



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

SFCJPA.ORG

Thursday, October 22, 2020 Meeting start time 3:30 pm

Notice of Regular Meeting of the Board of Directors

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 10:00 am on the day of the meeting.

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Meeting ID: 879 5466 1296

Passcode: 197190

Or by Phone: (669) 900-6833,,87954661296#,,,,,0#,,197190#

Agenda

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

1. ROLL CALL
 2. APPROVAL OF AGENDA: Changes or additions to the agenda.
 3. APPROVAL OF MEETING MINUTES: September 24, 2020 Regular Meeting
 4. PUBLIC COMMENT: *Individuals may speak on a non-agendized topic for up to three minutes.*
- REGULAR BUSINESS –
5. Executive Director's Report
 6. UPDATED FINANCIAL POLICIES: Approve amendments to the Financial Management and Accounting Policies
 7. EMAIL POLICY: Approve Resolution
 8. BOARD and COMMITTEE MEETING MINUTES POLICY: Approve Resolution
 9. APPROVE FY 2020 - 20201 UPDATED SALARY SCHEDULE
 10. STANFORD ACCESS AGREEMENT: Authorize the Executive Director to execute access agreement with Stanford University. Approve Resolution
 11. Environmental Services Associates (ESA) CONTRACT AMENDMENT: Authorize the Executive Director to execute Contract Amendment with ESA.
 12. COMPREHENSIVE PLAN
 13. BOARD MEMBER COMMENTS: ***Non-agendized requests or announcements; no action may be taken.***
 14. PUBLIC COMMENT ON CLOSED SESSION: Individuals may speak up to three minutes.

15. CLOSED SESSION:

Conference with Legal Counsel — Existing Litigation

Government Code Section 54956.9(d)(1)

Name of case: Peter Joshua v. San Francisquito Creek Joint Powers Authority, et al. San Mateo County Superior Court Case No: 19-CIV-06305

16. REPORT OUT FROM CLOSED SESSION

17. ADJOURNMENT

PLEASE NOTE: Board meeting Agenda and supporting documents related to items on the Agenda can be viewed online by 3:30 p.m. on October 19, 2020 at sfcjpa.org -- click on the "Meetings" tab near the top.

NEXT MEETING: Regular Board meeting, November 19, 2020 at 3:30 PM-via online video streaming and teleconference

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SFCJPA.ORG**

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Director Abrica called the meeting to order at 3:31 p.m. via streaming video and teleconference call.

DRAFT

1) ROLL CALL

Members Present: Director Ruben Abrica, City of East Palo Alto
Director Drew Combs, City of Menlo Park
Director Dave Pine, San Mateo County Flood & Sea Level Rise
Resiliency District (Not present at roll call)
Director Alison Cormack, City of Palo Alto

Members Absent: Gary Kremen, Santa Clara Valley Water District (Valley Water)

Alternates Present: Nai Hsueh, Valley Water

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

Legal Present: Trisha Ortiz
Ginetta Giovinco
Regina Danner

2) APPROVAL OF AGENDA

Director Cormack made a motion to approve the agenda. Director Abrica seconded. Agenda approved 4-0. Director Pine was not present at time of approval. Director Kremen not present.

Roll call vote
Director Abrica Aye
Director Combs Aye
Director Cormack Aye
Director Hsueh Aye
Director Pine not present

3) APPROVAL OF AUGUST 27, 2020 REGULAR BOARD MEETING MINUTES

Director Pine arrived at 3:33 pm

Director Cormack made a motion to approve the August 27, 2020 Regular Board meeting minutes. Director Abrica seconded. The August 27, 2020 Regular Board meeting minutes approved 4-0-1. Director Hsueh abstained. Director Kremen not present.

Roll call vote
Director Abrica Aye
Director Combs Aye
Director Cormack Aye
Director Pine Aye
Director Hsueh Abstained

4) PUBLIC COMMENT

None.

5) REGULAR BUSINESS: EXECUTIVE DIRECTOR'S REPORT

Ms. Bruce asked Board members which items in the Executive Director's report they would like to

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discuss. Director Cormack stated that she would like to have a better understanding of the funding gap for the Upstream Project. Ms. Bruce shared a chart that provided the current assessment of the potential funding shortfall for the Upstream Project under the following scenarios; 1) *best case scenario* which assumes all grants and USACE funding, results in \$15,209,818 shortfall; 2) *likely scenario*, which assumes preliminarily – awarded grants with no USACE funding, results in a \$19,279,818 shortfall; 3) *conservative scenario*, assumes no FEMA or USACE funding, results in a \$22,279,818 shortfall; 4) *unlikely scenario*, which assumes one grant and no USACE funding, results in a \$30,100,824 shortfall.

Ms. Bruce stated that staff is developing a more detailed cost breakdown for anticipated shortfalls in funding and that staff will be bringing to a future Finance Committee meeting a draft funding roadmap that will show the project elements (all of the upstream components) and their anticipated timing so that we can see what costs are likely to fall into what timeframes to begin to have a more complete conversation about options and opportunities for closing the funding gaps.

Ms. Bruce provided an update for a potential grant for the SAFER Bay Project, noting that the deadline for the grant submittal is December not January.

Jerry Hearn, Portola Valley resident, asked for an update regarding the ongoing Stanford conversations. Ms. Bruce said that staff has met with Stanford representatives regarding the Stanford access agreement which is expected to be brought to the Board in October. Mr. Hearn asked for an explanation of the FEMA freeboard project. Mr. Murray explained that the Reach 2 projects in conjunction with the Stanford Searsville Dam project will not provide enough freeboard to remove parcels from the FEMA floodplain. Mr. Murray continued saying that the additional work, whether it be upstream detention at the Boething or Webb Ranch sites or other alternatives that may be analyzed based on input from the Water Board, would be intended to bring the level of protection up so that we would have two feet of freeboard throughout the channel reach and three feet of freeboard at or near bridges. Mr. Murray stated that we would be then be able to approach FEMA to modify the maps and remove the burden of paying flood insurance.

Director Combs asked if the freeboard element has not been a part of the upstream project and why has it not been going to the city commissions, and asked if this is an add on? Ms. Byler responded saying that it is the same project that is listed in the project descriptions which describes it as a one-hundred-year flood protection project. Mrs. Byler continued saying that this is something that was evaluated in the EIR as both at project level and a programmatic level.

Director Combs asked what is the length of the creek that requires freeboard? Mr. Murray said that he did not have that information but that it can be extracted from the hydraulic model.

For members of the public that may not be familiar with the term; Ms. Bruce explained that freeboard is the extra space below the top of bank that enables the conveyance of the water with some extra space.

Director Combs asked when this part of the project would take place. Ms. Byler said that it would be a part of the upstream umbrella, that was evaluated at a programmatic level in the EIR that was certified in September 2019. Mrs. Byler said that this project would have a new Notice of Preparation and another CEQA document that would happen in early 2021. Mr. Murray stated that the midstream in channel improvements are anticipated to go to construction ahead of the upstream detention work. Mr. Murray explained that instream work would increase the amount of flow that could pass through the system without overtopping/overbanking and the upstream detention that follows would lower the water surface elevation in large events. Mr. Murray said that we gain our freeboard not by building up the banks but by pulling down the water. Director Combs asked for clarification on if the instream project means using floodwalls as freeboard. Mr. Murray responded saying that the project

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that is being proposed for the middle reach is not using floodwalls to gain freeboard; it is to remove constrictions from the channel which includes the bridge, the concrete terrace in East Palo Alto and some of the sack concrete lining in Palo Alto. Mr. Murray said that those project pieces will improve water conveyance so that water does not back up against them and spill out.

Director Combs asked what the last project to be built to reach the one-hundred-year flood protection level would be.

Ms. Byler clarified that freeboard does not equal floodwalls, freeboard is a safety factor, what we are proposing is the same thing you may have in mind as upstream water detention which is now being envisioned has one hundred year flood protection that we can seek a letter of map revision from FEMA; it is not by adding structures to the banks, it is lowering the water surface by detaining it upstream.

Ms. Bruce said that the last project would be the upstream detention.

Director Abrica clarified that the project that is being proposed does not include anything above the bank. Mr. Murray concurred with Director Abrica's statement saying this proposes to remove restrictions and provide upstream storage.

Director Cormack thanked Director Combs for asking these questions. Director Cormack asked for clarification on if this a new RFP or did we already put this RFP out before? Mr. Murray stated that this RFP had been released before, but we had poor response, so we are reissuing it with an updated project description.

Mrs. Bruce shared the ARB application presentation with Board. Director Abrica thanked Ms. Bruce for the presentation. Director Cormack thanked Mrs. Bruce for the presentation and suggested that staff contact Canopy in terms of the tree replanting.

Mr. Hearn stated that the trees are pretty substantial, and though Canopy might be able to help find where the trees can be replanted, they are not going to be able to actually do the moving. Mr. Hearn suggested that staff contact Stanford. Mr. Hearn also noted that there will be issues with the vast variety of trees as a number of the trees are not native to the area.

Ms. Bruce stated that staff will follow up with Stanford University and Canopy.

Mr. Murray provided a brief tour of the new SFCJPA website. Director Cormack commented that when she joined the SFCJPA she spent a little time going through the website and it was hard to find information and hard to understand. Director Cormack said that the new website is a big step forward in accessibility and the photos look great. Director Cormack likes the idea of having the Board contact information separated from the meeting page.

6) COMPREHENSIVE PLAN

Ms. Bruce presented the draft Comprehensive plan. Ms. Bruce stated that comments are asked to be sent by October 9, 2020 with the final document being presented at the October meeting of the Board. Ms. Bruce noted that the document will be updated annually. Ms. Bruce said all comments should be directed to Ms. Byler at tbyler@sfcjpa.org.

7) UPSTREAM PROJECT

Jim Wiley, Menlo Park resident, commented that the current bridge design includes four viewing bulb-outs. Mr. Wiley asked if there is any way that the bulb-outs could be used to provide planters for oak trees? Mrs. Byler stated that there is no irrigation system designed for the bridge right now so

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there is no way to keep these trees watered on a regular basis. Ms. Byler stated that she likes the idea and that it would look nice on the parapets. Mrs. Byler has contacted Canopy and she will continue to brainstorm. Mr. Wiley responded saying that there is no irrigation for the existing trees on top of the bridge. Mrs. Byler concurred saying that is correct, but the trees planted on the culvert likely have roots that go around the concrete structure and down into the creek. Director Abrica asked to staff to follow up and agendize a discussion for this topic at a future meeting.

Director Pine referring back to the project descriptions and asked if it would be helpful to describe the projects as saying project one is to protect against the seventy-year storm event while project two is to protect against the one hundred year event. Director Pine stated that there is a lot of confusion regarding the different projects. Ms. Bruce concurred and commented that one of the things that staff may be struggling with is consistent nomenclature and how to reconcile nomenclature with how other organizations in the watershed or regulatory agencies refer to them as well. Director Abrica stated that Director Pine's comments are timely because when we finalize this comprehensive plan, we need to be clear on what we are referring too. Director Abrica suggested that we add a glossary within in the comprehensive plan. Director Abrica stated that his background is social linguistics so he is very attuned to how different words can trigger different things in people's mind.

Director Combs concurred with Director Pine and Director Abrica's comments. Director Combs stated that anything we can do to provide greater transparency of what we are talking about will be helpful. Director Combs asked if there are going to be efforts to engage FEMA regarding the flood zone and its designation of the flood of record protections? Director Combs asked which agency is responsible for that engagement? Mr. Murray explained that each city has its own program and that they work through the Community Rating System. Mr. Murray said that each of the municipalities on the SFCJPA are working to reduce insurance rates for their residents.

Mr. Hearn commented that the Stanford Searsville project is looking more promising as Stanford is moving closer to a permit process. Director Abrica suggested asking Stanford representatives to come back to the Board with an update.

8) BOARD MEMBER COMMENTS

Director Combs commended staff for all of their hard work. Director Combs praised staff for staying on top of their regular duties while navigating through the pandemic, organizational changes, and an office move. Director Combs thanked staff for their contributions. Director Abrica concurred and thanked staff.

Director Abrica asked that all future agendas include a public comment section for closed sessions as well as a report out from closed session section.

Kamal Fallaha, Public Works Director for the City of East Palo Alto, commented that it is important to have consistency with design throughout all of the projects. Mr. Fallaha commented that the Newell Bridge project and the SFCJPA Upstream project should have consistency in their in-design aspects.

9) CLOSED SESSION

Adjourned to closed session at 4:40 pm.

10) CLOSED SESSION

Closed session adjourned at 5:08 pm

Regular meeting session readjourned at 5:05 pm.

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Trisha Ortiz, SFCJPA Legal representative reported that there was no reportable action for either of the closed session items.

11) ADJOURNMENT

Regular meeting session adjourned at 5:06 pm.

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

Agenda Item 5

Executive Director's Report, October 22, 2020

Project Updates

Upstream Project

- Contract Modification to the Environmental Science Associates (ESA) Scope of Work to accommodate necessary 'Greening' of in-channel project elements. (agenda item 11)
- Pope-Chaucer Bridge Planning Application. ([Project description, the Draft Arborist report, and preliminary design of Pope Chaucer Bridge.](#)):
 - Informal call with Palo Alto staff held on October 14 to answer initial questions and hear their preliminary comments.
 - Palo Alto's Architectural Review Board hearing tentatively scheduled for December. 12, 2020. Council hearing anticipated in February.
 - A presentation to East Palo Alto is scheduled for November 18.
 - Menlo Park has not yet been scheduled.
- The Final Basis of Design Report has been received from Valley Water. This is a key piece necessary for permit applications for the Upstream Project – we appreciate our colleagues at Valley Water for their work on this required document for project permitting. It is currently being revised based on SFCJPA comments.
- There are no significant updates on the Newell Bridge status. CalTrans has all the information they need. Palo Alto awaits their process.
- Staff met with Regional Water Quality Control Board leadership and provided a brief in-person tour of the Upstream project channel-widening and Pope-Chaucer Bridge locations.

