



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

SFCJPA.ORG

**Notice of Regular Meeting of the
BOARD OF DIRECTORS
April 23, 2020 at 3:30 p.m.**

Due to the risk of COVID-19 transmission, this meeting will be held remotely. 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 11:00 am on the day of the meeting.

To join the meeting, click on: <https://zoom.us/j/97611631171> Meeting ID: 976 1163 1171

Or by phone: 669-900-6833,,97611631171#

AGENDA

1. ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF MEETING MINUTES: March 26, 2020 Regular Board meeting
4. PUBLIC COMMENT: *Individuals may speak on any topic for up to three minutes; during any other Agenda item, individuals may speak for up to three minutes on the subject of that item.*
5. REGULAR BUSINESS: Executive Director's Report
 - a. Consider approving the proposed Fiscal Year 2020-21 Operating Budget
 - b. Upstream of Highway 101 Project: Consider authorizing the Executive Director to execute a contract with Environmental Science Associates to develop a Mitigation and Monitoring Plan, restoration elements of the civil design, and a landscape design that are supported by regulatory agencies
 - c. Consider approving Resolution 20.4.23 of the Board of Directors adopting the 2019 Update to the Bay Area Integrated Regional Water Management (IRWM) Plan
6. BOARD MEMBER MATTERS
7. CLOSED SESSION: Pursuant to Government Code Section 54957 regarding public employee performance evaluation - title: Executive Director
8. REGULAR BUSINESS: Delegate authority to sign SFCJPA documents and disbursements in the absence of an Executive Director
9. ADJOURNMENT

PLEASE NOTE: This Board meeting Agenda and supporting documents related to items on the Agenda can be viewed online by 3:30 p.m. on April 20, 2020 at sfcjpa.org -- click on the "Meetings" tab near the top. To be added to or removed from the Board Meeting distribution list, please e-mail jpa@sfcjpa.org.

NEXT MEETING: Regular Board meeting, May 28, 2020 at 3:30 PM, location to be determined

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Director Kremen called the meeting to order at 3:34 p.m. via Zoom video and Zoom teleconference call.

DRAFT

1) ROLL CALL

Members Present: Director Gary Kremen, Santa Clara Valley Water District (Valley Water)
Director Drew Combs, City of Menlo Park
Director Alison Cormack, City of Palo Alto

Members Absent: Director Ruben Abrica, City of East Palo Alto
Director Dave Pine, San Mateo County Flood & Sea Level Rise Resiliency District

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

Legal Present: Trisha Ortiz

Others Present: Due to the meeting being held remotely, only those speaking are identified.

2) APPROVAL OF AGENDA

Director Cormack made a motion to approve the agenda. Director Kremen seconded. Agenda approved 3-0. Director Abrica and Director Pine not present.

3) APPROVAL OF February 26, 2020 REGULAR BOARD MEETING MINUTES

Director Cormack made a motion to approve the February 26, 2020 Regular Board meeting minutes. Director Combs seconded. The February 26, 2020 Regular Board meeting minutes were approved 3-0. Director Abrica and Director Pine not present.

Roll call vote:

Director Abrica	Absent
Director Combs	Aye
Director Cormack	Aye
Director Kremen	Aye
Director Pine	Absent

4) PUBLIC COMMENT

None.

5) REGULAR BUSINESS: EXECUTIVE DIRECTOR'S REPORT

Brief informational update on the Upstream of Highway 101 Project

Mr. Materman provided the Board with an update on Upstream of Highway 101 Project. Mr. Materman reported that staff are currently working to obtain construction permits for the channel widening and bridge replacement project that will convey flows similar to the 1998 flood. Mr. Materman stated that staff is also working on initiating the planning for additional project elements intended to increase flood protection and remove residents from the FEMA 100-year floodplain and flood insurance requirement.

Director Combs asked how the storm water detention facilities and freeboard are connected, since both are key elements to achieving 100-year protection? Mr. Materman responded that it would be possible to achieve 100-year protection with FEMA freeboard by just adding height to the creek banks, but such a project would be very disruptive to the creek and local communities. He continued that it is *not* possible to achieve that objective with just upstream detention, which is why the approved project to replace Pope-Chaucer and widen four sites downstream must be built.

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Mr. Materman continued by saying once the approved project is built, we believe it is possible to contain a 100-year flow within the channel by constructing upstream detention. But, to comply with FEMA's freeboard requirement to eliminate the necessity for flood insurance, we would construct additional upstream detention and/or a small amount of additional bank height, mostly between Newell Road Bridge and Highway 101. The more upstream detention we build the less we have to do downstream and the next EIR will evaluate alternatives for detention coupled with downstream freeboard to get us to the Least Environmentally Damaging Practicable Alternative (LEDPA).

