



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
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East Palo Alto, Menlo Park, Palo Alto, San Mateo County Flood Control District, and the Santa Clara Valley Water District

**Notice of Regular Meeting of the
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY BOARD
City of Menlo Park Council Chambers
701 Laurel Street, Menlo Park, California
Thursday, September 22, 2011 at 4:00 p.m.**

AGENDA

- 1) ROLL CALL
- 2) APPROVAL OF MEETING MINUTES – July 28, 2011 Board Meeting
- 3) APPROVAL OF AGENDA
- 4) PUBLIC COMMENT – *Limited time for public comment on items not on the Agenda. Members of the public may address the Board on any Agenda item when that item is considered by the Board.*
- 5) REGULAR BUSINESS – EXECUTIVE DIRECTOR’S REPORT
 - a) Grant Application: Approval of Resolution #11-9-22 authorizing the Executive Director to apply to the California River Parkways Grant Program
 - b) Board meeting schedule for the remainder of 2011
 - c) Review of Fiscal Year 2010-11 Operating Budget and the process to approve the FY2012-13 Budget
 - d) SFCJPA August 27, 2011 Board Retreat Follow-up: Discussion of amending the Purposes statement and other portions of the May 1999 Joint Powers Agreement that created the SFCJPA
 - e) SFCJPA Board Retreat Follow-up: Engaging a firm to gather and analyze property and voter data to assess the feasibility of, and recommend a strategy for, an SFCJPA special financing district
- 6) BOARD MEMBER MATTERS - *Non-agendized comments, requests, or announcements by Board members; no action may be taken.*
- 7) ADJOURNMENT

PLEASE NOTE: This Board meeting Agenda can be viewed online by 4:00 p.m. on September 19, 2011 at www.sfcjpa.org -- click on the “Meetings” tab near the top. The reports for the items described on the Agenda will be available at the same online location by 4:00 p.m. on September 20, 2011.

San Francisquito Creek Joint Powers Authority

September 22, 2011 Board Meeting

Agenda Item 2

July 28, 2011 Board Meeting Minutes

Chairperson Kwok called the meeting to order at 4:03 p.m. at the City of Palo Alto Council Chambers, Palo Alto, CA.

DRAFT

1) ROLL CALL

Members Present: Director Burt, City of Palo Alto
Chairperson Kwok, Santa Clara Valley Water District
Director Groom, San Mateo County Flood Control District
Director Abrica, City of East Palo Alto
Director Keith, City of Menlo Park

Alternates Present: Director Ohtaki, City of Menlo Park (In audience)
Director Romero, City of East Palo Alto (In audience)
Brian Schmidt, Santa Clara Valley Water District (In audience)

JPA Staff Present: Len Materman, Executive Director
Kevin Murray, Staff
Miyko Harris-Parker, Staff

Legal Counsel Present: Greg Stepanicich

Others Present: Trish Mulvey, Palo Alto resident; Dennis Parker, East Palo Alto resident; Art Kraemer, Palo Alto Resident; Jerry Hearn, Portola Valley resident; Chris Elias, Santa Clara Valley Water District; Saied Hosseini, Santa Clara Valley Water District; Joe Teresi, City of Palo Alto; Ann Stillman, San Mateo County Flood Control District;; Tom Zigterman, Stanford; Cynthia D'Agosta, Committee for Green Foothills

2) APPROVAL OF MEETING MINUTES – June 23, 2011 Board Meeting

Approved 4 -0. Director Keith abstained.

3) APPROVAL OF AGENDA

Approved 5-0.

4) PUBLIC COMMENT

Trish Mulvey, Palo Alto resident, commented on the Newell Bridge discussion that occurred at the City of Palo Alto's City Council meeting a few weeks ago. Mrs. Mulvey expressed her sincere appreciation for the presentation made by City of East Palo Alto Mayor and SFCJPA Alternate, Carlos Romero. Mrs. Mulvey said that Mayor Romero said that he expects the SFCJPA Board to be a forum for discussion about mitigation issues particularly dealing with traffic and environmental issues. Mrs. Mulvey then thanked Chairperson Kwok for his patience at the SCVWD meeting at which she suggested the SCVWD consider a policy that the elected Director from the district that includes Palo Alto have first choice to serve on the SFCJPA Board. Mrs. Mulvey said she was informed that they did not need such a policy, and that there was an agreement for SCVWD Board member Schmidt to become the SFCJPA Board member in January 2012. Mrs. Mulvey continued saying that Chairperson Kwok was eloquent at that meeting as he assured her of his interest in representing the whole district.