100-Year Flood Protection, evaluating detention basins

On October 14, we released a Request for Proposals for a project that will augment our work in Reaches 1 and 2 and move forward assessment of detention basins that were evaluated on a programmatic level in the September 2019 EIR. We anticipate bringing a contractor on board before the end of the year. Kevin Murray is leading this effort.

Funding Roadmap Update

The finance committee will be meeting later this month (October 28) where a preliminary funding roadmap will be discussed. This topic, with more details, will come to the board as a discussion item in November.

SAFER Bay

- The CalOES/FEMA grant for Phase 1 of the SAFER Bay project is still working its way through FEMA's review system. They have confirmed they have received all the information they need from the SFCJPA. We may hear something regarding the official award and release of funding by the end of the year, but more likely early in 2021. This grant was awarded to the City of East Palo Alto, and the SFCJPA is managing the technical aspect of work. Tess Byler has transitioned to leading the SAFER Bay Project for SFCJPA.
- The Department of Water Resources approved Invoice #1 for SAFER Bay Phase 1 work, and because of this payment, the SFCJPA expects to be able to restart project work that has been paused since April.
- The Notice of Intent submitted last month by the City of Menlo Park to OES/FEMA was accepted as a project; therefore, the SFCJPA is moving forward with technical assistance on the grant application that is due December 3, 2020. The City of Menlo Park is the sub-applicant, SFCJPA is providing a leadership role in coordination, and PG&E is funding the proposal as well as committing \$10M in matching funds to build a horizontal levee around its Ravenswood Substation to protect the substation that has some buried components currently experiencing inundation. This effort is also being coordinated with MTC/Caltrans work on the Dumbarton Corridor. Tess Byler is leading this effort.

Organization/Administration Updates

- On today's agenda you have:
 - Updated financial policies (agenda item 6),
 - A new policy on email management (agenda item 7),
 - A resolution to change organization meeting minutes style (agenda item 8)
 - An adjustment to the Salary Schedule (agenda item 9), recognizing Tess Byler's promotion to Sr. Project Manager
- Miyko and the auditor continue to work hard to finish the draft FY 2018/2019 audit, which we aim to present at the November board meeting.

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Agenda Item 5.0

Executive Director's Report

- We continue to build out the new website with additional documents, pages, and updates.
- Regular communication and outreach continue with community members, agency staff and leadership, city and county staff and leaders, etc.
- I have initiated discussions with member agency staff regarding the JPA agreement and aim to bring an updated consensus document to the Board early in 2021.
- SFCJPA staff and Stanford University staff have discussed and reached accord on an Access Agreement in support of the SFCJPA's evaluation of upstream detention basins (agenda item 10)

Comprehensive Plan

For consideration on today's agenda (agenda item 12), this document provides the context of the creek and bay margin, as well as how we, and our watershed partners, are working together to mitigate flood risks and to improve the watershed for all inhabitants. The document in your packet and posted online reflects the integration of comments, suggestions and clarifying questions provided by community members and stakeholders.

This is a living document and will be reviewed annually during July and August and updated as necessary, keeping this document relevant, and reflecting the mission and objectives of the SFCJPA.

Forward View of Board Agendas

This is the forward view of potential future Board meeting agendas. This is intended to facilitate better planning and to anticipate routine and upcoming Board actions. Please review and provide your input on items that you would like to see on future agendas.

| Board Ad hoc Committee Meetings | Purpose | Date |
|----------------------------------------|-------------------------------------|-----------------|
| Finance Committee | Funding map discussion | October 28, 3pm |
| Finance Committee | Audit review | TBD |
| Personnel Committee | Executive Director six-month Review | TBD |

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 Executive Director's Report

| Regular Board meeting | Envisioned Agenda Items |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| November 19 | Organization and Project Updates Board Practices Guide Project Funding Roadmap – discussion draft Audit presentation |
| December 17 | Organization and Project Updates Funding Roadmap Year-in-Review Board Schedule for 2021* |
| January* | Organization and Project Updates Board Roles Executive Director Review |
| February* | Organization and Project Updates Employee Handbook/Policies |
| March* | Organization and Project Updates Draft Budget |
| April* | Organization and Project Updates Budget Approval |
| May* | |
| June* | |
| July* | Comprehensive Plan review |
| August* | Comprehensive Plan 2021 edition acceptance |

Follow ups and outstanding items from previous meetings:

Funding Roadmap – The Board has requested, and staff will provide a detailed funding roadmap after discussion with the Finance Committee. Staff anticipates this to be a discussion item on the November agenda.

Outreach to Canopy and to Stanford University regarding tree transplanting – This is pending.

Website adjustments – Staff has separated SFCJPA Board contact information from Board meeting information on the website. Staff has had the SFCJPA logo updated into current electronic formats for easier use, enabling us to more easily utilize in documents, the website, and presentations.

Addition of Glossary to Comprehensive Plan – This has been done.

Agenda Item 6. SFCJPA Financial Policy Updates

Background

The Finance Committee met on September 24 to consider staff's recommended changes to the SFCJPA's Financial Policies. The two most significant changes are to the Reserves Policy and the Credit Card Policy.

SFCJPA Reserves Policy – Rescinding a previous policy version (from 2010), which required a budget reserve, was discussed by the board, but never clearly rescinded. Requests for clarification on reserves policy were based on a misunderstanding that the reserves policy from 2010 had been rescinded (it had not). Our present request is to clarify the Board's direction regarding a reserves policy, and at what percentage. The Finance Committee discussed this and recommends a range of 12.5% – 17.5 % starting with 15% effective in the FY 2021-2022 budget.

SFCJPA Credit Card policy – Prior to September 2020. All SFCJPA employees used their personal credit cards to make purchases on behalf of the SFCJPA. These purchases included small items, such as meeting materials, as well as large purchases, such as IT support, employee laptops and other IT tools, as well as important software licenses, including web services and web domains. While small, incidental expenses, which might be considered “petty cash” type purchases may be acceptable expenses for employees to incur and be reimbursed, larger purchases, recurring costs and core business functions should not be the personal responsibility of individual employees. First, this may impose an unreasonable financial burden on employees. Second, the use of personal cards for business functions can create a business continuity problem when automatic payment methods expire or are withdrawn, leaving core functions vulnerable to interruption – as happened with the SFCJPA's website. Third, the SFCJPA doesn't have a ‘purchasing department’ or any one person designated to conduct all purchasing, making decentralized but accountable and transparent purchasing the most efficient solution for our small organization.

Other changes to the Financial Policy are edits for clarification or consistency.

Action: Review and approve recommended changes to the SFCJPA's Financial Policies.

Additional Information

Financial reserves policies for SFCJPA member agencies and similar agencies include:

- City of Menlo Park reserves policy is \$25.6 million (22%)
- City of East Palo Alto reserves policy is 15% of the general fund.
- City of Palo Alto is 18%
- Valley Water (SAFE CLEAN WATER) is 50%
- BAWSCA's budget guideline requires a reserve policy of 20 - 35%. The current BAWSCA reserve rate is 25%.

Credit Card policies for similar agencies include:

- Local Government Commission: All program and project managers have LGC credit cards. There is a \$2,000 purchase limit unless otherwise approved. The VP and Executive purchase limit is \$10,000. There are monthly statement reconciliations and approvals.



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

FINANCIAL MANAGEMENT & ACCOUNTING POLICIES

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The San Francisquito Creek Joint Powers Authority (SFCJPA) was created on May 16, 1999 by a Joint Powers Agreement between the City of Menlo Park, City of Palo Alto, City of East Palo Alto, the Santa Clara Valley Water District, and the San Mateo County Flood Control District. The SFCJPA is governed by a five member Board of Directors composed of one elected member of the governing board or city council of each SFCJPA member agency.

The SFCJPA plans and implements projects, and provides services, which benefit communities within the 46-square mile San Francisquito Creek watershed. SFCJPA efforts protect residents from flooding, enhance their environment and quality-of-life, and coordinate emergency services among jurisdictions.

As an independent government agency, the SFCJPA must establish and maintain sound financial management and accounting policies. The Board adopted policies contained herein provide SFCJPA management with the authority and guidance to implement these policies through the adoption of a Financial Management and Accounting Procedures Manual.

ACCOUNTING, FINANCIAL REPORTING AND AUDITING

The SFCJPA will establish and maintain the highest standard of accounting practices.

- A. A comprehensive accounting process will be maintained to provide complete and timely financial information necessary to effectively operate the SFCJPA.
- B. Accounting procedures have been documented to guide employees in their tasks, to assure consistency in the SFCJPA's accounting practices, and to assist during employee turnover.
- C. The SFCJPA will meet the financial reporting standards established by the Governmental Accounting Standards Board.
- D. An annual audit will be performed by an independent certified public accountant in accordance with the requirements of the SFCJPA and its member agencies.
- E. The Finance & Administration Manager will prepare and issue monthly and timely financial reports to the Executive Director. The Finance & Administration Manager will also issue quarterly and yearly financial reports to be presented to the Finance Committee who will report the findings to the Board.
- F. To the extent possible, the Executive Director will organize and assign work duties and responsibilities so that no single employee performs a complete accounting cycle. Employees with access to cash and other physical assets will not also have access to the accounting records.

FINANCIAL RESERVES AND GOALS

Sufficient financial reserves are critical to the SFCJPA's ability to achieve its stated mission and purposes.

- A. The SFCJPA will maintain a reserve account of no less than 30% of the Authority's annual budget. Prudent use of reserves will enable the SFCJPA to maintain agency operations in the event of unanticipated shortfalls.

- B. The SFCJPA will maintain specific reserves required by law and/or debt covenants and any general reserve requirements as may be set from time to time by the Board.

- C. The SFCJPA will maintain sufficient reserves to support the cost of reimbursement in the case of disallowed expenditures upon grantor audit and to cover the timing difference between disbursement and reimbursement of grant-eligible costs.

- D. Unspent funds at year end will close to the SFCJPA reserves account and be used as roll over funds to the following fiscal year, unless otherwise directed by the Board.

BUDGET ADOPTION AND AMENDMENT

The budget is the central financial planning document that encompasses all revenue and expenditure decisions related to agency operations and capital expenditures. The budget establishes the level of service to be provided by the SFCJPA within the restriction of anticipated available funds.

- A. The SFCJPA will adopt an annual budget before the July 1 start of its fiscal year.

- B. The annual budget will be a balanced by utilizing all available revenues sources.

- C. (Updated 09/22/2016) The SFCJPA will maintain a budgetary control process to ensure compliance with the budget. The budget will be managed so that specific account fields are not overspent without the approval of the Executive Director or the Board, as described in resolution 09-06-25.
- D. (Updated 09/22/2016) Budget transfers between account fields and budget adjustments that increase the authorized spending level of an account field of over \$35,000 must be approved by the Board. The Executive Director may authorize in writing a transfer of funds not to exceed \$35,000 between account fields, and from the unallocated balance of the General Contingency Account to any other account field, except to the account fields pertaining to the Executive Director's salary or transportation allowance.
- E. (Updated 09/22/2016) The Board will formally review the SFCJPA's fiscal condition, and amend the budget if necessary, approximately seven months after the beginning of each fiscal year.

ACCOUNTING FOR REVENUES

The SFCJPA will maintain adequate control over revenues for accounting and reporting purposes. The accounting process will provide for timely and accurate recording and processing of revenue transactions as well as any specific reporting required.

- A. State and Federal funds, as well as private grants, may be utilized as long as the Executive Director determines that the total costs and requirements of accepting the funds will not adversely impact general operations.
- B. Accounting for third party grants or contracts will allow for separate reporting of the activity as both an SFCJPA activity and in accordance with the requirements of the grant or contract.
- C. If more than one funding source is available for financing a project, the most restrictive sources will be used first.

INVESTMENTS

Adequate cash management and investment procedures can help ensure that sufficient funds are available to meet current expenditures.

- A. The Board will periodically review all investments of funds made from the SFCJPA's reserve account and establish and approve additional investment policies.
- B. The investment policy shall require that idle cash is invested in accordance with the following order of priority: 1) Legality, 2) Safety, 3) Liquidity and 4) Yield.
- C. The SFCJPA will only invest in those investments authorized by the California Government Code section 53601.

CASH COLLECTIONS AND DISBURSEMENTS

A part of the overall maintenance of adequate accounting procedures is the ability to control cash collections and disbursements. Accounting procedures for these areas can be viewed in the SFCJPA's Financial Management and Accounting Procedures Manual.

- A. Disbursements, whether in the form of checks, electronic transfers or other means will be approved by the Executive Director, adequately documented, and accurately recorded in the accounting records. A process for retaining and retrieving supporting disbursements documentation will be maintained.
- B. The processes for cash collections and disbursements will provide for segregation of duties to the greatest extent possible. Bank reconciliations will be reviewed on a timely basis by the Finance & Administration Manager.
- C. All cash collections in the form of checks or currency will be deposited in a timely manner, safeguarded until properly deposited, and accurately recorded in the accounting records.

- D. A receivables process will be maintained that identifies and bills all amounts due to the SFCJPA on a timely basis.

PURCHASING AND CONTRACTING

The SFCJPA will maintain control over purchasing and contracting activities. A process shall provide for the efficient purchasing needs of the agency, prevent unnecessary purchases of materials and supplies, and comply with budgetary requirements.

- A. To the extent possible, vendors located within the jurisdictional lines of the SFJCPA's member agencies will be considered.
- B. (Updated 09/22/2016) The SFCJPA will obtain formal proposals through a request for proposal (RFP) process for each purchase of goods or services in an amount of \$100,000 or more. For purchases in dollar amounts between \$35,000 and \$100,000, the SFCJPA shall obtain at least three documented quotes in writing or from published price lists. The best proposal shall be determined based on a combination of price and quality.
- C. (Updated 09/22/2016) Purchases in amounts less than \$35,000 may be made at the discretion of the Executive Director.
- D. (Updated 09/22/2016) SFCJPA employees can purchase up to \$1,500 per transaction on behalf of the SFCJPA and be reimbursed with appropriate documentation and approval of the Executive Director. All requests for reimbursement must be submitted within two weeks of the purchase date.
- E. An agency debit card will be available for certain purchases. The Executive Director will maintain control of the agency debit card at all times.
- F. (Updated 09/22/2016) The purchase of services of \$35,000 or more requires a written contract between the SFCJPA and vendor or consultant and the award of such contract requires Board approval. For the purchase of services up to \$35,000, the Executive Director has the discretion to enter into a written contract

or standard purchase order with the vendor or consultant that defines the scope of services provided and any other appropriate terms. All payments for services require an invoice from the vendor or consultant.