Director Combs commented on the history of opposition to floodwalls among some along the creek, and asked if three feet of freeboard is substantively different from the concerns around aesthetics and the natural environment? Mr. Materman stated that at this stage nothing is being proposed and we are developing the alternatives so that the EIR process and the political process can determine the next project that aims to remove people and property from FEMA's 100- year flood floodplain. We do know that if we build upstream detention, the only bank height needed from Middlefield to Highway 101 would be for freeboard, rather than to contain the 100-year flow. Mr. Murray added that the hydraulic modeling that has been done appears to indicate that most of the areas where increased height will be needed already have floodwalls.

Xenia Hammer, Palo Alto resident, commented that it is great to see the upstream detention alternatives being looked at, but it is very important that the project that was already approved for upstream of Highway 101 move forward without delay. Ms. Hammer noted that some people may ask to wait for the upstream study to be completed before any work is done, but the project that has been approved is highly beneficial on its own. Ms. Hammer commented on the fact that the City of Palo Alto's Newell Road Bridge Project EIR was supposed to be approved in last Fall and she asked where that project currently stands because the timing of that project is related to the timing of the SFCJPA project being discussed today. Michel Jeremias, City of Palo Alto Public Works, responded that there have been a number of delays with the Newell Project EIR that is now expected go before the Palo Alto City Council by June, but due to current conditions with COVID-19 there may be more delays.

Director Kremen asked Mr. Materman about Ms. Hammer's comment that the project that has been approved is a highly beneficial stand-alone project. Mr. Materman concurred with Ms. Hammer's comment, stating that the approved project would protect against overtopping downstream of Middlefield during a repeat of the largest event since we started measuring flow 90 years ago, and during even higher flows it will significantly reduce the amount of flooding that would occur.

Director Cormack asked Ms. Jeremias to confirm that if the Palo Alto City Council certifies the EIR in June that will provide sufficient time to get to construction in the current window. Ms. Jeremias responded yes. Director Cormack stated that this is a standing topic of discussion with the City Manager, and Palo Alto City Council and staff are well aware of the dependencies and are paying close attention. Director Combs asked for clarification that Newell Bridge has to be done first as capacity at Pope-Chaucer bridge cannot be increased without first increasing capacity at Newell Road Bridge. Mr. Materman stated that from a flooding perspective replacing Newell Road Bridge can be done ahead of or simultaneous to replacing Pope Chaucer Bridge, but from a traffic standpoint replacing both bridges at the same time would create significant impacts – so Newell should be replaced first.

Brief informational update on discussions with Stanford regarding upstream detention

Mr. Materman mentioned that at the August 2019 SFCJPA Board meeting, Stanford representatives made a presentation on the potential Searsville Dam project and in January 2020 SFCJPA Board Chair Gary Kremen wrote a letter to Stanford's Vice President for Land, Buildings, and Real Estate requesting access to Stanford land to conduct evaluations required by CEQA to determine the feasibility of constructing upstream detention basins. Mr. Materman said that Stanford responded to Chair Kremen's letter with a letter that we are currently reviewing. Director Cormack commented that it was helpful to speak with Stanford officials in person.

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Brief informational update on the Fiscal Year 2020-21 Operating Budget

Mr. Materman provided a brief informational update on the Fiscal Year 2020-21 operating budget, highlighting key issues that will be agenzized for next month's discussion and potential approval of the budget. Mr. Materman noted that there has not been an increase in member agency contributions since 2018, and that as previously discussed, there will be a request for increase in the member agency contributions for FY2020-21. Mr. Materman noted a significant increase in legal costs due to the lawsuit, which has substantially decreased agency reserves. Mr. Materman outlined expected increases in expenses for legal, one-time project costs and normal agency expenses for FY2020-21, and the potential resulting increases in annual member agency contributions.

Director Cormack asked Mr. Materman to speak about the agency's reserves. Mr. Materman explained that the recent reserve levels for the agency have been approximately \$300,000. Mr. Materman stated that currently it is estimated that reserves at the end of this current fiscal year will be about \$190,000. Mr. Materman noted that there is no specific Board policy relating to reserves, but that the agency has tried to maintain reserves equal to about 20% of its annual operating budget. Mr. Materman stated that the reserves are kept for unforeseen costs, such as we experienced this year with legal expenses.

Director Cormack commented that she usually believes having sufficient reserves is appropriate, but the City of Palo Alto is currently very concerned about its budget due to the COVID crisis, and that we should be clear about the one-time expenses which would cause a large increase in member agency contributions.

Director Combs concurred with Director Cormack's comments regarding the uncertainty member agencies are facing regarding decreasing revenues.

6) CLOSED SESSION

In Public Comment prior to the closed session, Ms. Hammer gave thanks to Mr. Materman for his leadership to move the SFCJPA projects forward. Ms. Hammer stated that the new Executive Director needs to have technical skills, an ability to build credibility with the public and to move things forward in this complicated regulatory environment, which are all qualities Mr. Materman demonstrated.