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5) REGULAR BUSINESS

S.F. Bay – Highway 101 Project Approval of Resolution #11-7-28 authorizing the Executive Director to execute a contract for design services to reconfigure part of the Palo Alto Municipal Golf Course to mitigate the impacts of the SFCJPA project

Mr. Materman and Mr. Murray gave the Board a brief background summary of the S.F. Bay – Highway 101 project and presented Resolution #11-7-28 noting a golf design firm was unanimously selected by the interview panel. Mr. Murray introduced Mr. Forrest Richardson of Forrest Richardson & Associates representing Golf Group Ltd. Mr. Richardson said that this is a terrific opportunity and he gave the Board a brief background about the golf course being designed in the 1950's by the renowned William Park Bell and his son. Mr. Richardson noted that his group has done a lot of work on Bell courses. Mr. Richardson stated that this is a tremendous opportunity for a win-win for not only the recreational aspect but also the ecosystem and the flood project as well. Mr. Richardson concluded saying that his group is very excited and that this project is very similar to a project they did in Ventura as it was the same designers, the courses were built in the same era and the environmental aspects are similar.

Chairperson Kwok stated that the Board is looking forward to the project and that he is really glad to the level of expertise that Mr. Richardson's group has.

Director Keith questioned the need of the confidentially clause within the contract and asked that it be removed. Mr. Materman responded saying that SFCJPA legal counsel could not be at the meeting today but that he would consult with SCJPA legal regarding the clause and let legal know that the Board wishes it deleted.

Director Groom stated that she concurred with Director Keith regarding the confidentially clause.

Director Keith asked for clarification on page 8 of the contract in section 1.2 that there will not be a time limitation on the meetings. Mr. Murray confirmed that there would not be a time limitation. Director Keith asked for clarification of why there is not a picture for each of the seven holes that is to be reconfigured. Mr. Robinson responded saying that the pictures were not included because the reconfiguration is dependent on what will happen in the final analysis. Director Keith suggested changing the language to say up to seven.

Director Keith commented on section A11 on page 14 asking if the item cannot be included in the scope why does it have to be included at all. Mr. Materman said that he would speak with SFCJPA legal counsel regarding this item and the other edit request.

Director Keith motioned to approve Resolution 11-7-28 authorizing the Executive Director to enter into a contract with Golf Group, Ltd. for design services for the reconfiguration of Palo Alto Municipal Golf Course to mitigate impacts from the San Francisquito Creek Flood Protection and Ecosystem Restoration Project, East Bayshore Road to San Francisco Bay subject to changes on item 8 on confidentiality and adding "up to seven" on page 9 subject to legal review. Director Groom seconded. Motion to approve Resolution 11-7-28 authorizing the Executive Director to enter into a contract with Golf Group, Ltd. for design services for the reconfiguration of Palo Alto Municipal Golf Course to mitigate impacts from the San Francisquito Creek Flood Protection and Ecosystem Restoration Project, East Bayshore Road to San Francisco subject to the changes stated above and subject to legal review, passed 5-0.

Chairperson Kwok thanked everyone who worked through the process of interviewing and the selection of the consultants.

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SFCJPA Strategic Planning Process: August 27, 2011 planning session- presentation by facilitator

Mr. Materman gave the Board a brief background on the facilitator selection process and introduced Mrs. Sherry Lund as the chosen facilitator.

Mrs. Lund presented to the Board the outline of the agenda for the August 27, 2011 planning session. Mrs. Lund stated that the session is not really a planning session nor a team building meeting rather it is more of an action session.

Chairperson Kwok asked if all of the interviews had been completed. Mrs. Lund responded saying that Director Keith is the last person who needs to be interviewed. Chairperson Kwok asked if any of the alternates were going to be interviewed. Mr. Materman responded saying that it was a balancing act between cost and time so we did not have the alternates interviewed, however we can ask Mrs. Lund to sit with each alternate who is interested in being interviewed.

Director Groom suggested that each Board member could get the feedback of their alternate.

Director Keith stated that she thought the agenda was great and that she did not have anything to add but she would like to request more information on the capital projects before the session.

Chairperson Kwok asked if there was going to be a financial expert brought in for the planning session. Mr. Materman responded saying that he would be providing a summary of the finance district options that were presented to the Board by colleagues of SFCJPA legal counsel Greg Stepanicich. Mr. Materman noted that Mr. Stepanicich will be present at the session.

Chairperson Kwok asked if the Board will be receiving a copy of the original founding agreement as twelve years is a long time and we might want to amend it. Mr. Materman responded saying that a copy of the founding agreement can be provided in the packet of information the Board will receive prior to the August 27 session.