- G. (Updated 09/22/2016) The SFCJPA will pay invoices within 60 days of receipt. When discounts are offered, invoices will be paid within the discount period.

- H. For each RFP issued, the SFCJPA will establish and communicate to the prospective vendors the bidding procedures and evaluation criteria in order to ensure a fair bidding process and enable the SFCJPA to determine the most cost effective proposals.

- I. The SFCJPA will utilize standardized bidding and application procedures, requests for proposals, contracting provisions, and processes to ensure consistent and effective procurement of goods and services.

Updated and newly proposed financial policies:

Updated (previously approved) policies:

FINANCIAL RESERVES AND GOALS

Sufficient financial reserves are critical to the SFCJPA's ability to achieve its stated mission and purposes.

- A. The SFCJPA will maintain a reserve account in the range of 12.5% – 17.5% of the Authority's annual budget starting with 15% effective in the FY 2021-2022. Prudent use of reserves will enable the SFCJPA to maintain agency operations in the event of unanticipated shortfalls.
- B. The SFCJPA will maintain specific reserves required by law and/or debt covenants and any general reserve requirements as may be set from time to time by the Board.
- C. The SFCJPA will maintain sufficient reserves to support the cost of reimbursement in the case of disallowed expenditures upon grantor audit and to cover the timing difference between disbursement and reimbursement of grant-eligible costs.
- D. Unspent funds at year end will close to the SFCJPA reserves account and be used as roll over funds to the following fiscal year, unless otherwise directed by the Board.

PURCHASING AND CONTRACTING:

B. The SFCJPA will obtain formal proposals through a request for proposal (RFP) process for each purchase of goods or services in an amount of \$100,000 or more. For purchases in amounts of \$35,000 and less may be made at the discretion of the Executive Director. This includes contract amendments of \$35,000 and less. Contract amendments must be reported to the Board at the next scheduled Board meeting.

C. Purchases in the amount of \$35,000 and less may be made at the discretion of the Executive Director.

D. SFCJPA employees can purchase up to \$2,000 per transaction on behalf of the SFCJPA and be reimbursed with appropriate documentation and approval of the Executive Director. All requests for reimbursement must be submitted within two weeks of the purchase date and must include copies of receipts.

E. The purchase of services above \$35,000 requires a written contract between the SFCJPA and vendor or consultant and the award of such contract requires Board approval. For the purchase of services up to \$35,000, the Executive Director has the discretion to enter into a written contract or standard purchase order with the vendor or consultant that defines the scope of services provided and any other appropriate terms. All payments for services require an invoice from the vendor or consultant and the submission of a W-9 and proof of insurance.

New Credit Card Policy:

Policy brief & purpose

The SFCJPA may provide employees with credit cards that can be used for business-related expenses. The use of these credit cards helps in tracking and processing expenses and aids in making payments more efficiently. SFCJPA employees who are authorized to use credit cards must follow all guidelines regarding credit card use.

Scope

This policy applies to all SFCJPA employees who are eligible to use a SFCJPA credit card.

Policy elements

How does a SFCJPA credit card work?

The SFCJPA has a master credit card account. Employees who are eligible will be given a credit card in their name. Upon activation, employees will be able to use their individual card for business related expenses. Employees must keep a record of all receipts related to their credit card expenses. All credit cards will be paid on a monthly basis through the SFCJPA accounts payable process.

Employee credit card agreement

All employees who use a SFCJPA credit card need to sign and abide by a credit card agreement. Signing this agreement acknowledges that the credit card belongs to the SFCJPA and that the SFCJPA can and will process and investigate charges as we see fit. The agreement will refer to your responsibilities and the consequences for improper use. Employees should refer to this policy any time more information is needed about the use of the SFCJPA credit card.

Who can hold a SFCJPA credit card?

SFCJPA credit cards may be given to any fulltime employee of the SFCJPA [Executive Director, Project Managers, Finance & Administration Manger/Clerk of the Board] SFCJPA management has the right to withdraw a SFCJPA credit card from any employee at any point.

Allowable Expenses:

Any SFCJPA work related expenses including:

Office supplies, computer software

Subscriptions to business related communications/agencies

Training and educational materials

Expenses related to meetings (e.g. dinner, printed material)

Accommodations during work-related travel at current government rates.

Legal document expenses related to business

Transportation fares to and from meetings and during business related trips (airfare, train, taxi or ride-share fares, rental cars, etc.) Other minor or per diem expenses

that have been approved by your manager (e.g. meals, business material). SFCJPA

Credit cards are never to be used for personal expenses. Withdrawing cash using the SFCJPA credit card is prohibited.

Exceptions

Only the Executive Director can approve of any necessary/emergency exceptions.

The limits of the SFCJPA credit card

The Executive Director's card limit will exceed those of the other SFCJPA staff who will each have the same limit. Employee Credit Card limits are listed on the employee agreement form and is also listed below. These limits will be reviewed annually and adjusted as needed.

Executive Director: \$10,000

Project Managers: \$2,000

Finance & Administration Manger/Clerk of the Board: \$2,000

Your responsibilities

Employees using a SFCJPA credit card must:

Protect the card to the best of your ability. Do not leave the card unattended. Do

not give the card to unauthorized people (e.g. friends, family, colleagues) not even just to hold.

Report the card stolen or lost as soon as possible. If, for example, there is a break-in at your home and your SFCJPA credit card is taken, you need to file a police report and contact the Finance & Administration Manager immediately (650) 457-0943 or mhparker@sfcja.org.

Use the card only for approved reasons. Follow the instructions in this policy and the employee card agreement, and do not use the card for personal or unauthorized expenses, even if you intend to compensate the charges later.

Document all expenses and send receipts to the Finance & Administration Manager by the 25th of each month. Documentation must include the date and purpose of each expense (Employees can use the same format as the reimbursement expense forms).

Employees who do not submit their receipts on time will be responsible for late fees incurred on the account and we may subtract the fees from your salary.

Use of SFCJPA credit card policy

Employees using the SFCJPA credit card should:

Confirm expense is allowed under this policy.

Know and be mindful of the credit card limit.

Keep the credit card number and the physical card secure.

Avoid unnecessary expenses.

Violating this policy

SFCJPA employees are expected to comply the SFCJPA credit card policy and the employee agreement. Violating the terms of the policy or the agreement may result in one of the following actions:

If an employee incurs personal or unauthorized expenses, the employee will be responsible for all of the charges including any interest or fees associated with the expenses. If an employee repeatedly violates the no personal or unauthorized expense policy the employee will face disciplinary action up to an including termination depending on the amount and the type of expenses. If an employee loses a receipt the employee must inform the Finance & Administration Manager

ensuring all information regarding the expense is available. If an employee consistently fails to submit receipts the employee may lose the right to have a credit card. If an employee fails to submit expenses on time, and incurs late fees, the employee will be responsible to for the late fees. If an employee consistently incurs late fees the employee will lose the right to have a SFCJPA credit card.

Sharing or giving the SFCJPA credit card to unauthorized people or abusing the expense limits may result in suspension or termination. The SFCJPA has the right

to review all employees credit card use and withdraw the privilege if there is any inappropriate use.

Employee Credit Card Agreement

I,_, hereby acknowledge receipt of the Wells Fargo Business Elite Credit Card /-XXXX.
(credit card number – enter last 4 digits only) I understand that improper use of this card may result in disciplinary action as well as personal liability for any improper purchases. As a cardholder, I agree to comply with the terms and conditions of this agreement and the Credit Card Policy for the SFCJPA. I acknowledge receipt of the Credit Card Policy and confirm that I understand the terms and conditions.

As a holder of this credit card, I agree to accept the responsibility and accountability for the protection and proper use of the card. I will return the card to the SFCJPA upon demand during the period of my employment. I understand that the card is not to be used for personal or unauthorized purchases and that I must provide a receipt for every purchase. If the card is used for personal purchases or for purchases for any other entity or if I fail to provide receipts substantiating legitimate business expenses by the 25th of the month, the SFCJPA will be entitled to reimbursement from me of such purchases (through deduction of my paycheck). The SFCJPA shall be entitled to pursue legal action, if required, to recover the cost of such purchases, together with costs of collection and reasonable attorney fees.

Signature

(Cardholder) Date:

Signature

(Executive Director) Date:

Accounting Department use only: Amount

approved \$

Date:



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

RESOLUTION NUMBER 20-10-22 A

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
AMENDING FINANCIAL MANAGEMENT AND ACCOUNTING POLICIES**

BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby adopts the attached amended Financial Management and Accounting Policies, previously approved on October 28, 2010 and updated on September 22, 2016.

Approved and adopted on October 22, 2020, the undersigned hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the San Francisquito Creek Joint Powers Authority.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

_ Vice Chairperson Date: 10/22/2020

Chairperson Date: 10/22/2020

APPROVED AS TO FORM:

Legal Counsel Date: 10/22/2020

Agenda Item 7. Email Policy

Background

Legal counsel recently suggested an addition to the JPA's suite of policies. This grew out of a search for historical emails from the previous Executive Director and finding that email account has been emptied.

As you know, documents and communications related to the work of the JPA are public documents and subject to public records requests. Our goal is to facilitate those in the future by providing clear expectations about the curation and disposition of records, and to ensure future continuity of documentation.

Action: Review and approve the new Email Policy.

Additional Information

It is common for organizations to document their policies and procedures regarding email communications, including: what should be retained, what should and should not be done using the organization's email system, and how email accounts of departing employees should be managed.

This policy is intended to clarify the JPA's expectations regarding employee email accounts and activities.

SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY (SFCJPA)

POLICY ON THE USE OF EMAIL, AND THE RETENTION OF EMAIL AND OTHER ELECTRONIC RECORDS

PURPOSE:

This Policy governs the appropriate use and retention of electronic mail (“email”) and other electronic records (communications, memoranda, reports, meeting minutes, and correspondence sent and received, used in carrying out JPA functions, activities and other business, and the retention of emails and other electronic communications that are made public records. The JPA Board affirms the public’s right to access public records maintained by the JPA and the right to set forth the procedures by which such JPA records will be made available to the public. The JPA Board is mindful of the constitutional right of privacy afforded to individuals and it is the intent of the JPA Board to promulgate a process that strikes an appropriate balance between the objectives of open government, the individual's right of privacy, and the JPA’s legitimate interest in maintaining the confidentiality of certain public records.

APPLICABILITY:

This Policy applies to all JPA employees utilizing email and other electronic documentation resources for the purpose of conducting JPA business, regardless of the user’s location when accessing the email system, network, or other technology resource.

DEFINITIONS:

“JPA Records” includes include any writing containing information relating to the conduct of the public’s business that is prepared, owned, used, or retained by the JPA, regardless of the physical form and characteristics. “JPA Records” also includes any recorded and retained communications regarding official JPA business sent or received by any elected or appointed JPA official, employee, or consultant, via a personal email system or other personal technology resource of a JPA official, employee, consultant or third party or other personal technology resource not owned by the JPA or connected to a JPA computer network. The records do not have to be written but may be in another format that contains information such as disc, memory device, video, or audio recording, or email or text message, and are as otherwise defined in the California Public Records Act, Cal. Gov. Code Section 6250 et seq., as amended from time to time. For the purposes of this definition, “JPA” shall mean the San Francisquito Creek Joint Powers Authority.

“Technology Resources” includes all electronic media and memory storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; tablets; computer hardware such as internal and external disk drives, tape drives, and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as cloud storage accounts; electronic mail (or email); telephones; mobile phones; smart phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

POLICY:

1. Emails and other electronic communications on JPA accounts, services, cloud services and other JPA technology resources are intended for JPA-related business purposes only. All electronic communications and other writings regarding JPA business are the property of the JPA, just as are hard copies of JPA records. The JPA reserves the right to retrieve and make proper and lawful use and/or disclosure of any and all communications transmitted through the JPA's email system or any other JPA technology resource.
2. JPA business should not be conducted using personal or other third-party email accounts. Any JPA records that are sent, received or maintained on any non-JPA email system or other non-JPA technology devices are also the property of the JPA of, just as are hard copies of JPA records. The JPA reserves the right to retrieve and make proper and lawful use and/or disclosure of any and all JPA records that are transmitted or maintained through the user's personal email system or any other personal technology resource.
3. The JPA respects the individual privacy of its officials, employees and consultants. However, the privacy rights of a JPA official, employee or consultant do not extend (a) to work-related communications, (b) to the use of JPA-owned equipment, accounts, or services, including JPA email systems and other technology resources, or (c) to emails and other JPA records relating to JPA business transmitted or maintained using personal email systems, other personal technology resources, other non-JPA issued email accounts, or other non-JPA issued technology devices.
 - JPA officials, employees and consultants have no reasonable expectation of privacy in communications transmitted over the JPA's email network or other JPA technology resources as such communications are not confidential, notwithstanding any password and/or login credentials.
 - JPA officials, employees and consultants should not receive or send JPA records, on a personal email account or other personal technology resources, such as a personal smartphone or a smartphone belonging to an outside employer or other business of an elected or appointed official, or any other non-JPA issued device, as such communications may be public records subject to disclosure under the Public Records Act, and may also be subject to record retention requirements under state or federal law.
 - JPA records, even when stored on a home or personal email device or other personal technology resource, or outside employer or business, may also be recovered and discoverable in litigation.

REQUIREMENTS

These requirements apply to all JPA technology resources, and to all personal technology resources used for JPA business, except as otherwise expressly stated.