Director Kremen adjourned the meeting to closed session at 3:16 pm.

Closed session adjourned at 4:10 pm.

7) CLOSED SESSION

Closed session opened at 4:10 pm.

Closed adjourned at 5:06 pm.

8) ADJOURNMENT

Regular meeting session adjourned at 5:06 pm.

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

San Francisquito Creek Joint Powers Authority
April 23, 2020 Board Meeting
Agenda Item 5
Executive Director's Report

This is my last, of almost 150, staff reports in advance of Board meetings. With the significant help of Kevin Murray, Miyko Harris-Parker, and Tess Byler, I have been pleased to present these, including the one below.

a. Consider approving the proposed Fiscal Year 2020-21 Operating Budget

This agenda item is intended to give Board members an overview of the SFCJPA's budget picture for the current 2019-20 Fiscal Year, as well as discuss and approve the FY 2020-21 Operating Budget, which goes into effect on July 1st. The key issues in the proposed FY 2020-21 Operating Budget were discussed by the Board at its March 26, 2020 meeting, and the Operating Budget proposed in Attachments 1 and 2 to this Executive Director's Report and described below was reviewed and recommended to full Board by the Finance Committee at its meeting on April 17, 2020.

As shown in the first column of Attachment 1, the FY2019-20 Operating Budget approved by the Board in April 2019 anticipated revenues of \$1,076,500 and total expenses of \$1,043,022. The second column of Attachment 1 lists the estimated amounts at the end of this fiscal year on June 30th, including income of \$1,030,450 and expenses of \$1,116,358. Thus, this year we had a net operating loss of \$85,908, primarily because of a lawsuit by Menlo Park resident Peter Joshua against the Upstream of Highway 101 project EIR. At this Board meeting, we will briefly go through the highlights of the second column of Attachment 1.

In the next fiscal year, shown in third column of Attachment 1, I propose to capture revenue from a \$50,000 reimbursement of legal costs for the Upstream of Highway 101 project, and \$15,000 from the SAFER Bay project for staff time. This revenue and \$3,000 in interest revenue would be added to \$1,565,000 in cumulative contributions from member agencies for a total proposed revenue in FY2020-21 of \$1,633,000.

When member agency contributions were last increased in March 2018, I stated that the increase would allow the SFCJPA to operate for two years without another increase. Now, consistent with that plan, we are looking to increase the contribution to cover the normal and relatively small growth in operating expenses for personnel and administration, plus large increases to the legal and project consultants accounts. The proposed cumulative total of member agency contributions (\$1,565,000) would be equally shared among the member agencies, resulting in a \$313,000 contribution by each, which represents an increase of \$128,000 over the current year. When multiplied by five agencies, the cumulative increase in member agency contributions equals \$640,000, which would provide the following funding:

1. \$110,000 for legal costs above the amount (\$40,000) in the previous three budgets,
2. \$400,000 for one-time *estimated* costs associated with a project-level EIR of upstream detention basins on Stanford land and downstream freeboard at strategic locations that would supplement the approved Upstream of Highway 101 Project's bridge replacement and channel widening. The objective of the new EIR is to increase flood protection from the level to be provided by the approved project (70-year or 1998 event) to a 100-year event with FEMA freeboard that eliminates the requirement for flood insurance,
3. \$31,500 for one-time costs of a survey of trees impacted by the Upstream of Highway 101 project required by the cities,
4. \$40,000 in cost increases for health and liability insurance, employer taxes, auditor, and IT,
5. \$10,200 in costs associated with a 3% salary adjustment for staff, and
6. Compensating for reduced grant fund overhead with the completion of the Bay-Highway 101 project.

Including items 1–5 above, and all other expenses that are largely unchanged from the current fiscal year, the proposed expenses for FY 2020-21 total \$1,632,285.

The third column of Attachment 1 is restated as Attachment 2 – Proposed Fiscal Year 2020-21 Operating Budget, which would result in the SFCJPA breaking even. At the end of the fiscal year on June 30, 2021, operating reserves would equal about \$200,000 or 17% of the normal annual Operating Budget. Once this budget is approved by the Board, we will send a request for next year's contribution to each member agency.

Proposed Board Action: Approve a Fiscal Year 2020-21 Operating Budget (Attachment 2 to this Report).

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Executive Director's Report

b. Upstream of Highway 101 Project: Consider authorizing the Executive Director to execute a contract with Environmental Science Associates to develop a Mitigation and Monitoring Plan, restoration elements of the civil design, and a landscape design that are supported by regulatory agencies

Construction of the Upstream of Highway 101 project approved by the Board last September will require environmental regulatory permits from the U.S. Army Corps of Engineers (Corps), in consultation with the National Marine Fisheries Service (NMFS) and U.S. Fish & Wildlife Service (USFWS), the California Department of Fish & Wildlife (CDFW), and Bay Area Regional Water Quality Control Board (Regional Water Board). In order to complete the process to secure regulatory permits, SFCJPA staff has solicited the services of a professional consultant to prepare work products required by regulatory agencies. Those products will guide and document the implementation, maintenance, monitoring, and reporting of the project's restoration features that offset the construction related impacts to the creek channel.