Director Abrica stated that it will be useful to include the actual mission statement and that it would be good to get a copy of the previous SFCJPA retreats report for some background info. Director Abrica asked that the packet of information that is being sent to the Board also be sent to member agency staff.

Mrs. Lund stated that the agenda is a very ambitious agenda and she asked if the Board is open to extend the meeting time. Board members agreed with extending the meeting to 3:00 pm.

Art Kraemer, Palo Alto resident, suggested that an analysis of the SCVWD's Measure B funds be provided for the session to ensure that the SFCJPA has received its fair share of those funds. Chairperson Kwok stated the SCVWD can provide that information. Chris Elias, SCVWD, said that he would be happy to work with Mr. Materman to provide the analysis.

Jerry Hearn, Portola Valley resident, stated that he is very happy the Board will be taking the time for this session. Mr. Hearn stated that he slightly disagrees with the agenda has been set up but he understands why it has been set up the way it has. Mr. Hearn reminded the Board of the CRMP that was established long before the JPA.

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Mr. Hearn stated he and Mrs. Mulvey were both on the Board of the CRMP and that the CRMP produced a vision document for the creek which made a very strong suggestion for a JPA to be created. Mr. Hearn said that he is worried that we spend most of our time talking about flood management and that the other aspects of the Creek will be overlooked. Mr. Hearn said that if we take a few moments to look 100 years from now and look a little bit broader that many issues surrounding the creek are not just flooding. Mr. Hearn commented on the fact that the SFCJPA is looking to create a financing district and that there are two other agencies, Portola Valley and Woodside, within the watershed that have a large source of funding but flooding is not their issue and we need to look at how to get them involved. Mr. Hearn asked that the public be able to receive the packet of information that will be going out to the Board.

Director Keith asked if the Board could receive a copy of the CRMP vision document.

Dennis Parker, East Palo Alto resident, thanked everyone for giving him the opportunity to speak and stated that he agreed with the comments made by Mr. Hearn.

Brian Schmidt, SCVWD Board member, SFCJPA Alternate, thanked Chairperson Kwok for asking that the alternates be interviewed. Mr. Schmidt stated that the alternates are here to help. Mr. Schmidt clarified that the assumption for the session is that we will be giving and receiving feedback and no action will be taken, otherwise the public has a right to comment on every item. Mr. Schmidt requested that the packet of information material being sent before the August 27 session include a history of flooding and any promises or commitments that were made in regards to the flooding issues. Mr. Schmidt concluded saying that he also agreed with the comments made by Mr. Hearn that we need to look at issues besides flooding.

Jim Wiley, Menlo Park resident, stated that he agreed with Mr. Hearn's comments. Mr. Wiley said that the Board looks through many possibilities he would like an introduction to erosion issues and what it will cost to fix. Mr. Wiley also asked if there has been an analysis done on the mitigation of erosion if we increase the flow in the channel and what that will cost.

Trish Mulvey, Palo Alto resident, advised that San Francisquito Creek is in the Federal Clean Water Act which has requirements for dealing with excess sediment, and that some of the Mr. Wiley's questions may have been addressed. Mrs. Mulvey said that she had hoped that this session would include strategic planning from a high level. Mrs. Mulvey stated that the purposes of the SFCJPA other than flooding mean a lot to her. Mrs. Mulvey continued that she sees the flooding as a huge project and that we have a SFCJPA Member Agency that specializes in capital projects dealing with flooding and we should use their experience and not duplicate them and not try to staff up the SFCJPA with those roles. She appreciates that the the SFCJPA staff roles are being discussed and that knowing and loving the SFCJPA staff for all these years they are the A-team for doing those other purposes of the SFCJPA and she does not want those other purposes to go away. Mrs. Mulvey continued we need to capitalize using the skills and experience that we have going forward and see if there is a way to cut to the chase early in the discussion to see how the SFCJPA Board can think through how we will deal with flooding and all the aspects of the mission that care about the creek and the watershed.

Chairperson Kwok thanked everyone who has been involved prior to the SFCJPA for their feedback. Chairperson Kwok asked Mr. Materman to set a meeting with Mrs. Lund to meet with the two of them two weeks before the August 27 session to discuss the logistics of the session.

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Tom Zigterman of Stanford, suggested that the Board add time on the agenda to ask how the SFCJPA wants to relate to Stanford. Mr. Zigterman said that he would ask the Board to think about a mechanism that they would like to use to enhance the relationship with Stanford.