1. **JPA Technology Resources Limited to JPA Business.** All messages transmitted over the JPA's email system or any other JPA technology resource should be limited to those which involve JPA functions, activities or other business, or that contain information essential to its officials, employees and consultants for the accomplishment of JPA-related tasks.

2. **Transitory Nature of Email and Other Electronic Messages.** Email messages and other electronic messages relating to JPA business are temporary communications that shall not be retained, either electronically or in hard copy, unless retention is required by law or where retention of a particular message would serve a useful purpose for the JPA. Please refer to the SFCJPA Document Retention Policy for specific document retention requirements.

Emails and other electronic messages do not become public records under the Public Records Act when they are intended for a temporary purpose and are discarded after that purpose is achieved unless they are subject to a litigation hold letter from the JPA Attorney's Office or a pending request made pursuant to the Public Records Act.

Care should be taken that no emails or other electronic messages are retained for longer than the temporary period specified in this Policy unless they are meant to be official records. Emails and other electronic messages intended to be permanent records should be filed as such, and kept under the JPA's records retention policy, either electronically or in hard copy, to signify the permanent or long-term status of the record. However, temporary communications, drafts and intra-agency notes, and memoranda are not public records.

- Emails and other electronic messages requiring retention, and which should be filed as permanent records either electronically or in hard copy, may include, but are not limited to:
 - * General correspondence and/or interoffice messages regarding management, financial, operating procedures, or policy matters,
 - * Messages regarding JPA policy or the policy process,
 - * Messages regarding vital public information (for example, critical environmental data and reports); and
 - * Messages that otherwise are necessary to conduct the JPA's business.

3. **Retention Schedule.** Please note that emails or other electronic messages retained in electronic folders or in hard copy may be public records and should follow the JPA's retention schedule in terms of how long any such public records must be kept pursuant to legal requirements. It is the responsibility of each JPA official, employee and consultant to determine if an email or other electronic message should be made an official public record and/or if it is covered within the scope of the JPA's records retention schedule. Emails and other electronic messages that are public records must be retained for two (2) years, or as specified in the JPA's retention schedule, whichever is longer. It is important to organize these records chronologically to easily determine which records have reached their legal retention and should be destroyed. When in doubt as to if an email or other electronic message should be made an official public record and retained, consult the JPA Records Retention Policy, the Executive Director and/or the JPA Attorney.

4. **Litigation Holds and Pending Public Records Requests.**

- Notwithstanding any other provision of this Policy, no JPA official, employee or consultant

shall knowingly destroy emails or other electronic messages that may be subject to a litigation hold letter issued by the JPA Attorney's Office. A litigation hold places a freeze on the authorized destruction of a particular record or type of record due to a reasonably anticipated or ongoing claim, a pending regulatory or governmental investigation, a pending subpoena, or any litigation proceedings.

- No JPA official, employee or consultant should knowingly delete any email message or other electronic message that may be responsive to a pending Public Records Act request that the JPA has received.
 - Destruction of emails and other electronic messages under this section may resume after notice is provided by the JPA Attorney.
5. **Management of Email and Other Technology Resources.** JPA officials, employees and consultants who utilize the JPA email system or other JPA technology resource, or who use personal technology resources, are solely responsible for the management of their electronic mailboxes and other technology resource accounts. All technology resource users must periodically review email and other electronic messages to determine when specific emails or other electronic messages are needed for JPA business past the date set for automatic deletion from the JPA's system as set forth in this Policy, and take appropriate action to store necessary emails and other electronic messages in a separate email folder or network location, or printed out and filed in an appropriate subject file to ensure the content of the email or electronic message is preserved. Such stored emails or other electronic messages constitute public records unless otherwise exempt under the Public Records Act. Personal email accounts shall not be used to conduct JPA business.
6. **Non-JPA Record Materials.** Email messages or other electronic messages that do not meet the JPA's public record criteria should be deleted on a regular basis. These types of messages may include but are not limited to:
- Personal correspondence (i.e., "Let's do lunch," "Can I have a ride home?"); calendar confirmations; voice mails; other incidental communication.
 - Transient communications that serve to convey information of temporary importance in lieu of oral communication.
 - Unsolicited promotional materials.
 - Information and/or Reference items (for example, something the receiver already knows and does not need to save or can be printed out and it is not needed as a support file as part of a JPA project.)

Questionable emails should be retained or referred the JPA Attorney for determination.

7. **JPA Right of Access.** The JPA may access any messages in the JPA's email system or other JPA technology resources at any time regardless of content. Access may occur for reasons of, but not be limited to, random review, situations indicating impropriety, violation of JPA policy, legal

requirements, suspected criminal activities, breach of electronic mail security or other security, locating substantive information that is not more readily available by some other means, or for the performance of routine maintenance.

8. **Disclosure.** The contents of electronic mail or other technology resources may be disclosed within or outside of the JPA without the permission or knowledge of the official, employee or consultant.
9. **Use of Private Email Accounts and other Personal or Non-JPA Technology Devices.** No JPA elected or appointed official, employee or consultant shall use a non-JPA issued email account or other non-JPA issued personal technology device to conduct JPA business, except use of a mobile telephone to conduct telephone calls.
10. **Email and Email Account Management upon separation.** To ensure appropriate management of JPA information, email accounts will be locked at the end of the day of the last day of employment of a JPA employee, unless other arrangements are approved by the Executive Director (for employees) or the Board (for the Executive Director). An automated outgoing referral message will be posted for up to one month post-separation, to ensure correspondents can still reach the addressee. Separated employee's emails will be retained per JPA records retention policies.
11. **Responding to Public Records Requests.** In the case of a Public Records Act request or subpoena for voicemail, emails or other electronic messages in the personal accounts or other personal technology resources of a JPA current or former official, employee, employee or consultant, the JPA Clerk of the Board will request in writing that the user search that user's personal accounts, devices and other technology resources for any responsive JPA records and turn over all JPA records that might be responsive for review by the JPA Clerk and, as applicable, by the JPA Attorney, along with a written statement that the search has been made and the records located and/or withheld, and the basis for withholding. The user shall also provide the JPA Clerk with an affidavit verifying that the search has been made, the search terms used, the records located and/or withheld, and the basis for withholding each record. In the event that litigation is filed or related discovery is served on the JPA, related to a public records request, on a case-by-case basis and as deemed necessary by the JPA, the JPA may also require that such official, employee or consultant submit an affidavit verifying that the search has been made, the search terms used, the records located and/or withheld, and the basis for withholding.

CONFIDENTIALITY

1. While the JPA's electronic mail system and other technology resources may provide for the sending of material referred to as PRIVATE, users must be aware that such communications are accessible to certain employees of the JPA who have the responsibility to monitor and control the communications, software and security programs of the JPA. As with all computer systems, there is also the possibility of unauthorized access by people for whom the communication was not intended. Therefore, use of this capability must be exercised with appropriate caution.
2. It is a violation of this Policy, and an abuse of authority, for any JPA official, employee, or consultant, including system administrators, supervisors, or programmers, to use the JPA's email, computers or other technology resources for purposes of satisfying idle curiosity about the affairs of others, with no substantial business purpose for obtaining access to the files or communications of others.

Officials, employees or consultants found to have engaged in such “snooping” or other prohibited actions will be subject to discipline and/or other sanction consistent with JPA policies.

PROHIBITED USES OF JPA EMAIL AND OTHER TECHNOLOGY RESOURCES

The following uses of the JPA’s email system and other technology resources are not JPA-related business and are prohibited. A determination by the JPA that a JPA official, employee or consultant has engaged in any prohibited conduct listed below may subject that individual to disciplinary action or other sanction, including but not limited to, termination; restriction on his/her use or access to the JPA’s technology resources, or such other remedies as may be authorized by JPA policies and procedures or applicable law.

1. Employees shall not use their JPA email accounts for, or in connection with, the establishment or conduct of outside employment, personal business, or private activity solicitations.
2. Support or opposition to, or fundraising for campaigns, for candidates running for elected office or for ballot measures.
3. Messages of a religious nature or promoting or opposing of religious beliefs.
4. Transmitting pictures, information, comments or other text that is insulting, offensive, disrespectful, discriminatory, demeaning, defamatory, pornographic, sexually suggestive or sexually explicit.
5. Violates the JPA’s policies against discrimination, harassment or retaliation based on sex or gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ethnicity, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws.
6. Threats of violence or abusive conduct, sexual or ethnic slurs, obscenities, or any representation of obscenities.
7. Libel, slander, or defamation.
8. Any unlawful or illegal purpose.

Violations of this Policy shall be reviewed on a case-by-case basis. A JPA email user who violates this Policy may be subject to disciplinary or legal action up to and including termination from employment and/or criminal or civil penalties or other legal action.

| Revision | Comments | Date |
|-----------------|-----------------|------------------|
| Original | | October 22, 2020 |
| | | |



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

SFCJPA.ORG

RESOLUTION No. 20-10-22-B

Resolution of the Board of Directors of

The San Francisquito Creek Joint Powers Authority (SFCJPA)

Adopting Email Policy

BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby adopts the attached Email Policy, dated October 22, 2020.

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INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Vice Chairperson
Date: October 22, 2020

Chairperson
Date: October 22, 2020

APPROVED AS TO FORM:

Legal Counsel

October 22, 2020

Date

Agenda Item 8. Meeting Minutes Policy

Background

Minutes are a legal record and document what the governing body has done. The SFCJPA has historically chosen to record its meetings in detailed, sometimes verbatim, minutes.

This is an uncommon practice in local government and requires many hours of staff time each month. Once the minutes are prepared, staff and board members invest time and energy reviewing the draft minutes. Corrections or changes requested by the board require more work. Sometimes differences of opinion about whether statements made are recorded correctly in the detailed minutes can lead to unnecessary confusion and conflict. Detailed minutes do not further the work of the organization.

Therefore, to ensure clarity in the SFCJPA's records, prevent misunderstanding and conflict, and to utilize staff time for highest-value activities, staff recommends utilizing Summary Minutes to record the business of the SFCJPA. Summary minutes are brief and concise. Like action minutes, they contain a record of actions taken. They also include a very concise record of the main points of discussion.

Action: Review and adopt Resolution the resolution regarding meeting minutes.

Additional Information:

The fundamental purpose of minutes is to record official actions taken by the SFCJPA Board of Directors. Summary minutes include a record of actions taken as well as the main points of discussion to demonstrate that the Board has discussed or deliberated and fulfilled their due diligence obligations. The Clerk of the Board will document actions take and extract key points from discussions and document them very briefly.

Board members, and members of the public may access recorded ZOOM meetings, which capture everything said during board meetings. These recordings are retained for one year from the meeting date, per the SFCJPA's records retention policy.

Summary Minutes Policy, October 22, 2020

It shall be the policy of the San Francisquito Creek Joint Powers Authority (SFCJPA) to utilize “Summary Minutes” to record actions and deliberations of the SFCJPA Board of Directors, including its regular, special, and committee meetings.

Summary minutes shall be brief and concise, recording actions taken the main points of discussion, sufficient to describe context, key ideas, and any direction to staff.

Public meetings related to CEQA will be conducted according to CEQA guidelines and best-practices, including curation of all comments received relating to the CEQA process.

This policy shall go into effect upon Board approval.

| Revision | Comments | Date |
|-----------------|-----------------|------------------|
| Original | | October 22, 2020 |
| | | |

RESOLUTION NUMBER 20-10-22 C

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY**

BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby adopts the attached Meeting Minutes Policy, dated October 22, 2020.

Approved and adopted on October 22, 2020, the undersigned hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the San Francisquito Creek Joint Powers Authority.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Vice Chairperson Date: 10/22/2020

Chairperson Date: 10/22/2020

APPROVED AS TO FORM:

Legal Counsel Date: 10/22/2020

Agenda Item 9. SFCJPA Salary Schedule Update

Background

Typically, the Board considers salary schedule changes during the budget process.

Based on Tess Byler's performance, and equivalent responsibilities, I have promoted her to Sr. Project Manager, effective October 1, 2020. The salary schedule update reflects the first increment in raising her salary. The second increment will be made as part of our next budget process and will reflect a retroactive increase to October 1, 2020.

The JPA must make public its current salary schedule.

Recommended Action

Please review and approve the updated SFCJPA Salary Schedule.

San Francisquito Creek Joint Powers
Authority October 22, 2020 Board
Meeting Agenda Item
Salary Schedule



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

SFCJPA.ORG

Fiscal Year 2020-21 Salary Schedule

| <u>Position</u> | <u>Annual Salary</u> |
|----------------------------------|-----------------------|
| Executive Director | \$135,000 |
| Senior Project Manager | \$116,865 - \$123,480 |
| Finance & Administration Manager | \$106,668 |



SAN FRANCISQUITO CREEK
 JOINT POWERS AUTHORITY
SFCJPA.ORG

RESOLUTION NUMBER 20-10-22 D

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
 SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
 Approving the FY 2020-2021 SALARY SCHEDULE**

BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby adopts the attached FY 2020-2021 salary schedule. Approval of the salary schedule certifies promotion of Project Manager Tess Byler to Senior Project Manager. Due to budget constraints the salary increase will be split with half awarded in FY 2020-2021 budget effective October 1, 2020 and half awarded in FY 2021-2022 retroactive to October 1, 2020.

Approved and adopted on October 22, 2020, the undersigned hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the San Francisquito Creek Joint Powers Authority.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

_____ Date: 10/22/2020
 _ Vice Chairperson

_____ Date: 10/22/2020
 Chairperson

APPROVED AS TO FORM:

_____ Date: 10/22/2020
 Legal Counsel

Agenda Item 10. Stanford Access Agreement

Background

Off-stream detention of peak flows is a critical component of providing future 100-year flood protection for the communities adjacent to the San Francisquito Creek. The potential locations of these facilities are on lands owned by Stanford University and occupied by various Stanford lease-holders. The SFCJPA needs to evaluate the potential constructability of any detention facilities, and to conduct those evaluations, needs access to the locations of the possible detention facilities for itself and its consultant(s), and to records and information Stanford possesses about its own properties, that are relevant to the JPA's purpose.