Rather than release a Request for Proposals as would be done for larger contracts, SFCJPA procurement policy allows for, at the discretion of the Executive Director, solicitation of cost estimates from three qualified consultant firms for contracts between \$35,000 and \$100,000. This allows for a streamlined and cost competitive process. On March 10, 2020 we sent a Request for Statements of Project Understanding and Cost Estimates to three firms familiar to the SFCJPA and our member agencies that are well-qualified to complete the needed tasks. After reviewing the responses and conducting phone interviews, a review panel consisting of SFCJPA Senior Project Manager Kevin Murray, and an engineering manager and senior biologist from Valley Water, agreed to propose a contract with Environmental Science Associates (ESA).

The work products essential to securing permits, which are the deliverables of the ESA contract, include:

- A Mitigation and Monitoring Plan that details the restoration elements and how they will offset construction impacts,
- Landscape design plans for the mitigation sites, which primarily consist of riparian restoration at two locations that total approximately one acre of creek bank, and
- Modifications to the existing civil design plans that replace the rock slope protection at the bottom of vertical retaining walls with scour protection approaches that promote stream function and fish passage.

The enclosed consultant agreement has been reviewed by legal counsel, and its exhibits (A – Scope of Work, B – Schedule, and C – Compensation) were agreed to by the consultant and SFCJPA and Valley Water senior staff. The cost of the contract will be paid for under the existing funding agreement between the SFCJPA and Valley Water for environmental planning for the Upstream of Highway 101 Project.

Proposed Board Action: Authorize the Executive Director to execute the enclosed contract with Environmental Science Associates to develop a Mitigation and Monitoring Plan, restoration elements of the civil design, and a landscape design that are supported by regulatory agencies.

c. Consider approving Resolution 20.4.23 of the Board of Directors adopting the 2019 Update to the Bay Area Integrated Regional Water Management (IRWM) Plan

The Bay Area IRWM Plan is a nine-county effort among water-related agencies that seeks to regionally address issues of economic and social sustainability; water supply reliability and quality; watershed (including Bay) health, function and water quality; flood management; and ecosystems. The California Department of Water Resources (DWR) required that all IRWM regions around California to update their plan in 2019 before receiving Proposition 1 Implementation funding. The update was to incorporate changes related to:

- Climate change impacts, adaptation, & mitigation,
- Reducing energy greenhouse gas emissions,
- Tribal inclusion and recognition, and
- Ongoing IRWM plan updates and regional collaboration.

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Executive Director's Report

The SFCJPA was notified in 2019 that we received a Proposition 1 IRWM grant from DWR of \$2,964,479 for the Upstream of Highway 101 Project, including \$50,000 for SFCJPA administration costs. In order to sign a grant agreement to collect this funding (and other potential funding through IRWM grants), the SFCJPA and its member agencies must adopt the 2019 update to the Bay Area IRWM Plan, which can be found online [here](#). The Department of Water Resources approved the update on March 21, 2020.

The SFCJPA has adopted the Bay Area IRWM Plan twice previously – in 2011 (Resolution #11-03-24B) and in 2015 (Resolution #15.6.25) – so that we could receive construction and restoration funding from DWR for our S.F. Bay—Highway 101 Project. Our Proposition 1E grant for \$8,000,000 was audited by the State and closed out in 2018, and our Proposition 84 grant for \$4,082,351 will close later this year.

The vehicle to adopt the 2019 IRWM Plan update is Resolution 20.4.23, which is enclosed with this Report and is being presented to the Board at this meeting. We are now working with staff from the SFCJPA member agencies so that each agency's governing body can adopt this non-controversial update to the IRWM Plan, if it has not already done so. Following adoption by the SFCJPA and its member agencies, we anticipate signing a contract in June 2020 to receive the approximately \$3 million in grant funding.

Proposed Board Action: Approve the enclosed Resolution 20.4.23 adopting the 2019 Update to the Bay Area Integrated Regional Water Management (IRWM) Plan.