Director Burt said that as he listened to the comments made by our well-informed members of the public and he reflected on the draft agenda and he believes that it will be useful to be able to begin with a reference of the mission at the outset of the session, move on to the other topics and then revisit the mission. Director Burt responded to the comments made regarding other participating jurisdictions and agencies, Portola Valley, Woodside and Stanford who not only have an interest in watershed protection but are also an important partner in the discussion of upstream retention. Director Burt said that we should use this opportunity to have them engage more in this process that will hopefully lead to more long-term direction including their greater participation. Director Burt said that in regards to the mission review we need to look ahead five – ten years and determine how each of the purposes will be divvied up as we are not only looking at funding options but we are also looking at project management options as well.

Director Abrica stated that it is clear that we are at a critical time and that the process is not an either/or in regards to an action session or a strategic; it is a matter of both. Director Abrica said we need to have a strategic discussion in order to determine the actions we need to take.

Mrs. Lund clarified that the strategic thinking is needed and would be part of the session, but that when she thinks of strategic planning she thinks of mission, values, and objectives, a planning process that will take days or weeks to complete that has a lot of defined parts. Mrs. Lund said that she just wanted to be clear that that is not what the August session is for.

Director Burt commented on the fact that when the planning process discussion was first brought to the Board we discussed whether or not to have one or two days and as we are going through discussion it is becoming apparent that we may require another day and that as we go through the agenda on the 27th we may need to recognize what issues we will have to consider discussing on another day or second planning session.

Chairperson Kwok thanked everyone for their comments.

6) BOARD AND ASSOCIATE MEMBER MATTERS - *Non-agendized comments, requests, or announcements by Board and/or Associate members, no action may be taken*

Director Kwok thanked and congratulated Mr. Murray on having completed 10 years of dedicated service to the SFCJPA and the people and wildlife of the watershed. Director Kwok recognized Cynthia D'Agosta, former SFCJPA Executive Director, who commented on Mr. Murray's tenure. Director Kwok then presented a plaque commemorating Mr. Murray's service.

Mr. Murray thanked the Board and spoke briefly about his experience, saying he is very optimistic about where we are and what we can accomplish.

Mr. Materman, member agency staff, and members of the public complimented Mr. Murray's efforts with the JPA.

7) ADJOURNMENT:

Chairperson Kwok adjourned the meeting at 5:24 pm.

Minutes Prepared by Clerk of the Board: Miyko Harris-Parker

San Francisquito Creek Joint Powers Authority
September 22, 2011 Board Meeting
Agenda Item 5
Executive Director's Report

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

a) Grant Application: Approval of Resolution #11-9-22 authorizing the Executive Director to apply to the California River Parkways Grant Program

The River Parkway Grant Program (RPGP) is administered by the Natural Resources Agency of the State of California and is funded under voter-approved Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. The 2011 RPGP funding cycle will make available \$30 million in grant monies to local entities to plan and implement projects that meet the stated objectives of the program.

In order to be eligible for funding, an applicant must demonstrate that a project satisfies at least two conditions of the Program. Of the many elements of the SFCJPA's comprehensive project, the proposed San Francisquito Creek Trail with vegetative restoration and interpretive signage along Palo Alto Avenue from Alma Street to Chaucer Street could satisfy the "Recreation," "Habitat" and "Conservation and Interpretive Enhancement" conditions.

Creating new trails, replacing invasive species with native plants, and providing interpretive signage would improve the aesthetic, recreational and ecological conditions along the creek corridor and thus build greater local support for our efforts, and they will be vital to our ability to secure permits for potential flood management project elements, such as in-stream channel modifications or floodwalls.

Of the proposed trail sections within the comprehensive project, the section along Palo Alto Avenue makes sense to approach first because implementing a Creek Trail would not require private property acquisition, and this section of the proposed Creek Trail has been identified as a future bike and pedestrian pathway in the City of Palo Alto's 2011 Bicycle and Pedestrian Transportation Plan.

In order to submit a grant application, the Board must approve a resolution authorizing the Executive Director to seek project funding through the RPGP. SFCJPA staff is currently investigating what agreements would be required with the City of Palo Alto to create this trail, and if the flood management elements might be ready to construct within the time constraints of the River Parkway Grant Program. Thus, at this time it is uncertain if the SFCJPA will submit a request for RPGP funding before the October 14, 2011 deadline. Passing resolution 11-9-22 simply gives the Executive Director the authority to submit an application if it is determined that the project is eligible and will be competitive, and that we can demonstrate our ability to implement the project.