Staff has met with Stanford University representatives three times to review and discuss iterations of an access agreement. The goal of the agreement from the JPA's perspective is to gain access to the areas of interest on Stanford Lands to accomplish preliminary constructability assessments. From Stanford's perspective the goal of the agreement is to have clarity about scope and sequence of investigations, and to set forth expectations for the SFCJPA's conduct, to ensure their property interests are protected. The SFCJPA is aware of Stanford's natural and cultural resource protection considerations, as well as their preferred arrangements for communications with their tenants.

The proposed agreement before you has been vetted by Stanford's attorneys and the SFCJPA's. The agreement satisfies the interests of both parties.

Action: Please review and approve the Stanford Access Agreement.

Additional Information:

Once the SFCJPA Board concurs and signs, Stanford will sign.

ACCESS AGREEMENT

This ACCESS AGREEMENT (this “**Agreement**”) is entered into as of October __, 2020 (the “**Effective Date**”) by and between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California (“**Owner**”) and SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY (“**Licensee**”), and, in the following factual context:

A. Owner is the owner of that certain real property commonly known as Webb Ranch and the former Boething plant nursery, located in San Mateo County, California, and more particularly described on the attached Exhibit A (the “**Property**”).

B. Licensee has requested authorization to access portions of the Property to investigate the feasibility, constraints, and environmental impacts and benefits of potential upstream detention basins. A project to develop these basins was discussed at a program level in a Final Environmental Impact Report certified by Licensee on September 26, 2019 (the “**2019 EIR**”). For the basin locations upstream (west) of Highway 280 discussed in the 2019 EIR, Licensee is now considering preparation of a more detailed project-level environmental impact report (the “**Project-Level EIR**”).

C. Licensee desires to enter upon portions of the Property for the purpose of conducting investigations of the Property in connection with the potential Project-Level EIR, first with an on-site reconnaissance visit, for the limited purpose of meeting, gathering and assessment of information/data requested by Licensee and provided by Owner, and the scoping of additional activities (“**Part 1**”), second for the identification and definition of the area of potential effect (“**APE**”) and preliminary basin feasibility assessment of the detention basin alternatives (“**Part 2a**”), and lastly to conduct the environmental and resource studies necessary for a CEQA evaluation of the identified APE and to accomplish project planning and design so that the Project-Level EIR can be prepared (“**Part 2b**”), as more particularly described on the attached Exhibit B (the “**Scope of Work**”).

D. Owner is willing to provide Licensee with certain data and information and to allow Licensee a limited license to conduct such investigations, but only in accordance with the terms and conditions of this Agreement.

In this factual context, Owner and Licensee (each, a “**Party**” and collectively, the “**Parties**”), intending to be legally bound, agree as follows:

1. Limited License. Subject to the terms and conditions of this Agreement, Owner hereby grants to Licensee a limited and revocable license (the “**License**”) for Licensee and its employees, authorized agents, consultants, contractors, and representatives (with Licensee, the “**Licensee’s Representatives**”) to enter portions of the Property for the sole purpose of conducting the Part 1, Part 2a and Part 2b investigations as set forth on the Scope of Work and as modified in accordance with Section 3 (collectively, the “**Investigation**”). Owner has provided written notice of the Part 1 Investigation to the lessees, tenants and occupants (collectively, “**Tenants**”) of the Property and upon receipt will provide to Licensee copies of such notices counter-signed by the applicable Tenants. Owner hereby certifies that Owner has the right to access the Property, including the portions of the Property subject to leases or other occupancy agreements with the Tenants, and has obtained all necessary consents needed to grant this License based upon the scope provided by Licensee for the applicable part of the Investigation

pursuant to the Scope of Work. All activities conducted by Licensee's Representatives in connection with the Investigation shall be at Licensee's sole cost and expense. This Agreement does not allow activities other than those described in the Scope of Work and Section 3.

2 Term. The term of the License and of this Agreement shall continue until eighteen (18) months after the Effective Date. Owner, at its sole option, may require Licensee to immediately terminate its access to the Property or may otherwise terminate this License upon written notice, if, in Licensor's reasonable opinion, Licensee is (a) causing physical damage to the Property; (b) causing a safety hazard; (c) violating any applicable law; or (d) unreasonably interfering with other occupants of the Property and/or the Property's neighbors. Licensee may immediately terminate this Agreement upon written notice to Owner in the event that Licensee deems, in the Licensee's sole and absolute discretion, that the Owner has unreasonably interfered with or prevented Licensee from conducting the Investigation.

3 Conduct of Investigation. Subject to the terms and conditions of this Agreement, to conduct its Investigation, Licensee's Representatives shall have the right of access to the Property as needed during the term of this Agreement during reasonable business hours and at such other times mutually agreed upon by the Parties and upon reasonable notice (at least five (5) business days prior notice) to Owner, subject to seasonal restrictions related to flora, fauna and water resources. Such access shall be coordinated through Owner's authorized representative, Mimi Dunkle at (650) 724-4715 or mimiledu@stanford.edu, and Owner may require all such access to be supervised by Owner's authorized representative or designated environmental manager. Owner's authorized representative will coordinate all such access with any lessee, tenant or other occupant of the Property, taking into account the privacy and business operations of such Tenants. Owner and Licensee shall plan all visits to ensure Tenants will not have their normal activities disrupted. This right of entry shall be subject to the following conditions:

(a) The Investigation shall be conducted in compliance with each law, zoning restriction, ordinance, rule, regulation or requirement of any governmental or quasi- governmental agency with jurisdiction over the Property. Licensee shall make every reasonable effort to accommodate the requests of Owner regarding conduct of the Investigation so as to minimize interference with operations at the Property, and use of the Property by Owner's Tenants of the Property. The Investigation shall be conducted in a manner that (i) will not endanger the health, safety or welfare of Owner's employees, agents, invitees or others present on the Property and (ii) minimizes any impacts on the natural environment, native flora and fauna and archaeological resources.

(b) Prior to accessing the Property for the Part 1 Investigation, Licensee may request that Owner provide certain information/data in connection with the Investigation. Owner and Licensee shall meet and discuss what information/data is available from Owner to share with Licensee. Where information/data sharing is contingent upon Licensee having retained a qualified archaeological consultant, Licensee shall provide contact information of the qualified archaeologist. Licensee understands that Licensee or its archaeologist, as applicable, may be required to execute a confidentiality agreement to receive this information/data. Owner makes no representation or warranty relating to the accuracy or completeness of any information/data that Owner or its agents or representatives may provide to Licensee during Part 1, Part 2a or Part 2b. Licensee acknowledges and agrees that Licensee is responsible for verifying the accuracy of any such information/data and is not relying on the information/data in connection with its Investigation. Additionally, Owner makes no representation or warranty relating to any information/data regarding the Tenants that is delivered to Owner by the Tenants and provided to Licensee during Part 1, Part 2a or Part 2b.

(c) For the Part 1 Investigation, Licensee shall have a one-time right to enter each Part 1 Investigation Area as designated on Exhibit B-1 or pursuant to the Scope of Work to conduct the Part 1 activities set forth in the Scope of Work. Part 1 shall not include any invasive or ground-disturbing activities. Owner's staff may attend any on-site Part 1 Investigations, to facilitate and share additional information during the site visit.

(d) Part 2a shall not commence unless and until Licensee has completed its Part 1 Investigations and reviewed the data collected during Part 1. Prior to proceeding to Part 2a, Licensee shall develop and deliver to Owner concept level designs for potential detention basins, a revised map of potential detention basin project sites to be field investigated, and a proposed scope for Part 2a Investigations based on its Part 1 Investigations. Licensee and Owner shall meet and confer on Licensee's proposals for Part 2a as contemplated in the Scope of Work. Once Owner and Licensee have agreed upon Part 2a Investigation Areas (as defined in the Scope of Work) and the coordinated communication plan with the Tenants has been completed for Part 2a, Licensee may enter the Part 2a Investigation Areas subject to the Scope of Work. Owner's staff may attend any on-site Part 2a Investigations, to coordinate with the Tenants and to facilitate and share additional information during the site visit.

(e) Part 2b shall not commence unless and until Licensee has completed its Part 2b Investigations and reviewed the data collected during Part 2b. Prior to proceeding to Part 2b, Licensee shall develop and deliver to Owner the parameters of proposed environmental and resource studies necessary for a CEQA evaluation of the proposed APE, for preparation of the Project-Level EIR, and to accomplish project planning and design, and any additional proposed scope for Part 2b Investigations based on its Part 2a Investigations. Licensee and Owner shall meet and confer on Licensee's proposals for Part 2b as contemplated in the Scope of Work. Once Owner and Licensee have agreed upon Part 2b Investigation Areas (as defined in the Scope of Work) and the coordinated communication plan with the Tenants has been completed for Part 2b and Licensee has confirmed land and resource protections are in place, Licensee may enter the Part 2b Investigation Areas subject to the Scope of Work. Owner's staff may attend any on-site Part 2b Investigations, to coordinate with the Tenants and to facilitate and share additional information during the site visit.

(f) When applicable, Licensee shall provide any supplemental cultural resource and biological information appropriate to the revised layouts and scope. Licensee shall not proceed with additional Investigation without Owner's review of the proposed project-level site investigation for archaeological and biological resources. Upon Owner's reasonable written consent, Licensee may proceed with site visits in addition to the Scope of Work to conduct additional Investigation within an agreed-upon scope.

(g) Prior to entering the Property to perform its Investigation, Licensee shall provide to Owner a certificate of insurance showing that Licensee maintains in full force and effect a policy of comprehensive general liability insurance (i) covering the activities of the Licensee's Representatives in connection with the Investigation, (ii) in an amount of not less than One Million Dollars (\$1,000,000) for Part 1 and Three Million Dollars (\$3,000,000) for Part 2a and Part 2b combined single limit per occurrence from a carrier reasonably acceptable to Owner, (iii) naming Owner and its trustees, officers, and directors as additional insureds, and (iv) requiring at least thirty (30) days' written notice to Owner prior to cancellation or reduction in coverage, provided that Owner may reduce the amount of minimum insurance coverage to not less than Two Million Dollars (\$2,000,000) based upon the scope of the activities that are proposed for Part 2a or Part 2b.

(h) Any investigation involving soil borings, subsoil, soil vapor, ground water, soil load bearing tests or other tests involving physical invasion of the surface of the Property or physical sampling are to be made by Licensee only after consultation with Owner. Owner's environmental consultant may attend any test or investigation at the Property and shall be entitled, without cost, to duplicates of any samples taken by Licensee (or, if duplicates are not reasonably attainable, Licensee may elect to deliver the actual samples after testing) and to copies of all written reports and data prepared by or on behalf of Licensee. Any proposal for physical invasion of the Property must be delivered to Owner and its environmental consultant, together with a reasonably detailed investigation plan sufficient for Owner to determine the scope and logistics of the proposed investigation, at least three (3) business days before the desired test. Any invasive sampling or testing permitted by Owner shall be performed in compliance with all environmental laws and other requirements of governmental authorities. Depending on the nature of the invasive testing or sampling, Owner may require an increase in the amount of insurance specified in Section 3(c). If in the course of its investigation, Licensee discovers any environmental condition that Licensee or its consultants or contractors believes should be reported to any governmental agency, Licensee shall provide to Owner full information regarding the discovery and Owner shall assume any and all reporting obligations.

(i) Promptly after any physical inspection of the Property, Licensee, at Licensee's sole cost, shall restore the Property to the condition that existed immediately prior to such inspection, provided that in the event that Licensee fails to restore the Property within fourteen (14) days of a written demand for restoration from Owner, Owner may elect to restore the Property itself and to charge the cost thereof to Licensee. At Owner's request, Licensee shall deliver to Owner copies of all documents, reports, analyses, surveys, test results and other items prepared by or on behalf of Licensee during the Investigation.

(j) Nothing in the Agreement shall permit Licensee to construct any improvements on the Property.

4. Conditions of Access. In addition to the foregoing, access to the Property pursuant to this Agreement may be denied or terminated by Owner, if the following working conditions are not met:

(a) Licensee and Licensee's Representatives shall take all reasonable and necessary safety and security precautions in connection with the Investigation.

(b) In order to prevent the spread of Sudden Oak Death and other plant pathogens into the watershed, and to prevent the spread of *chytrid* fungus and non-native plants and animals, the following precautions must be followed:

(i) To avoid the introduction of Sudden Oak Death or other pathogens not currently in the watershed, clean all equipment, boots, tools and other supplies, with disinfectant and triple rinse before entry and exiting the creek.

(ii) Do not collect any plant material including leaves, flowers, acorns, twigs, wood and bark.

(iii) Avoid muddy areas when parking your vehicle. Spores may collect in mud on your tires and spread to other areas.

(iv) To avoid spreading aquatic species that are potentially pathogenic or invasive, all equipment, boots and tools are to be triple rinsed before entry and exiting any creek or wetland.

(v) To avoid spreading terrestrial species that are potentially pathogenic or invasive, all equipment and clothing brought on site needs to be cleaned off prior to coming on the Property.

(c) Licensee shall engage a professional archaeologist, at Licensee's sole cost and expense, to perform a site visit and surface reconnaissance survey of the Property. Licensee shall submit documentation demonstrating that Licensee's archaeologist meets the Secretary of the Interior's Professional Qualification Standards. No subsurface investigation is allowed under this Agreement except as contemplated in the Scope of Work for Part 2a and/or Part 2b. Should subsurface investigation be necessary to assess potential impacts to archaeological resources a formal written proposal is required for review by Stanford University's Archaeologist and compliance with Section 3(d) of this Agreement. Owner, at its sole cost and expense, shall be entitled to have an on-site Owner-designated consultant during any Investigation, which consultant may be an independent contractor approved by the Campus University Archaeologist in the Land Use and Environmental Planning department or an employee of Owner. When such consultant deems it necessary to investigate the possible presence of, or to protect, historic or archaeological artifacts, such consultant shall have the authority to temporarily halt the Investigation in the area subject to such reasonable investigation. Licensee and Licensee's Representatives shall comply, at the Licensee's sole cost and expense, with the consultant's requests, with Stanford University policy regarding archeological resources protection, and with state law regarding the protection, removal or reburial of human remains and archaeological artifacts. Any artifacts discovered on the Property shall belong to Owner. In the event that human remains or other archaeological materials are discovered, Licensee shall be responsible for actual costs directly related to Licensee's discovery, including the costs of mitigation and of standard archaeological staff. Owner and its consultant shall not be liable for any damages or other liability that may result from temporary cessation of excavation or construction, or other compliance with the provisions of these requirements.