Submitted by:



Len Materman
Executive Director

AGENDA ITEM 5a San Francisquito Creek Joint Powers Authority Operating Budget
 FY19-20 Approved and Estimated Year-End, and FY20-21 Proposed

ATTACHMENT 1

	Approved FY19-20 Budget	Estimated year-end FY19-20 Budget	Proposed FY20-21 Budget
REVENUES			
Member Contributions (\$313,000 each x 5) ¹	\$925,000	\$925,000	\$1,565,000
Grant funding: S.F. Bay-Hwy. 101 project ²	\$100,000	\$100,000	\$0
Grant funding: SAFER Bay project ²	\$0	\$2,250	\$15,000
Upstream of Hwy. 101 project EIR legal ²	\$50,000	\$0	\$50,000
Interest & ACWA grant	\$1,500	\$3,200	\$3,000
Total Revenues	\$1,076,500	\$1,030,450	\$1,633,000
EXPENSES			
Acct. Description	Amount	Amount	Amount
Personnel			
1 Executive Director Salary ³	\$172,224	\$177,546	\$170,000
2 E.D. Transportation Allowance	\$5,000	\$4,583	\$5,000
3 Finance & Administration Mgr. Salary ³	\$106,668	\$112,797	\$106,668
4 Senior Project Manager Salary ³	\$123,480	\$130,577	\$123,480
5 Project Manager Salary ³	\$110,250	\$110,250	\$110,250
Staff salary adjustments ⁴	\$0	\$0	\$10,212
6 Employee Benefits	\$260,000	\$245,625	\$270,000
7 Membership Dues	\$7,000	\$7,136	\$8,000
8 Payroll Administration/Fees	\$2,000	\$2,275	\$3,000
9 Employer Taxes	\$42,000	\$48,000	\$50,000
Subtotal Personnel	\$828,622	\$838,789	\$856,610
Contract Services			
10 Legal Counsel	\$40,000	\$120,000	\$150,000
11 Auditor	\$15,000	\$43,500	\$20,000
12 Project Consultants	\$45,000	\$45,000	\$50,000
One-time Upstream of Hwy. 101 Project expenses			\$431,500
Subtotal Contract Services	\$100,000	\$208,500	\$651,500
Administrative			
13 Computers/Software	\$3,000	\$2,600	\$4,000
14 Meeting Supplies	\$1,000	\$500	\$1,000
15 Travel/Training	\$6,500	\$4,000	\$6,500
16 Office Supplies	\$1,200	\$1,200	\$1,500
17 Telecommunication	\$4,000	\$3,420	\$8,000
18 Postage	\$200	\$175	\$175
19 Printing/Design	\$1,000	\$561	\$1,000
20 Website	\$3,000	\$2,500	\$5,000
21 Liability Insurance	\$8,500	\$8,638	\$12,000
22 Office Lease	\$42,000	\$35,940	\$40,000
23 Utilities	\$6,500	\$7,035	\$7,500
24 Office furniture/maintenance	\$2,500	\$2,500	\$2,500
Subtotal Administrative	\$79,400	\$69,069	\$89,175
25 General Contingency	\$35,000	\$0	\$35,000
Total Expenses	\$1,043,022	\$1,116,358	\$1,632,285

¹ Member Agency annual contributions increased from \$185,000 each in FY19-20; first increase since March 2018

² After FY20-21: only grant funds available for Operating Revenue will be \$70,000 from the SAFER Bay project

³ Estimated year-end salaries include a one time per FY cash-out of up to 120 hours of accrued vacation leave

⁴ FY19-20 increase for staff in Acct. fields 3, 4, and 5 are shown within each salary; FY20-21 increase equal to 3%

On July 1, 2021, Operating Reserves are estimated to be \$200,000 or 17% of the Budget not including one-time expenses

San Francisquito Creek Joint Powers Authority
Proposed Fiscal Year 2020-21 Operating Budget

		Proposed FY20-21 Budget
REVENUES		
	Member Contributions (\$313,000 each x 5)	\$1,565,000
	Grant funding: SAFER Bay project	\$15,000
	Upstream of Hwy. 101 project EIR legal	\$50,000
	Interest	\$3,000
Total Revenues		\$1,633,000
EXPENSES		
Acct. Description		Amount
Personnel		
1	Executive Director Salary	\$170,000
2	E.D. Transportation Allowance	\$5,000
3	Finance & Administration Mgr. Salary	\$106,668
4	Senior Project Manager Salary	\$123,480
5	Project Manager Salary	\$110,250
	Staff salary adjustments ¹	\$10,212
6	Employee Benefits	\$270,000
7	Membership Dues	\$8,000
8	Payroll Administration/Fees	\$3,000
9	Employer Taxes	\$50,000
Subtotal Personnel		\$856,610
Contract Services		
10	Legal Counsel	\$150,000
11	Auditor	\$20,000
12	Project Consultants	\$50,000
	One-time Upstream of Hwy. 101 Project expenses	\$431,500
Subtotal Contract Services		\$651,500
Administrative		
13	Computers/Software	\$4,000
14	Meeting Supplies	\$1,000
15	Travel/Training	\$6,500
16	Office Supplies	\$1,500
17	Telecommunication	\$8,000
18	Postage	\$175
19	Printing/Design	\$1,000
20	Website	\$5,000
21	Liability Insurance	\$12,000
22	Office Lease	\$40,000
23	Utilities	\$7,500
24	Office furniture/maintenance	\$2,500
Subtotal Administrative		\$89,175
25	General Contingency	\$35,000
Total Expenses		\$1,632,285

¹ Equal to a 3% increase effective 7/1/20 to salaries of Finance & Admin. Mgr., Senior Project Mgr., and Project Mgr.