Proposed Board Action: Approve Resolution 11-9-22 (attached) authorizing the Executive Director to apply to the California River Parkways Grant Program.

b) Board meeting schedule for the remainder of 2011

This agenda item concerns the timing of the remaining meetings in 2011 – Board members, please bring your calendars to this meeting. Two Board members have indicated that they will be out of town on October 27, the date of the next Regular meeting of the Board. Also, it should be noted that the November and December Board meetings are scheduled to take place on the **third** Thursday of those months (November 17 and December 15) due to the Thanksgiving and Christmas holidays.

c) Review of Fiscal Year 2010-11 Operating Budget and the process to approve the FY2012-13 Budget

On September 15, the Board Finance Committee (Directors Groom and Keith) met with Miyko and me to discuss the attached table, which compares the approved FY2010-11 Operating Budget with actual expenses for the year, and lists the difference between the two. In FY2010-11, we spent 14% below our budgeted amount and increased agency reserves by about \$16,200. At today's Board meeting, we will discuss the budget and the process for Board consideration of the FY2012-13 budget.

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September 22, 2011 Board Meeting
Agenda Item 5
Executive Director's Report

d) SFCJPA August 27, 2011 Board Retreat Follow-up: Discussion of amending the Purposes statement and other portions of the May 1999 Joint Powers Agreement that created the SFCJPA

At the August 27 Board Retreat, there was considerable discussion of the founding Purposes of the SFCJPA, and the relevance of those Purposes and other aspects of the May 1999 Joint Powers Agreement (attached) to current activities. These original Purposes included:

- To facilitate and perform bank stabilization, channel clearing and other Creek maintenance.
- To plan flood control measures for the San Francisquito Creek watershed.
- To take actions necessary to preserve and enhance environmental values and instream uses of the Creek.
- To coordinate emergency mitigation and response activities relating to San Francisquito Creek.
- To make recommendations to Member Entities for funding and alternatives for long term flood control for Member Entity consideration.

As was discussed at the Retreat, a purpose statement that limits the Authority to coordination and facilitation of flood control activities does not reflect the reality of today's SFCJPA and does not apply the best use of its collective resources. Following the Retreat, SFCJPA General Counsel Greg Stepanicich and I met to draft the following proposed Purposes in light of the Board discussion and public comments on August 27 and the reality of today's SFCJPA:

- Plan, design, and implement flood management measures for the communities surrounding San Francisquito Creek.
- Restore and enhance environmental values, and create opportunities for recreation and connectivity within and between communities.
- Secure funding for these creek-related improvements.
- Facilitate and implement bank stabilization, channel clearing and other Creek maintenance.
- Provide emergency response agencies with regional information that enhances their communication and response capabilities.

At the Board meeting, we will briefly go through each of these to describe the intent behind the change, and allow for additional Board discussion. We do not intend for the Board to vote on this at this time, in part because an important aspect of the discussion on August 27 remains unresolved: whether solving our coastal challenges should be a specific objective of the SFCJPA.

Obviously, the word "coastal" or "tidal" does not appear in the above draft Purposes, but it can be added before these Purposes are formally adopted by the Board and our Member Agencies (amendments to the Joint Powers Agreement must be approved by the governing boards of each agency). At the Retreat, there was no consensus as to whether the SFCJPA should address coastal flooding issues independent of the Creek. This gets to a fundamental question of whether we are a Creek-focused agency or a regional agency composed of Members with the Creek as their common interest.

The SFCJPA's federal Study authorization includes coastal areas of Palo Alto, Menlo Park and East Palo Alto, in addition to fluvial concerns between the Bay and Searsville Dam. Currently, coastal flooding concerns in these jurisdictions can be addressed through a different federal project known as the Shoreline Study. However, there is no local sponsor of that project in San Mateo County, and in Santa Clara County the Santa Clara Valley Water District has (for now) focused its efforts on another area. Thus, the SFCJPA federal Study is the only existing vehicle to receive federal support for coastal solutions at this time. Given that more detailed discussion of coastal concerns will take place before the end of this calendar year, we suggest that the Board consider these Purposes but not finalize them until early next year.