(d) Owner, at its sole cost and expense, shall be entitled to have an on-site Owner-designated consultant during any Investigation, which consultant may be an independent contractor approved by the Associate Director for Conservation Planning in the Stanford University Land Use and Environmental Planning Office or an employee of Owner. When such consultant deems it necessary to investigate the possible presence of, or to protect the habitat, such consultant shall have the authority to temporarily halt the Investigation in the area subject to such reasonable investigation. Licensee and Licensee's Representatives shall comply, at Licensee's sole cost and expense, with the consultant's requests, and with Stanford University policy regarding biological protection. Owner and its consultant shall not be liable for any damages or other liability that may result from temporary cessation of excavation or construction, or other compliance with the provisions of these requirements. Licensee shall provide a specific daily field schedule for performing biological and habitat surveys, so that Owner can schedule biologists to participate in the field work. Any changes in time or date of field activities shall be transmitted to Owner at least three (3) business days prior to the change in schedule.

5. Liens. Licensee shall not permit any mechanics' or other liens to be filed against the Property as a result of Licensee's Investigation, and Licensee, at Licensee's sole cost, shall cause any liens so filed to be removed within five (5) business days after receipt of notice thereof, by bond or otherwise.

6. Waiver of Claims; Release. Licensee acknowledges and agrees that Owner and its Tenants shall not be liable to Licensee or Licensee's Representatives for any injury, loss, damage, liability, claim, cause of action or expense incurred or suffered by Licensee or Licensee's Representatives, or any of them, directly or indirectly arising out of or in any way relating to entry upon the Property and/or the performance of the Investigation by Licensee or Licensee's Representatives from any cause whatsoever. Owner hereby informs Licensee that detectable amounts of hazardous substances may be located on, beneath and/or in the vicinity of the Property (the "**Pre-Existing Condition**"). Licensee hereby releases Owner and Owner's officers, directors, trustees, agents and employees from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which Licensee or any of Licensee's Representatives may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with hazardous substances presently in, on or under, or now or hereafter emanating from or migrating onto the Property, including without limitation the Pre-Existing Condition. In connection with such release, Licensee hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

7. Indemnity. Licensee hereby agrees to indemnify, defend, and hold Owner and its trustees, officers, directors, faculty, employees, staff, students, lessees, tenants, occupants, consultants, agents, successors, and assigns harmless from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants) (generally, "**Damages**"), arising directly, in whole or in part, out of Licensee's Investigation, including, but not limited to: (a) any injury to persons or property (including injury to Licensee's Representatives) arising or resulting from the Investigation; (b) any damage to the Property resulting from the Investigation, or from the entry of Licensee's Representatives onto the Property; (c) any liens filed against the Property in connection with the Investigation; and (d) any exacerbation of the Pre-Existing Condition due to the negligence or willful misconduct of Licensee and/or Licensee's Representatives; provided that Licensee's indemnity hereunder shall not include any Damages resulting from the mere discovery of any Pre-Existing Condition, except to the extent, and only to the extent, such Pre-Existing Condition is exacerbated by any negligence or willful misconduct of Licensee or a Licensee's Representative. For the purposes of this Agreement, "exacerbation" means any direct, material adverse impact on a Pre-Existing Condition. Exacerbation includes, without limitation, actions which speed, redirect or enhance the migration of groundwater contamination at the Property in a fashion that causes a material adverse impact (for example, by causing hazardous substances to migrate to deeper aquifers), actions which cause damage to or limit the effectiveness of any existing remediation systems or equipment, and actions which give rise to liability under applicable environmental laws.

8. Survival. Licensee's obligations under this Agreement shall survive the termination of this Agreement.

9. Attorneys' Fees. If either Party reasonably engages legal counsel with respect to a dispute regarding the proper interpretation or enforcement of this Agreement, the Party receiving substantially the result such Party sought or defended in any legal action or other proceeding (the "**Prevailing Party**"), whether by award, judgment, stipulation, settlement, workout, or otherwise and whether or not any such legal action or other proceeding may have been voluntarily dismissed, shall be entitled to recover from the adverse Party all reasonable fees and costs actually incurred by the Prevailing Party in connection with such legal services ("**Legal Fees**"). Legal Fees include, without limitation, (a) fees, costs, and expenses of any attorneys, paralegals, engineers, accountants, appraisers, consultants, brokers, and other professionals or experts retained or consulted by the Prevailing Party, and other costs and expenses of investigation or analysis incurred by the Prevailing Party, in support of the Prevailing Party's position, and (b) all such fees, costs, and expenses incurred in any aspect of the legal process, whether out-of-court negotiations, mediation, arbitration, commencement of suit, discovery, law and motion, trial, appellate proceedings, or any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11, or 13 of the Bankruptcy Code, 11 U.S.C. Section 101 et seq., or any successor statutes.

10. Waiver or Amendment. No amendment of or waiver of any obligation under this Agreement will be enforceable unless set forth in writing signed by the Party against which enforcement is sought.

11. Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) upon receipt when personally delivered to the recipient's address set forth below; (b) when received by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below, or when such receipt is rejected; (c) one (1) business day after deposit with a recognized overnight courier or delivery service; or (d) when received by electronic mail; provided that the Party delivering notice electronically concurrently delivers the same notice by one of the methods set forth in clauses (a), (b) or (c) above.

The addresses for notice are:

To Licensee: San Francisquito Creek Joint Powers Authority
2100 Geng Road, Suite 210
Palo Alto, CA 94303
Attn: Margaret Bruce, Executive
Email: mbruce@sfcjpa.org

with copy to: Kevin Murray (kmurray@sfcjpa.org)
Tess Byler (tbyler@sfcjpa.org)

and copy to: Richards Watson Gershon
One Sansome Street, Suite 2850
San Francisco, CA 94104
Attention: Trisha Ortiz
Email: TOrtiz@rwqlaw.com

To Owner: Stanford Real Estate Office
415 Broadway 3rd Floor, Mail Code 8873
Redwood City, CA 94063
Attn: Director, Property Services

with copy to: Ramsey F. Shuayto (rshuayto@stanford.edu)
Mimi Dunkle (mimiledu@stanford.edu)
Jean McCown (jmccown@stanford.edu)
Tom W Zigterman (twz@stanford.edu)
Lesley Lowe (lloze@stanford.edu)
Karla Traynor Smith (karlat@stanford.edu)

and copy to: Perkins Coie LLP
505 Howard Street Suite 1000
San Francisco, CA 94105
Attention: Camarin Madigan
Email: cmadigan@perkinscoie.com

Either Party may change its address by written notice to the other given in the manner set forth above.

12. Injunctive Relief. Licensee agrees that money damages may not be a sufficient remedy for Licensee's breach of this Agreement and that Owner would be entitled to injunctive relief, specific performance, and/or other appropriate equitable remedies with respect to any such breach upon a showing that money damages would not be a sufficient remedy therefor. These remedies are not the exclusive remedy for Licensee's breach of this Agreement, but are in addition to all other remedies available at law or in equity.

13. No Waiver. No failure or delay in exercising any right, power, or privilege granted in this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power, or privilege.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely therein.

15. Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.

16. References. Unless otherwise indicated, (a) all section and schedule references are to the sections and schedules of this Agreement, and (b) all references to days are to calendar days. All schedules attached hereto are incorporated herein by this reference. Whenever under the terms and conditions of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday, or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. Facsimile, documents executed, scanned and transmitted electronically and digital signatures shall be deemed original signatures for purposes of this Amendment, with such facsimile, scanned and digital signatures having the same legal effect as original signatures. Owner and Licensee agree that this Agreement may be accepted, executed or agreed to through the use of an digital signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as such laws may be amended from time to time. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Owner and Licensee the same as if it were physically executed.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

OWNER:

**THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY**

By: _____
Print Name: _____
Print Title: _____

LICENSEE:

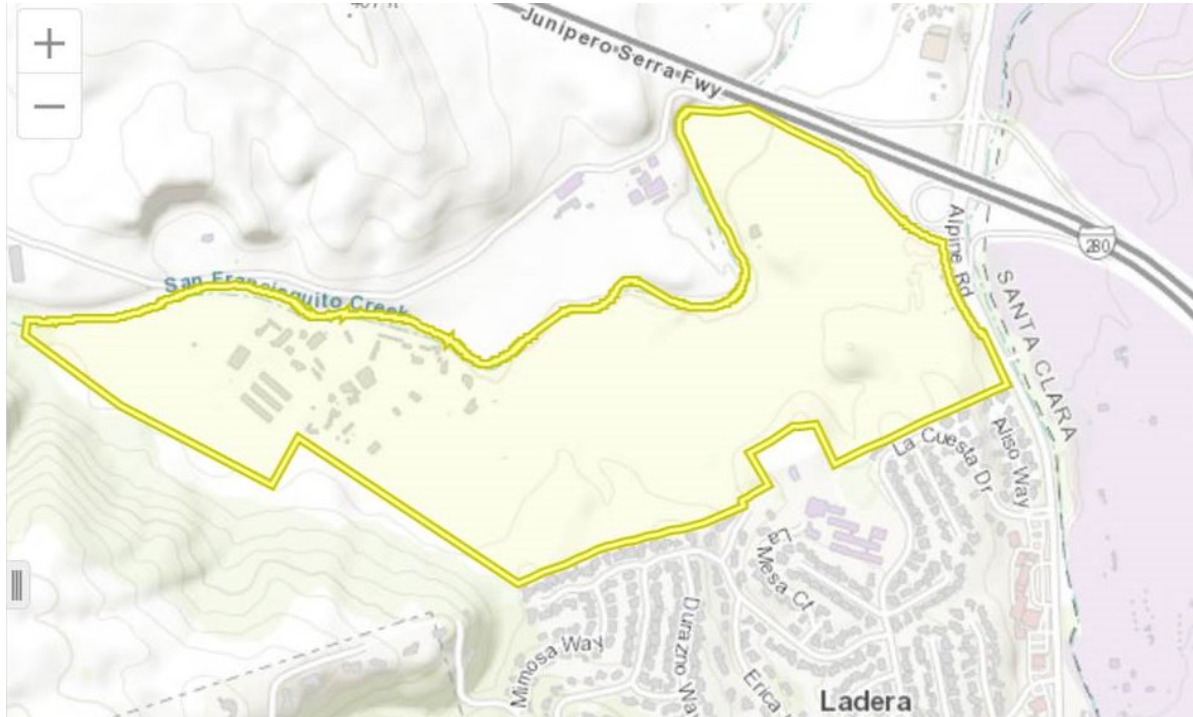
**SAN FRANCISQUITO CREEK JOINT POWERS
AUTHORITY**

By: _____
Print Name: _____
Print Title: _____

EXHIBIT A

Description of the Property

Webb Ranch APN 134-291-510



Former Boething Plant Nursery APN 074-480-300

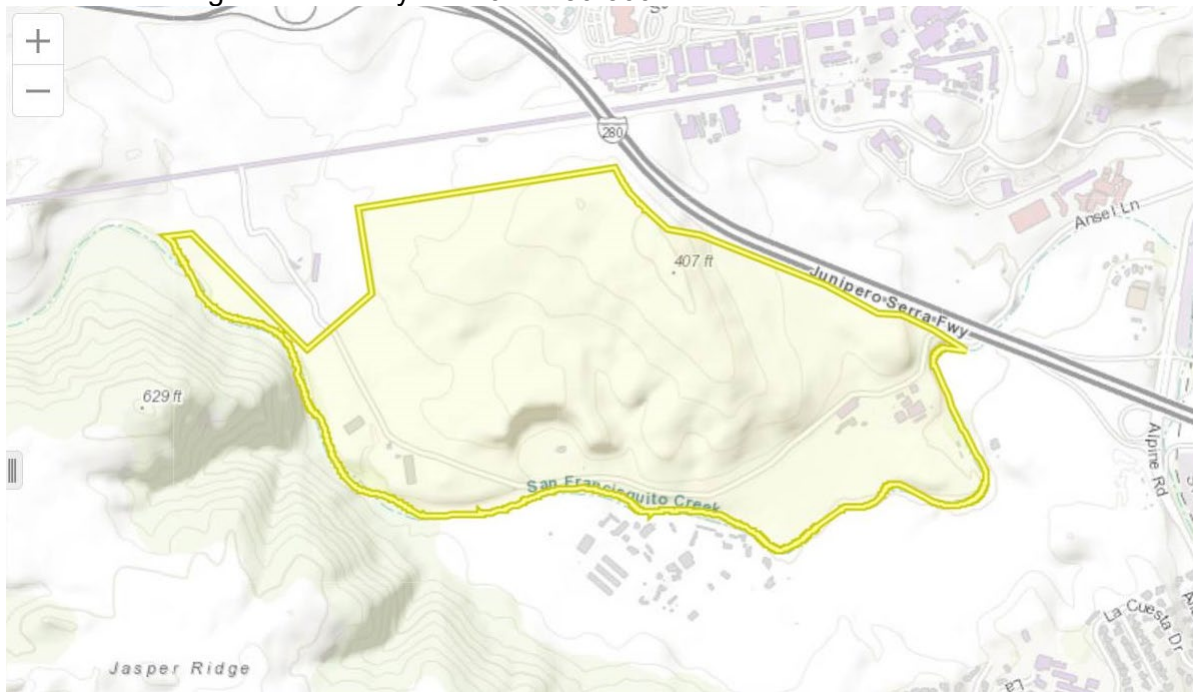


EXHIBIT B

Scope of Work

Part 1 Investigation

To be conducted within the Part 1 Investigation Areas as designated on Exhibit B-1, or as mutually agreed upon by Owner and Licensee.