On July 1, 2021, Operating Reserves are estimated to be \$200,000 or 17% of the Budget not including one-time expenses

AGREEMENT FOR

**Mitigation and Monitoring Plan, Restoration Elements of Civil Design, and Landscape Design
for the San Francisquito Creek Flood Protection, Ecosystem Restoration and Recreation Project
Upstream of Highway 101**

THIS AGREEMENT is made as of April 23, 2020, by and between the San Francisquito Creek Joint Powers Authority, a body corporate and politic (“Authority”), and Environmental Science Associates, a California corporation (“Consultant”).

RECITALS

A. The purpose of this Agreement is the development of work products related to design and regulatory permitting of the San Francisquito Creek Flood Protection, Ecosystem Restoration and Recreation Capital Project, Highway 101 to El Camino Real

B. Authority desires to utilize the services of Consultant as an independent contractor to provide a Mitigation and Monitoring Plan, Landscape Design, and Restoration Elements of Civil Design 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 \$99,500.00 unless specifically approved in advance, in writing, by Authority.

4. Representatives.

A. **Project Manager.** Scott Stoller, Senior Managing Engineer, 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 the Authority's Senior Project Manager, 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. 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.

6. 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.

7. 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.

8. Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant

shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Authority on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Authority.

9. Indemnification.

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

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

10. Insurance.

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

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

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

C. 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.

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

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

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

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

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

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or 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
615-B Menlo Avenue
Menlo Park, CA 94025
Attention: Kevin Murray, Senior Project Manager

Consultant:

Environmental Science Associates
550 Kearny Street
Suite 800
San Francisco, CA 94108
Attention: Scott Stoller, Senior Managing Engineer

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

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

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

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

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

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

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

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

"Authority"
San Francisquito Creek Joint Powers Authority

"Consultant"
Environmental Science Associates

By: _____
Len Materman, Executive Director

By: _____

Name and Title: _____

Exhibit A **Scope of Services**

San Francisquito Creek Flood Protection, Ecosystem Restoration and Recreation Capital Project Scope

Task 1: Mitigation and Monitoring Plan

ESA will review relevant background information from prior compensatory mitigation planning efforts. This may include spreadsheets, tables, documents, GIS data, and previously drafted mitigation plans (conceptual or otherwise), including any regulatory agency correspondence related to the adopted mitigation ratios. Following the review, ESA will communicate to the client any outstanding needs for the preparation of a Mitigation and Monitoring Plan. We understand that the SFCJPA has already quantified the temporary and permanent impacts of the proposed construction, adopted mitigation ratios for those impacts, and identified locations for the implementation of those mitigation activities. It is assumed that no further agency coordination is needed to complete the compensatory mitigation planning effort.

Once the background material has been acquired and assessed, ESA will then develop a Draft Compensatory Mitigation and Monitoring Plan (Mitigation Plan) that builds upon the work already completed to date and describes those compensatory mitigation actions to be enacted as part of the proposed project. It is anticipated that the Mitigation Plan will address both terrestrial and aquatic habitat needs. The Mitigation Plan will include all the elements required to assist in regulatory compliance (impact summary, proposed actions and projected habitat acreages, planting plan, maintenance requirements, success criteria, and monitoring protocols and frequency).

ESA will revise the Draft Mitigation Plan based on one set of consolidated comments from the client.

Our team will be available to participate in up to three (3) progress meetings. The project kickoff and the two meetings with regulators will be tracked under Task 4.

Deliverables:

- Draft Mitigation and Monitoring Plan
- Final Mitigation and Monitoring Plan

Assumptions:

- Relevant background information will be provided by SFCJPA staff.
- Regulatory coordination will be limited to the two meetings scheduled by SFCJPA.
- Input from regulators will not materially impact the scope of the Mitigation Plan.
- Habitat impacts, mitigation ratios and locations, and conceptual approach have already been determined.
- Any re-design of creek elements will not result in substantive changes to the mitigation acreage needs, mitigation locations selected, or overall regulatory approach.
- ESA will respond to one (1) set of consolidated comments from the client on the draft document.

Task 2: Landscape Plans

ESA will develop 60% and 90% Landscape Plans for the two mitigation sites, consisting of native planting, seed, and soil amendment plans, schedules, notes, and details for revegetating approximately one (1) acre of

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land adjacent to the creek. We propose the 90% plans as the final submittal for this contract to provide leeway in the event that the plans require fine tuning prior to construction due to regulatory input or in response to changes in the engineering plans.