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Executive Director's Report

- e) SFCJPA Board Retreat Follow-up: Engaging a firm to gather and analyze the property and voter data to assess the feasibility of, and recommend a strategy for, an SFCJPA special financing district

Another outcome of the August 27 Retreat was the need to assess the feasibility of an SFCJPA financing district, conduct polling and/or focus groups to ascertain the attitudes of potential voters within the district, and evaluate the SFCJPA's bonding capacity and potential bonding strategy. Since the retreat, with the help of Alternate Board member Carlos Romero I have spoken with professionals in these fields, and am considering engaging a consultant to analyze the feasibility of using a special assessment, special tax, or property-related fee to fund the improvement costs. An initial step in this consultancy would be to gather property and ownership data on parcels within and outside the 100-year floodplain, and perform some basic analysis and due diligence within legal and financial contexts.

The consultant would conduct research and provide parcel and area profile data, including number and type of parcels, parcel assessed valuation, parcel property tax information, and updated ownership information. Given the potential range of the costs of the SFCJPA project, the consultant would provide a feasibility analysis for creating a successful district, with various options, and present a recommendation to the Board with next steps for leading to the formation of a district. In summary, the primary deliverables of this three-month effort would be parcel data summary and analysis, a brief feasibility study, and recommendation. This is a discussion item for the Board, and no formal action is required, as the cost of this consultant would be below the \$10,000 threshold for Board approval. Prospective consultants could begin as early as November.

Submitted by:



Len Materman
Executive Director



SAN FRANCISQUITO CREEK

JOINT POWERS AUTHORITY

www.sfcjpa.org

East Palo Alto, Menlo Park, Palo Alto, San Mateo County Flood Control District, and the Santa Clara Valley Water District

RESOLUTION No. 11-9-22

Resolution of the Board of Directors of

The San Francisquito Creek Joint Powers Authority (SFCJPA)

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA RIVER PARKWAYS GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (Proposition 84)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the founding SFCJPA Agreement provides for the authority to receive, collect and disburse monies, and make and enter into agreements and contracts, and

WHEREAS, the San Francisquito Creek Joint Powers Authority, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Francisquito Creek Joint Powers Authority

1. Approves the filing of an application for the San Francisquito Creek Trail;
2. Certifies that Applicant understands the assurances and certification in the application; and,
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and,
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)*, legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and,
6. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and,
7. Appoints the Executive Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

RESOLUTION No. 11-9-22
Resolution of the Board of Directors of
The San Francisquito Creek Joint Powers Authority (SFCJPA)

(Continued)

Approved and adopted the 22nd day of September 2011. We, the undersigned, hereby certify that the foregoing Resolution Number 11-9-22 was duly adopted by the Board of Directors of the San Francisquito Creek Joint Powers Authority.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

_____ Date: 9/22/11
Vice Chairperson

_____ Date: 9/22/11
Chairperson

APPROVED AS TO FORM:


_____ Date: 9/19/11
Legal Counsel

San Francisquito Creek Joint Powers Authority -- FY 2010-11 Operating Budget

REVENUES

Member Agency Contributions (\$98,000 X 5)	\$490,000
Estimated Interest on reserves	\$1,430
Total Revenues	\$491,430

EXPENSES

Acct.	Description	Approved Budget	Total actual expenses	Difference between Budget and actual
Personnel				
1001	Executive Director Salary	110,000	115,958	5,958
1002	E.D. Transportation Allowance	5,000	5,000	0
1003	Finance & Office Manager Salary	63,871	67,863	3,992
1004	Project Manager Salary	74,154	78,788	4,634
1005	Salaries Adjustments	-	-	-
1006	COLA	-	-	-
1007	Employee Benefits	125,000	112,611	(12,389)
1008	Membership Dues	3,150	3,636	486
1009	Payroll Administration/Fees	4,130	1,474	(2,656)
1010	Employer Taxes	16,000	20,930	4,930
	Subtotal Personnel	401,305	406,260	4,955
Contract Services				
1011	Legal Counsel	25,000	17,073	(7,928) *
1012	Auditor	12,000	8,125	(3,875) **
1013	Project Consultants	70,000	11,060	(58,940) *
	Subtotal Contract Services	107,000	36,257	(70,743)
Administrative				
1014	Computers/Software/Support	1,200	2,134	934
1015	Meeting Supplies	1,500	698	(802)
1016	Travel/Training	3,000	2,829	(171) *
1017	Office Supplies	1,500	1,153	(347) *
1018	Telecommunication	1,200	1,339	139
1019	Postage	200	314	114 *
1020	Printing/Design	400	445	45 *
1021	Website	600	108	(492)
1022	Liability Insurance	6,132	5,025	(1,107)
1023	Office Lease	18,000	16,500	(1,500)
1024	Utilities	800	1,272	472
1025	Office furniture/maintenance	500	881	381 *
	Subtotal Administrative	35,032	32,699	(2,333)
General Contingency				
1026	General Contingency	10,000	0	(10,000)
	Total Expenses	\$553,337	\$475,217	(\$78,120)

* Additional expenses not shown here were incurred in FY10-11 but paid in FY11-12.