Prior to Licensee's entry on to the Property for Part 1, Owner and Licensee shall meet to discuss initial thoughts about project description and resources.

Part 1 activities will include the following:

- Initial site reconnaissance,
- Investigation and due diligence to understand the site characteristics,
- Gathering of sufficient on-site and document data to evaluate potential detention basin locations, and
- Coordination with Owner to ensure the Tenants will not have their normal activities disrupted.

Part 1 shall not include any ground-disturbing activities.

Part 2a Investigation

To be conducted with the Part 2a Investigation Areas as determined by Owner and Licensee as set forth below.

Prior to Licensee's entry on to the Property for Part 2a, Owner and Licensee shall meet to discuss the following:

- Licensee's conceptual design concepts,
- Any additional data/information needs and assess what information may – or may not – already exist,
- How to meet Licensee's analysis needs and Owner's needs for land and resource protection,
- Licensee's proposed scope and schedule for Part 2a (based upon and as a result of its Part 1 Investigations), and
- Any details or additional knowledge that Owner can provide or requests from Licensee.

Owner and Licensee shall mutually designate the portion of the Property that Licensee will need to access for the Part 2a Investigation (the "**Part 2a Investigation Areas**") and shall mutually develop a plan to ensure the Tenants will not have their normal activities disrupted. Once the Part 2a scope and Part 2a Investigation Areas are determined, Owner and Licensee shall plan and coordinate communications with the Tenants regarding Part 2a. Licensee acknowledges that Owner may need to obtain consent from its Tenants prior to Licensee's entry on to portions of the Property for Part 2a. In the event one or more Tenants raise objection or dispute in connection with access or the proposed scope of Part 2a Investigations, Owner and Licensee shall reconvene, confer and mutually develop alternatives for Part 2a.

Part 2a activities may include the following:

- On-site investigations to delineate the project APE, and
- Survey, geotechnical, groundwater, or other investigations pursuant to the Part 2a scope reviewed by Owner.

Part 2b Investigation

To be conducted within the Part 2b Investigation Areas as determined by Owner and Licensee as set forth below.

Prior to Licensee's entry on to the Property for Part 2b, Owner and Licensee shall meet to discuss the following:

- Licensee's proposed scope and schedule for Part 2b (based upon and as a result of its Part 2a Investigations),
- Project planning and design for preparation of the Project-Level EIR,
- Any details or additional knowledge that Owner can provide or requests from Licensee, and
- How to meet Licensee's analysis needs and Owner's needs for land and resource protection as implicated by the scope proposed by Licensee and communicated by Owner to Licensee.

Owner and Licensee shall mutually designate the portion of the Property that Licensee will need to access for the Part 2b Investigation (the "**Part 2b Investigation Areas**") and shall mutually develop a plan to ensure the Tenants will not have their normal activities disrupted. Once the Part 2b scope and Part 2b Investigation Areas are determined, Owner and Licensee shall plan and coordinate communications with the Tenants regarding Part 2b. Licensee acknowledges that Owner may need to obtain consent from its Tenants prior to Licensee's entry on to portions of the Property for Part 2b. In the event one or more Tenants raise objection or dispute in connection with access or the proposed scope of Part 2b Investigations, Owner and Licensee shall reconvene, confer and mutually develop alternatives for Part 2b.

Part 2b activities may include the following:

- Once Owner and Licensee mutually confirm land and resource protections are in place, CEQA and/or design purposes, pursuant to Part 2b scope reviewed by Owner, and
- Biological surveys, archaeological research, traffic counts, and other environmental investigations pursuant to Part 2b scope reviewed by Owner, as needed to determine the potential environmental impacts of the detention basin project alternatives.

EXHIBIT B-1

Part 1 Investigation Areas



“Part 1 Investigation Areas” are the areas shown in green and red on the above map, and locations along San Francisquito Creek within 350 feet (and up to 1,000 feet, if determined necessary in the field and acceptable to accompanying Owner field representatives) from the areas shown in green and red.

RESOLUTION NUMBER 20-10-22-E

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY**

BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby approves the attached Stanford Access Agreement, stating the understandings and obligations of both parties, enabling the further evaluation of flood detention facilities.

Approved and adopted on October 22, 2020, the undersigned hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the San Francisquito Creek Joint Powers Authority.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Vice Chairperson Date: 10/22/2020

Chairperson Date: 10/22/2020

APPROVED AS TO FORM:

Legal Counsel Date: 10/22/2020

Agenda Item 11. Environmental Science Associates (ESA) Contract Amendment

Background:

In Spring of 2020 the SFCJPA advertised for a new consultant contract and hired Environmental Science Associates (ESA) to develop a Mitigation and Monitoring Plan, Landscape Designs, and modifications to the civil design to respond to regulatory requests at 4 of the 5 widening sites for our planned channel improvements upstream of Highway 101. At the time of entering the consultant contract, we believed these tasks to be our primary needs for completing construction permit applications.

Update:

As the needs of the project have changed, we will be asking ESA to adjust its scope of work to better serve the project. We have prepared a draft Amendment 1 to the ESA contract that would allow for this adjustment. Significant changes include:

- Removal of language and deliverables for modification of the civil design plan set sheets. ESA will instead provide typical detail of the restoration features, and Valley Water will update the plan set sheets as needed. This change represents a reduction in cost for this task.
- Adding a task for developing the Least Environmentally Damaging Practicable Alternative (LEDPA) Analysis and Report as required by the Regional Water Quality Control Board. This is a new cost.
- Adding a task for updating existing permit applications to reflect the restoration features to be included in the updated plan set. This is a new cost.
- Adding an optional task for future meetings and updates to project materials that may be requested by regulatory agencies after permit applications are submitted. This is a new, but optional, cost.

While we are adding new tasks to the consultant contract with this amendment, we are also reducing the scope of a previous major task. Amendment 1 has been prepared and reviewed by legal counsel however we are still working with ESA to finalize Exhibits A, B and C to the amendment. These exhibits will detail the scope, schedule, and budget, respectively. Our goal is to make this will be a no-cost amendment that simply shifts resources between task to provide the SFCJPA with the best products based on our updated needs. However, a budget adjustment may be necessary resulting from our development of the updated exhibits, and if it is, we will return to the Board for future action.

Recommended Action:

Authorize the Executive Director to approve Amendment 1 to the ESA consultant agreement on the condition that it does not represent additional costs to the SFCJPA, and request that the Executive Director seek Board approval for additional costs, should they arise.



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RESOLUTION NUMBER 20-10-22 F

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
APPROVING AMENMENT 1 THE ESA CONSULTANT AGREEMENT**

BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby authorizes the Executive Director to approve Amendment 1 to the ESA consultant agreement on the condition that it does not represent additional costs to the SFCJPA, and request that the Executive Director seek Board approval for any additional costs if they should arise.

Approved and adopted on October 22, 2020, the undersigned hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the San Francisquito Creek Joint Powers Authority.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

_ Vice Chairperson Date: 10/22/2020

Chairperson Date: 10/22/2020

APPROVED AS TO FORM:

Legal Counsel Date: 10/22/2020



COMPREHENSIVE PLAN

This Comprehensive Plan is the SFCJPA's description of our vision and action plan for the benefit of our member agencies, residents, and stakeholders. The SFCJPA has always considered a watershed approach for our work, and this document is intended to chronicle our overall plan. This plan is a living document and will be revisited annually during July and August and updated to reflect recent or anticipated activities and events that affect the watershed.

[San Francisquito Creek Joint Powers Authority](#)



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REVISION HISTORY

| Revision # | Revision Date | Revisions Made |
|------------|---------------|----------------|
| 0 | October 2020 | Initial Plan |
| 1 | | |
| 2 | | |
| | | |
| | | |
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| | | |

ACKNOWLEDGEMENTS

This plan was prepared through a collaboration of stakeholders coordinated by the San Francisquito Creek Joint Powers Authority, the members of which are the Cities of East Palo Alto, Menlo Park and Palo Alto; the Santa Clara Valley Water District and the San Mateo County Flood and Sea Level Rise Resiliency District. We thank our reviewers for their thoughtful comments that have made this a better plan.



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Figure 1. San Francisquito Creek Watershed and Alluvial Fan

Figure 2. FEMA Floodplain Designation for Creek and Bay with approximate parcels in each that will be addressed by SFCJPA Projects



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Summary

This Comprehensive Plan describes the SFCJPA's vision, goals, and action plan for the San Francisquito Watershed for the benefit of our member agencies, watershed partners and stakeholders. San Francisquito Creek is an asset unifying the communities it touches, providing ecosystem and recreation services. The San Francisquito Creek Joint Powers Authority (SFCJPA) works with its members and watershed partners to address the interrelated issues of flood protection, ecosystem restoration and creation of recreational opportunities along the creek and in the watershed.

Our overarching goal, working with our member agencies and partners, is to implement a suite of interrelated actions, each with independent utility but together comprising a comprehensive approach with multiple benefits to all inhabitants of the watershed.

The SFCJPA's action plan to achieve our vision and overarching goal is to implement the following projects that are components of the SFCJPA's plan to cost effectively provide protection to people and infrastructure, while improving habitat and recreational opportunities:

San Francisco Bay to Highway 101: Downstream Project

This completed project was the necessary first step in our plan. The flood control aspects of the project consisted of widening the creek channel, constructing new setback levees and flood walls, and creating in-channel marsh plain. In total, this project created more than 22 acres of new and improved marsh and added new trails on top of the levees that connect to the San Francisco Bay Trail and West Bayshore Road. This project specifically incorporated protection against three feet of sea level rise. When considering the safety factor of FEMA freeboard, the project as built protects against 100-year creek flows and up to 10 feet of sea level rise compared to today's daily high tide. The Downstream Project flood protection elements were completed December 2018 and the overall project was completed June 2019.

Highway 101 to El Camino Real: Upstream Project

This project is designed to provide protection for people and property from a flood event similar to the 1998 flood, which is considered a 70-year event. This project will remove artificial constrictions at five locations to increase channel capacity, while incorporating improvements to habitat. The lowest flow capacity point is the Pope Chaucer Bridge, and it will be replaced by a new bridge with a more open design that restores natural creek bed. The new bridge has been carefully designed to minimize its footprint and to maintain current street elevations, while ensuring safe pedestrian and bicycle access. Channel widening is anticipated to begin in 2022. Bridge construction is anticipated to begin in 2023.

100-Year Flood Protection with FEMA Freeboard

In order to achieve the 100-year level of protection and associated FEMA freeboard to remove parcels from the FEMA floodplain (and the need to pay for flood insurance), an additional project for upstream detention was evaluated at a programmatic level in our September 2019 Environmental Impact Report.

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The topography of the upper watershed does not allow for upstream detention on its own to provide 100-year flood protection; only a combination of the completed Downstream projects, coupled with upstream detention and/or other similar flow reduction features can achieve 100-year protection with FEMA freeboard for San Francisquito Creek. Data collection for a project level evaluation of potential alternatives that can achieve 100-year flood protection with FEMA freeboard is planned to be initiated early 2021.

Tidal flood protection and marsh restoration- Strategy to Advance Flood Protection and Ecosystem Restoration along San Francisco Bay (SAFER Bay Project)

The Strategy to Advance Flood protection, Ecosystem restoration and Recreation Project (SAFER Bay) addresses tidal flood protection by improving or rebuilding flood protection features along San Francisco Bay within SFCJPA jurisdiction. [Public Draft Feasibility reports](#) were issued in 2016 for East Palo Alto and Menlo Park, and in 2019 for Palo Alto. This project, when constructed, will eliminate the protection gap in the tidally influenced areas outside of our completed project from San Francisco Bay to Highway 101 described above. We are currently moving forward with a portion of this project in East Palo Alto and Menlo Park - SAFER Bay Phase 1. We have initiated early coordination with permitting agencies working on a conceptual design, project description, and stakeholder outreach. The SFCJPA has partnered with the South Bay Salt Ponds Restoration Project to restore Ponds R1 and R2 as part of this project to address sea level rise. This project has the same protection criteria as our completed Creek project from San Francisco Bay to Highway 101.

The SFCJPA will implement these plan components to achieve our vision and goals. We intend to work with our member agencies and leverage other planned activities in the watershed using a partnership approach to augment our plan. As stated so eloquently in 2005, by the San Francisquito Creek Watershed Council in **A Stakeholder Vision for San Francisquito Creek**:

This document offers a vision for securing the future of the San Francisquito watershed as a vital community resource. Its authors are a group of stakeholders with a range of perspectives as representatives from neighborhood associations, local cities, environmental groups, Stanford University, and local, state, and federal resource agencies. While they do not always agree on paths of action to a given goal, they put forward this vision as their collective expression of what it means to live in a watershed and keep it healthy and safe for the future.

The SFCJPA intends to follow this tradition with our member agencies and numerous partners in a transparent and collaborative manner.

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1. Introduction

This document is intended to be a Draft Comprehensive Plan that details the past efforts and current Capital Improvement Program of the San Francisquito Creek Joint Powers Authority (SFCJPA) for use in documenting our efforts and as a communications tool. Its development and refinement are also intended to provide opportunities for discussion about the issues related to flood management, ecosystem restoration, and recreational opportunities in the creek corridor and show how stakeholders throughout the watershed can work together to implement planning goals of the SFCJPA. This document:

- describes the San Francisquito Creek Watershed and the resources within the watershed,
- states accomplishments of the Planning process to date and the role of the SFCJPA,
- outlines the SFCJPA's Comprehensive Capital Improvement Program, describes the roles and relationships of key watershed partners, and broadly outlines potential solutions and future funding needs.

Vision: The San Francisquito Creek is an asset unifying the communities it touches, providing recreation and ecosystem services. The SFCJPA works with its members and watershed partners to address the interrelated issues of flood protection, ecosystem restoration and creation of recreational opportunities along the creek and in the watershed in a fiscally responsible manner.