ESA's landscape architect and wetland ecologist will conduct a site visit to assess site opportunities and constraints relating to the planting sites, and they will base plant palettes off of a nearby reference site with strong riparian habitat value.

The 60% and 90% landscape plan deliverables will include a planting layout that will support improved native riparian habitat, will perform well during and after flood events, and will enhance riparian habitat and aesthetics of San Francisquito Creek. The Landscape Plans will incorporate elements pertinent for mitigation accounting and regulatory requirements such as providing a balance of understory and overstory plantings and incorporating best practices for limiting the spread of Phytophthora.

The landscape plans will be suitable for inclusion with the overall construction document plan set for this reach. We expect these plans will also be included as an attachment to the Mitigation Plan developed in Task 1.

We anticipate the following sheets to be included: Planting Plans (2), Plant and Seeding List (1), and Planting Details (1). The 60% and 90% submittals will include cost estimates and technical specifications. We will issue 90% landscape plans and specifications incorporating one round of consolidated comments from the client on the 60% Submittal.

We have budgeted for up to three (3) progress meetings. The project kickoff meeting will be tracked under Task 4.

Deliverables:

- 60% Landscape Plan Set, Cost Estimate, and Technical Specifications
- 90% Landscape Plan Set, Cost Estimate, and Technical Specifications

Assumptions:

- A performance specification for irrigation will be sufficient and that no irrigation plans will be developed.
- Landscape areas will not change between the 60% and 90% deliverables.

Task 3: Design Modifications

We understand that the previous design plans developed by Valley Water require modification to meet the SFCJPA's vision and anticipated regulatory requirements for stream and habitat function. Only specific design sheets will be revised during the present effort to support the permitting process.

The changes to the existing armored channel banks (sacked concrete) presented in the Valley Water plan set include setting back and steepening the banks at discrete locations to create additional flow capacity and constructing concrete walls with riprap toe protection. We understand that the purpose of this task is to modify the Valley Water design to introduce habitat elements to the extent possible while preserving the desired channel conveyance capacity (7,650 cfs).

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ESA will conduct a detailed review of the Valley Water design sheets, supporting design documentation, and available reports and hydraulic models. We recognize that maximizing flood conveyance and adding habitat elements may represent competing project goals. Our team will work with the SFCJPA to develop and document criteria for project success, such as identifying the minimum habitat enhancement that can be considered a project success.

The ESA team will conduct a site visit to evaluate site constraints and opportunities and meet with the project team and stakeholders to better understand the project objectives and how the proposed design modifications would meet project objectives.

Our team will review hydraulic objectives and requirements for the project reach and conduct hydraulic modeling to compare model results for up to two alternative project geometries with results for the existing conditions and the Valley Water design. For this analysis, we will apply hydraulic roughness values for proposed vegetation types and densities consistent with values ESA developed for Santa Clara Valley Water District's stream maintenance guidelines. Through review meetings we will work with the project team to select a preferred alternative. We have budgeted up to three (3) status meetings,

We anticipate issuing up to 11 plan sheets for the 60% Design including: Plan and Profile (4), Typical Sections (3), and Grading Sections (4). We will issue an estimate of probable construction cost for the project elements proposed by our team. The basis of design, including the hydraulic modeling effort will be summarized in a succinct memorandum.

Deliverables:

- Draft 60% Plans and Estimate of Probable Construction Cost
- Final 60% Plans and Estimate of Probable Construction Cost
- Draft and Final Hydraulic Modeling and Basis of Design Memorandum
- Electronic copies of the hydraulic model files and Autocad files

Assumptions:

- Design flows (Q₂, Q₁₀, Q₁₀₀, Bankfull) for San Francisquito Creek will be provided to the Consultant.
- A functioning hydraulic model that includes existing and proposed conditions (including new bridge geometries) is available and that electronic files will be transmitted to Consultant.
- Electronic base files in Autocad format, including an existing conditions surface, are available and will be transmitted to Consultant.
- Technical specifications will not be included.
- Estimate of probable construction cost is limited to proposed channel modifications. We assume that estimating costs for project elements carried forward from Valley Water's design will be conducted by others.

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Task 4: Meetings and Project Management

ESA proposes to track effort for project management and client/agency meetings under this task. We have assumed that ESA's project manager will allocate up to 2 hours per month, for the 6-month project duration, for client communications, progress reports, and billing.

This task will track the project kickoff meeting, to be attended by the Project Manager, Project Director and each of the Task Leads. In addition, we have allocated time for engineering and permitting support staff to attend two meetings with regulatory agencies, to be scheduled by the SFCJPA.

We have budgeted for bi-monthly progress meetings where relevant task leaders would be present to discuss progress to date and next steps. We have assumed that each task lead would be present at approximately half of the progress meetings. The progress meetings will occur by web-conferencing, and tracked in Tasks 1 through 3.