** The cost of each annual audit is \$12,000/year, though more than one audit was underway during FY10-11.

JOINT POWERS AGREEMENT
CREATING THE
SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

Dated
as of

May 18, 1999

JOINT POWERS AGREEMENT

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SAN FRANCISQUITO CREEK
JOINT POWERS AGREEMENT

This Agreement is made by and among 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 Flood Control District (“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.

RECITALS

A. Government Code sections 6500-6515, permitting two or more local public entities by agreement to jointly exercise any power common to them, authorizes the Member Entities to enter in this San Francisquito Creek Joint Powers Agreement (“Agreement”).

B. Each Member Entity desires to join together with the other Member Entities for the primary purpose of managing the joint contribution of services and providing policy direction on issues of mutual concern relating to the San Francisquito Creek (“Creek”), including bank stabilization, channel clearing and other Creek maintenance, planning of flood control measures, preserving and enhancing environmental values and instream uses, and emergency response coordination.

C. The governing board of each Member Entity has determined that it is in the Member Entity’s best interest and in the public interest that this Agreement be executed and that it is participating as a member of the public entity created by this Agreement.

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 Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) (as amended from time to time, 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. The Authority shall require indemnification on behalf of itself and its members as determined by its Board of Directors from entities with which it enters into agreements. 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 or county Member Entity specified in this Agreement, 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. To facilitate and perform bank stabilization, channel clearing and other Creek maintenance.
- b. To plan flood control measures for the San Francisquito Creek watershed.
- c. To take actions necessary to preserve and enhance environmental values and instream uses of San Francisquito Creek.
- d. To coordinate 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.

3. DEFINITIONS. In this Agreement unless the context otherwise requires:

- a. “Administrative Cost” means the amount charged to each Member Entity by the Authority for the Authority’s general operating costs and expenses.
- b. “Authority” means the San Francisquito Creek Joint Powers Authority.
- c. “Board” or “Board of Directors” means and is the governing body of the Authority constituted as set forth in Paragraph 10 of this Agreement.
- d. “JPA Law” means Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended from time to time.
- e. “Member Entity” means and shall include each public agency (as defined in Section 6500 of the JPA law), which is a party to this Agreement.
- f. “Creek” means and is the San Francisquito Creek.

4. PARTIES TO AGREEMENT. Each Member Entity certifies that it intends to and does contract with every other Member Entity which is a signatory to this Agreement. Each Member Entity also certifies that the deletion 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.

5. TERM OF AGREEMENT. This Agreement became effective as of May 18, 1999, and continues in full force until terminated in accordance with Paragraph 20.

6. POWERS OF THE AUTHORITY. 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 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. Sue and be sued in its own name;
- e. Contract with independent consultants and/or contractors;
- f. Receive, collect, and disburse monies;
- g. Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;
- h. Assign, delegate, or contract with a Member Entity or third party to perform any of the duties of the Board including, but not limited to, acting as administrator for the Authority; and
- i. Exercise all other powers necessary and proper to carry out 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.

7. 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 Paragraph 11.e by the Authority Board of Directors consistent with a budget approved by independent action of each Member Entity's governing body.

8. PROJECT PARTICIPATION APPROVAL AUTHORITY. Member Entities 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 Member Entity's governing body.

9. MEMBERSHIP.

- a. Voting Members. All Member Entities shall be Voting Members.
- b. Associate Membership.

(1) Nonprofit corporations and academic and charitable organizations located or operating within the jurisdictional limits of a Member Entity shall be eligible to join the Authority as Associate Members, subject to the approval of the Board of Directors.

(2) Associate Members shall be entitled to attend all meetings of the Board of Directors and participate in discussion of all items of business but shall not be entitled to vote or participate in formal debate of a motion on the floor. Further, no representative of an Associate Member may become an officer or director of the Authority.

(3) For purposes of this Agreement, only Voting Members shall be referred to as "Member Entities."

