	129,037	4.5%
6	COLA	15,913	-	16,629	4.5%
7	Employee Benefits	254,500	153,533	260,000	2.2%
8	Membership Dues	15,000	9,790	15,000	0.0%
9	Payroll Administration/Fees	3,000	1,266	3,000	0.0%
10	Employer Taxes	62,000	29,539	65,000	4.8%
Subtotal Personnel		864,041	562,536	889,170	2.9%
Contract Services					
11	Legal Counsel	130,000	30,645	130,000	0.0%
12	Auditor	20,000	-	20,000	0.0%
13	Project Consultants (Flood Early Warning System, Ad Hoc Technical services, etc.)	70,000	21,368	70,000	0.0%
	Upstream Detention Project expenses	231,500	98,434	150,000	-35.2%
	Reach 2 Supplementary EIRs	50,000	-	150,000	200.0%
	Cap 205	160,000	160,000	143,000	-10.6%
	Reach 1 O&M	70,000	35,089	70,000	0.0%
Subtotal Contract Services		731,500	345,536	733,000	0.2%
Administrative					
14	Computers/Software	5,000	5,546	7,000	40.0%
15	Meeting Supplies	2,500	2,177	5,000	100.0%
16	Travel/Training	9,000	3,229	8,000	-11.1%
17	Office Supplies	1,500	1,038	1,500	0.0%
18	Telecommunication	2,000	1,360	2,000	0.0%
19	IT	4,000	-	5,700	42.5%
20	Postage	100	353	150	50.0%
21	Printing/Design	1,000	4,311	750	-25.0%
22	Website	1,500	478	1,500	0.0%
23	Liability Insurance	15,000	9,653	15,000	0.0%
24	Office Lease	56,000	38,018	56,000	0.0%
25	Utilities	-	-	-	-
26	Office furniture/maintenance	800	-	600	-25.0%
Subtotal Administrative		98,400	66,164	103,200	4.9%
General Contingency					
27	General Contingency	35,000	592	35,000	0.0%
Total Expenses		1,728,941	974,828	1,760,370	1.82%
<p>1 Member Contributions include 12.5% reserves approved by the Board in November 2020. Budgeting for reserves at 15% started with the FY21-22 approved budget. 2022 proposed contributions represent a 17.5% increase. (FY21/22 contribution) \$337,240</p> <p>**The SFCJPA will maintain a reserve account in the range of 12.5% – 17.5% of the Authority's annual budget starting with 15% effective in FY 2021-2022.</p> <p>2 COLA at 4.5%; Based on SSI and CALPERS 2022 COLA rates.</p> <p>3 Funds allocated for this budget field, \$50,000, are not expected to be depleted in this 21-22FY. Remaining funds will be rolled over to FY22-23.</p> <p>4 The total amount of expenditures in this account field in FY22/23 is expected to be \$343,000. \$200,000 will be pulled from remaining funds from the SFCJPA 1E grant funds and advanced in FY21/22 to meet the Corp scheduling needs.</p> <p>*FY21/22 budget was approved with a deduction of the \$231,500 (Line item 26, which was rollover from FY21/20). The FY21/22 budget was approved with a \$39,241 deficit.</p>					

Agenda Item 7.B. – San Francisco Bay Regional Authority Measure AA Grant Acceptance Resolution

Background

Measure AA, or the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure, was a revenue generating measure placed on the June 2016 ballots for the nine-county San Francisco Bay Area. The measure was approved by 70% of voters, and in 2017, a 20-year, \$12 annual parcel tax was implemented that raises approximately \$25 million annually or \$500 million over twenty years to fund habitat restoration projects; flood protection projects that are part of a habitat restoration project; and shoreline access and recreational amenity projects that are part of a habitat restoration project.

In October 2021 the SFCJPA applied for a Measure AA grant to support the environmental review and preliminary design work for the SAFER Bay Project. In late March we were notified of our application's provisional award in the amount of \$1 million dollars¹.

Discussion

The [San Francisco Bay Restoration Authority](#) (SFBRA) administers the Measure AA funds. The SFBRA board meets quarterly to approve, award, and formalize grants. The next SFBRA board meeting is scheduled for June 24 (one day after the SFCJPA's June board meeting). To move forward promptly with grant award and acceptance (rather than potentially delay funding), we are asking the SFCJPA Board to proactively consider this item and associated resolution ahead of the SFBRA's June 24 board meeting.

Recommendation

Staff recommends acceptance and passage of the resolution to accept the Measure AA grant funding for the purpose of implementing environmental review and preliminary designs for the SAFER Bay project.

¹ The formal award and specific amount pending a vote at the upcoming June 24 SFBRA board meeting.



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

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Resolution No. 22-5-26-B

Board of Directors of the San Francisquito Creek Joint Powers Authority

Approving the Acceptance of Potential Grant of Funds from the
San Francisco Bay Restoration Authority (SFBRA)

For the SAFER Bay Project

WHEREAS, the San Francisco Bay Restoration Authority Act, Government Code §§ 66700-66706, establishes the San Francisco Bay Restoration Authority (“Authority”) as a regional entity to generate and allocate resources for the protection and enhancement of tidal wetlands and other wildlife habitat in San Francisco Bay and along its shoreline, and authorizes the Authority to award grants to public and private entities to achieve these purposes; and

WHEREAS, the Authority awards grants for eligible projects consistent with Government Code § 66704.5, the Authority’s Grant Program Guidelines, first adopted in May 2017, and the Authority’s San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (“Measure AA”), passed by the voters in June 2016.

WHEREAS, at its forthcoming June 24, 2022 meeting, the Authority has agendized a resolution to review and potentially approve a grant to the San Francisquito Creek Joint Powers Authority (SFCJPA) (“grantee”) for the SAFER Bay Project (“the project”).

WHEREAS, the Authority requires that the governing body of the grantee certify through a resolution that should it be awarded, it will accept the award of Authority grant funding and will authorize the execution by a representative of the grantee of a grant agreement on terms and conditions required by Authority Grant Agreement.

NOW, THEREFORE, be it resolved that the grantee hereby:

1. Approves the acceptance of grant award of grant funding from the Authority for the project, should it be awarded by the Authority.
2. Acknowledges that it has or will have sufficient funds to complete the project.
3. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Authority and as may be necessary to fulfill the terms of the grant agreement.



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

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4. Authorizes any of the following named officers or employees of the grantee to act as a representative of the grantee and to negotiate and execute on behalf of the grantee the grant agreement and all other agreements and instruments necessary to complete the project: Margaret Bruce, Executive Director.

I, Miyko Harris Parker, _____, the undersigned, hereby certify that Resolution No. 22-5-26-B was duly adopted by the Board of the SFCJPA by the following roll call vote:

Ayes:

Noes:

Absent:

(Clerk)

Signature: _____
Miyko Harris Parker, Clerk of the Board, SFCJPA