Exhibit B Schedule of Performance

Provisional Schedule for San Francisquito Creek Flood Protection, Ecosystem Restoration and Recreation Project, Upstream of Highway 101

Deliverable	May	June	July	August	September	October
Task 1 - Mitigation and Monitoring Plan						
Draft Mitigation and Monitoring Plan				X		
Client Review						
Final Mitigation and Monitoring Plan						X
Task 2 - Landscape Plans						
60% Plans, Specifications, and Cost				X		
Client Review						
90% Plans, Specifications, and Cost						X
Task 3 - Design Modifications						
Draft 60% Plans, Cost, and Basis of Design Report					X	
Client Review						
Final 60% Plans, Cost, and Basis of Design Report						X
Task 4 - Meetings and Project Management						
Kickoff Meeting	X					
Bi-Monthly Coordination		X	X	X	X	X
Agency Meetings				X		X

Exhibit C Compensation

ESA Labor Detail and Expense Summary

<i>Labor Category</i>		Director III	Managing Associate III	Managing Associate II	Senior Associate II	Senior Associate I	Associate III	Subtotal (Rounded)	Reimbursibles	Labor Price
Task #	Task Name/Description	\$ 240	\$ 205	\$ 190	\$ 160	\$ 150	\$ 135			
1.0	Mitigation and Monitoring Plan	18	3	2	10	57		\$ 15,500	\$ 100	\$ 15,600
2.0	Landscape Plans	2	15		119			\$ 22,600	\$ 900	\$ 23,500
3.0	Design Modifications	14	31	32	141		85	\$ 49,800	\$ 100	\$ 49,900
3.1	Hydraulic Analysis	6	1	24	67		0	\$ 16,900		
3.2	Engineering Design	8	30	8	74		85	\$ 32,900	\$ 100	
4.0	Project Management and Meetings	18	20	3	9			\$ 10,400	\$ 100	\$ 10,500
Total Hours		52	69	37	279	57	85	579		
Total Fee								\$ 98,300	\$ 1,200	\$ 99,500



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

SFCJPA.ORG

DRAFT

RESOLUTION NO. 20.4.23

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY ADOPTING THE
SAN FRANCISCO BAY AREA INTEGRATED REGIONAL WATER MANAGEMENT PLAN
OCTOBER 2019 UPDATE**

THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY DOES HEREBY FIND AND RESOLVE:

Section 1. The State electorate approved multiple statewide bond measures since 2000 to fund water and natural resource projects and programs, including Integrated Regional Water Management (IRWM); and

Section 2. The benefits of integrated planning for water resources management activities include increased efficiency or effectiveness, enhanced collaboration across agencies and stakeholders, and improved responsiveness to regional needs and priorities; and

Section 3. State statute and guidelines require that an IRWM Plan be adopted by the governing boards of participating agencies before IRWM grant funds can be provided for water resources management projects that are part of the IRWM Plan; and

Section 4. The Bay Area IRWM Plan was adopted by the Board previously; most recently in 2015 (SFCJPA Board Resolution No. 15.6.25) for the 2013 Update to comply with state statutes and guidelines that require that the Bay Area IRWM Plan be adopted before agencies may receive IRWM grant funding; and

Section 5. The 2019 Bay Area IRWM Plan update was accepted by the CA Department of Water Resources (DWR) on March 21, 2020 and meets the requirements outlined in the DWR 2016 standards for Integrated Regional Water Management Plans (IRWMPs) to maintain funding eligibility; and

Section 6. Adoption of the Bay Area IRWM Plan 2019 Update does not entail a direct commitment of resources and implementation of each project, as such will be the responsibility of the project proponent and any applicable project partners, and there is no joint commitment or responsibility by the Bay Area IRWM Plan participants to implement any or all of the projects; and

Section 7. SFCJPA staff has reviewed the October 2019 update to the Bay Area IRWM Plan, and determined that it is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines §15262 and §15306 because the IRWM Plan consists of basic data collection that would not result in the disturbance of any environmental resource and involves planning studies for possible actions that the participating agencies have not yet approved; and

Section 8. The IRWM Plan and Updates are meant to be complementary to participating agencies' individual plans and programs and does not supersede such plans and programs, and adoption of the IRWM Plan does not prohibit or affect a participating agencies' planning efforts separate from the IRWM Plan; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Francisquito Creek Joint Powers Authority does hereby adopt the October 2019 Update to the Bay Area Integrated Regional Water Management Plan.

PASSED, APPROVED, AND ADOPTED by the San Francisquito Creek Joint Powers Authority Board of Directors on the 23rd day of April, 2020, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

Len Materman, Executive Director

SFCJPA Board Chair

APPROVED AS TO FORM:



General Counsel

Date: April 20, 2020