10. BOARD OF DIRECTORS.

a. Directors. There shall be a Board of Directors to govern the affairs of the Authority. The Board shall be comprised of one director, and one alternate director, from each Member Entity. Each director has one vote. An alternate director may cast a vote as a member of the Board of Directors only in the absence of the director. Each director and alternate director shall be a member of the governing body of the Member Entity. Each director shall be designated by the governing board of the respective Member Entity. The alternate directors shall be appointed by the Director designated by a Member Entity in the absence of designation of alternates by a Member Entity.

b. Compensation. Directors and alternate directors are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by directors or alternate directors.

c. Powers. The powers of the Board 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 the Board of Directors as specified in Paragraph 10;
- (2) Approval of an amendment to this Agreement as specified in Paragraph 23;
- (3) Approval of actions pursuant to Paragraph 7, above;
- (4) Approval of project participation as specified in paragraph 8; and
- (5) Approval of the annual budget of the Authority as specified in Paragraph 14.

11. BOARD MEMBERS.

a. Meetings. The Board shall hold at least one regular meeting each year, at which time the Board shall elect its officers as appropriate to comply with Paragraph 12. The

Board shall fix the date, hour, and place at which each regular meeting is to be held. To the extent practicable, each Board 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 one-third of the Member Entities.

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

c. Minutes. The Secretary shall keep or have kept minutes of each regular meeting of the Board. As soon as possible after each meeting, the Secretary shall have a copy of those minutes forwarded to each member of the Board.

d. Quorum. No business may be transacted by the Board without a quorum of members of the Board 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. Action of Board. Any action of the Board shall require a vote of a majority of the voting members of the Board.

12. OFFICERS.

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

b. Election/Term/Duties. The officers shall be elected or appointed by the Board at its first meeting. The term of office for Chair, Vice-Chair, and Secretary is one year. The officers shall assume the duties of their offices upon formation of the Authority or as appropriate. If either the Chair, Vice-Chair, or Secretary ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs.

c. Compensation. Officers are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by officers.

d. Appointment/Contract. The Board may appoint such officers and may contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement.

13. 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 end on June 30th.

14. BUDGET. The Board shall adopt an annual budget, which shall include each Member Entity's proposed contribution for the fiscal year. The budget shall not be effective unless and until it is approved by the governing body of each Member Entity that has a contribution to the budget. Member Entity contributions shall become immediately due and payable to the Authority upon adoption of the budget, unless expressly provided otherwise in the budget.

15. ANNUAL AUDIT AND AUDIT REPORTS. The Board 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 required by State law. The Authority shall pay the cost of the financial audit and charge the cost against the Member Entities in the same manner as other administrative costs.

16. 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 procedures established by the Board and in conformity with applicable law.

c. Insurance/Bond. The Authority shall require the Board to procure errors and omissions insurance or a fidelity bond.

d. Fiscal Agent. The Authority shall designate a fiscal agent who shall be responsible for the administration of all funds and accounts. The fiscal agent may be one of the Member Entities or an officer or employee of one of the Member Entities, subject to the approval of the selected Member Entity.

17. ADMINISTRATIVE COST. In connection with preparation of the Annual Budget pursuant to Paragraph 14, above, the Board may establish the Administrative Costs of the Authority, if any, for each fiscal year and shall propose a formula for allocating these Administrative Costs among Member Entities for each fiscal year, which shall be approved by the Member Entities as a part of the budget.

18. 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 25 with respect to any event or occurrence taking place before the Member Entity withdraws.

19. EXPULSION. The Authority may expel a Member Entity from the Authority by a three-fourths (3/4) vote of the Board of Directors for a breach of this Agreement determined by the Board 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. Any Member Entity that has been expelled shall remain subject to the provisions of Paragraph 25 with respect to any event or occurrence taking place before the Member Entity was expelled.

20. TERMINATION AND DISTRIBUTION.

a. Termination. This Agreement shall continue until terminated. This Agreement may be terminated by the written consent of two-thirds (2/3) 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. Surplus. After completion of the Authority's purposes, 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. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority.

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

22. 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.

23. AMENDMENTS. This Agreement may be amended by a unanimous vote of the Member Entities of the Authority acting through their governing bodies. 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.

24. 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.

25. 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, and officer of the Authority for their actions taken within the scope of their duties while acting on behalf of the Authority. The parties to this Agreement 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.

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

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

28. 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.

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

DATED: _____, 2004

CITY OF MENLO PARK

By: _____
Mayor

ATTEST:

By: _____
City Clerk

DATED: _____, 2004

CITY OF PALO ALTO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

DATED: _____, 2004

CITY OF EAST PALO ALTO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

DATED: _____, 2004

SANTA CLARA VALLEY WATER DISTRICT

By: _____
(Signature)

(Print Title)

ATTEST:

By: _____
Secretary

DATED: _____, 2004

SAN MATEO COUNTY FLOOD CONTROL DISTRICT

By: _____
Board Chair

ATTEST:

By: _____
Secretary