Overarching Goal: Implement a suite of interrelated actions, each with independent utility but together comprising a comprehensive approach with multiple benefits to all inhabitants of the watershed.

Action Plan: The projects described in Section 4 are components of the SFCJPA's overall plan to provide 100-year flood protection and improve habitat and ecosystems:

This Comprehensive Plan represents our path for implementing the SFCJPA's vision and tracking progress towards our overarching goal with our action plan.

This plan intended to be a living document that will be reviewed annually and updated as necessary. Additional information on the SFCJPA's activities can be found on our website at www.sfcjpa.org.

2. Description of the Watershed

The San Francisquito Creek watershed is approximately 45 square miles in extent and includes areas of Santa Clara and San Mateo counties. The mainstem and a portion of its Los Trancos Creek tributary form the boundary between the city of Palo Alto and the cities of Menlo Park and East Palo Alto, and



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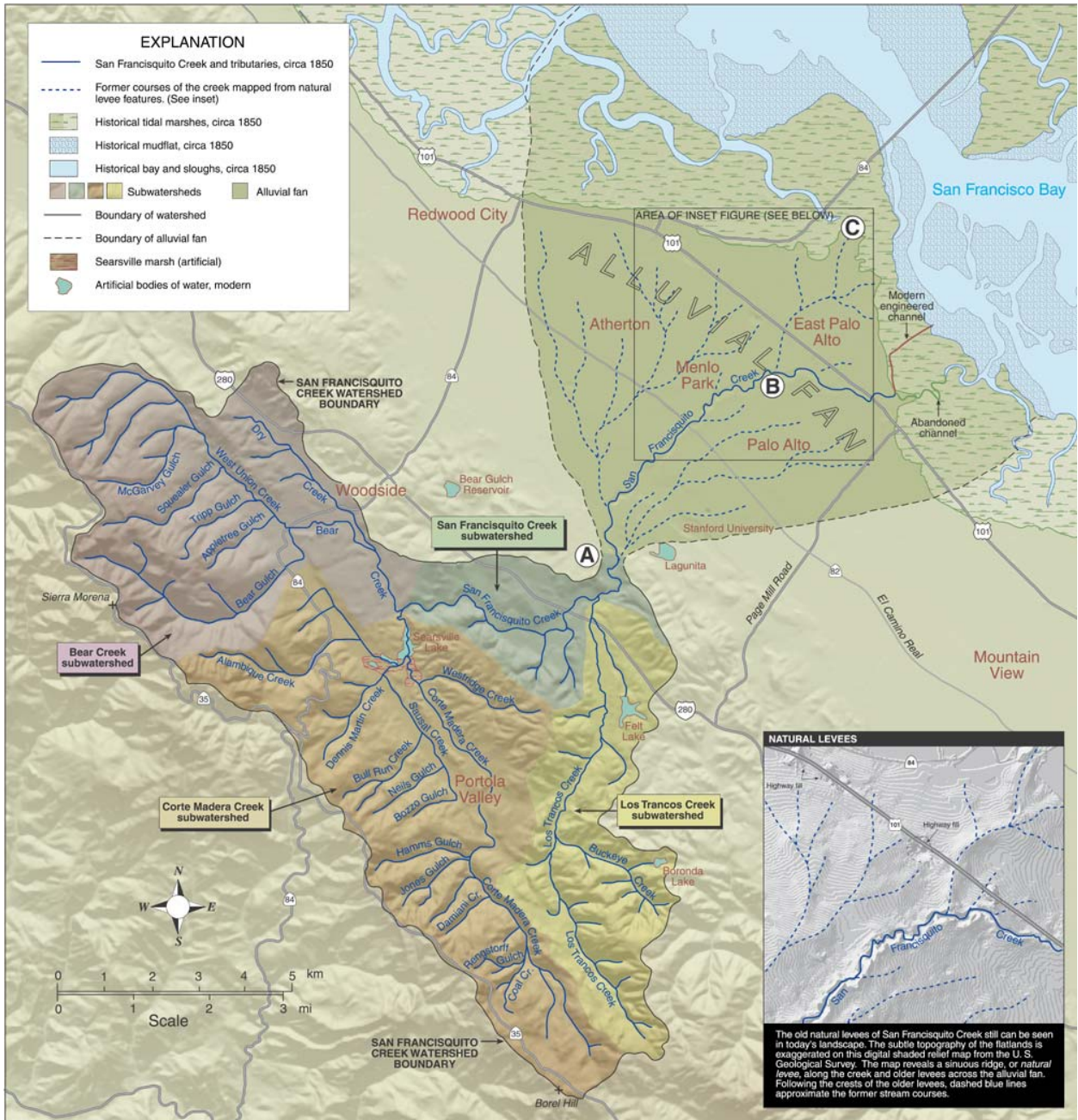
between Santa Clara and San Mateo counties, reflecting the fact that it originally defined the boundary between the lands of the Spanish Missions in Santa Clara and San Francisco.

San Francisquito Creek begins at the confluence of Corte Madera Creek and Bear Creek below Searsville Dam in the Jasper Ridge Biological Preserve on land purchased by Stanford University in 1892. The creek is joined by Los Trancos Creek just north of Interstate 280.

The creek runs approximately 14 miles from southwest to northeast, and after exiting the foothills of the Santa Cruz Mountains near Junipero Serra Boulevard and Alpine Road, flows in an incised channel within a broad historic alluvial fan before emptying into the San Francisco Bay south of the Dumbarton Bridge and north of the Palo Alto Flood Basin.



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Source: Janet M. Sowers, 2004. Oakland Museum of California, Creek and Watershed Map of Palo Alto and Vicinity, ISBN 1-882140-25-7

Figure 1. San Francisquito Creek Watershed and Alluvial Fan

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Land Use

Of the approximately 27,400 acres of the San Francisquito watershed, approximately 8,798 acres are protected by public agencies, property easements, or private land trusts (32%), providing a natural feel within much of the watershed. The west side of the watershed is largely unpopulated, consisting primarily of forest and grasslands. Headwaters of the watershed are in the east side of Santa Cruz Mountains, and form the Los Trancos Creek, Corte Madera Creek, and Bear Creek sub-watersheds, include forested habitats and drain into the main stem. The lower watershed is highly urbanized and includes expansive areas of residential and commercial development. Although lower watershed development is prevalent when compared to the upper watershed, large, contiguous areas of open space, including forest, rangeland and agricultural areas, are interspersed throughout the urban and suburban land uses, complementing the undeveloped, open nature of much of the watershed.

The watershed is the dominant natural watercourse feature on the Peninsula, with the Santa Cruz Mountains to the west and the Bay to the east. The area east of the Alameda de las Pulgas is considered the “lowlands” with a slope of less than 5%. The densest development in the region is typically located in the lowlands and includes visually similar commercial and industrial buildings as well as multi- and single-family homes. Breaks in this dense development pattern include open areas along the Bayfront, large surface parking lots, setbacks along major arterials, or local and regional parks. Development density generally decreases as elevation increases, providing expansive views of the lower watershed.

The steep banks of the creek in the urban portions of the watercourse have been modified or hardened in many places in response to bank erosion. Even with these modifications, the San Francisquito Creek remains one of the least modified creeks on the Peninsula and the creek retains much of its natural appearance. The creek has created its own natural ‘levees’; with higher banks that slope away from the channel. The bank-tops feature many mature oak, bay, and buckeye trees, while willows grow abundantly on the lower portions of the bank and in the creek channel. The heavily wooded creek banks provide a unique natural character to neighborhoods adjacent to the creek. Many residents enjoy walking or bicycling on the creek-side roads.

Several bridges cross the Creek and physically and visually connect the communities of East Palo Alto, Palo Alto, and Menlo Park. Bridges include vehicular crossings at Newell Road, University Avenue, Pope Street/Chaucer Street, and Middlefield Road; there are two bicycle/pedestrian bridges between Middlefield Road and El Camino Real; and one railroad bridge adjacent to El Camino Real.

Demographics

Population in communities within the San Francisquito Creek Watershed is estimated in the table on the following page.

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| Estimated Population, San Francisquito Creek Watershed | | |
|--------------------------------------------------------|------------|------|
| Area | Population | Year |
| Woodside | 5,510 | 2018 |
| Stanford | 16,914 | 2017 |
| Palo Alto | 66,666 | 2018 |
| East Palo Alto | 29,519 | 2018 |
| Menlo Park | 34,549 | 2018 |
| Atherton | 7,187 | 2018 |

Total 160,345

Residents of the San Francisquito Creek Watershed represent a wide range of socio-economic circumstances, from the wealthiest to impoverished, as well as culturally and racially diverse communities. In the SFCJPA's jurisdiction, 12,700 people in East Palo Alto and 4,300 people in Menlo Park are considered vulnerable communities, as defined by the Department of Water Resources. Using another measure for disadvantaged community, two entire census tracts within East Palo Alto, with a combined population of over 17,000, are recognized as California Disadvantaged and Severely Disadvantaged Communities by the California Environmental Protection Agency (2017) as defined by State Bill 535. According to the U.S. Census website, the population of the cities of Menlo Park and Palo Alto tend to be both older and whiter than neighboring East Palo Alto, although a sizable percentage of Palo Alto's population is Asian. East Palo Alto's population skews younger, and more racially diverse, with a majority of Hispanic, African-American, and Pacific Islander residents.

The SFCJPA has tailored, and will continue to tailor, community outreach to include as many stakeholders as possible. As described in Section 3, we have partnered with Nuestra Casa for specific outreach for our work in disadvantaged portions of our communities. Additionally, SFCJPA can draw on the expertise of bi-lingual staff members where Spanish/English translation or interpretation is necessary.

Historic and archeological resources¹

The area was occupied by indigenous people for millennia prior to the first European visitors to the area in 1769. The aboriginal way of life for the Ohlone was disrupted by contact with European explorers and the establishment of missions by the Spanish in the late eighteenth century. At the time of Spanish contact, the Bay Area and the Coast Range valleys were dotted with native villages.

Gaspar de Portola crossed San Francisquito Creek in November 1769, and Spanish colonial policy throughout the late 1700s and early 1800s was directed toward establishing religious missions,

¹ Summarized from the 2011 report *Initial Cultural Resources Investigation San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Project, Santa Clara and San Mateo Counties, California* by Far Western Anthropological Research Group, Inc.



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presidios, and secular towns known as pueblos, with all land being held by Spain. Mission San Francisco de Assisi at Dolores was founded in 1776 and situated 40 kilometers to the northwest of the project area. Mission Santa Clara de Asis, located 20 kilometers southeast of the project area, was then established on January 12, 1777.

With the transition of the area to the Mexican Government in 1821, the former Spanish mission lands were divided into vast tracts called “ranchos” owned by individuals. The watershed encompasses portions of seven ranchos, two on the north side of San Francisquito Creek (Rancho Las Pulgas and Rancho Cañada de Raymundo) and five on the south side (Rancho Cañada El Corte de Madera, Rancho El Corte de Madera, Rancho San Francisquito, Rancho Rincon de San Francisquito, Rancho Rinconada del Arroyo de San Francisquito). Many of these names have come to define the geography of the watershed and its environs to this day.

After the Mexican-American War (1846-1848), the U.S. military gained control of California. The early American Period was primarily defined by the growth of agriculture in the region, with land grants establishing the towns of Menlo Park and Mayfield, and right of way for railroads. Locally, construction on the San Francisco and San Jose Railroad began in 1861, with passenger and freight service beginning in 1863. The railroad expanded the agricultural life of California and led to more innovative ways to ship and preserve food supplies, such as transporting fruit and meat in refrigerator cars which were invented in 1880. The railroad also facilitated the development of communities in the south Bay, a process greatly hastened by the San Francisco earthquake of 1906 which displaced hundreds of people.

Leland Stanford, Sr. purchased land along San Francisquito Creek in the late nineteenth century and established the Palo Alto Stock Farm. This land formed the basis of Stanford University, which was founded in 1891. During the early twentieth century, population in the region expanded considerably and marsh areas were filled for farming, and San Francisquito Creek was rerouted to accommodate desired growth. Menlo Park and Palo Alto expanded, with the latter incorporating the City of Mayfield by the beginning of World War II. The general area also began to transition from rural to urbanized, with residential and commercial uses wide-spread west of Highway 101 since the 1920s. Today, the area is almost entirely developed, with some areas now being redeveloped.

Recreation

The San Francisquito Creek watershed supports a wide range of local and regional parks, trails, and open spaces. The Creek flows into Don Edwards National Wildlife Refuge and Baylands Preserve, a 1,940-acre tract of undisturbed marshland (the largest remaining marshland in the San Francisco Bay) with remaining high-quality marsh habitat. The creek is adjacent to the Palo Alto Golf Course and Palo Alto’s Baylands Athletic Center. The Creek corridor also supports a portion of the regional Bay Trail and connects to Cooley Landing Park and the Ravenswood Open Space Preserve to the north and Baylands Nature Preserve to the south.

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The urban portion of the Creek between Highway 101 and Interstate 280 is mostly comprised of urban parks and trails such as Hopkins Creekside Park and El Palo Alto Park, transitioning to wide range of larger parks and open space on Stanford University lands and in the surrounding foothills.

Utilities

As San Francisquito Creek runs through an urban environment, multiple utility corridors run adjacent to or over the creek. The relocation, protection, or avoidance of these utilities have a significant impact on work in or around the creek.

The typical utilities are expected to cross San Francisquito Creek at major road crossings. In addition, there are major known utilities running over or adjacent to the creek. Significant utilities include:

- Pacific Gas & Electric high-tension overhead electric lines and high-pressure gas transmission lines are within an easement adjacent to and across the channel downstream of Highway 101.
- Sanitary sewer, water service, and surface water drainage conduit occur beneath Woodland Avenue, while overhead electric lines occur adjacent to Woodland Avenue.

Critical utilities, including natural gas pipelines, electrical sub-stations, transmission and distribution lines, water supply and wastewater conveyance systems are all located in or near the bay margin. Sea level rise and storm events may adversely impact these utilities.

The SFCJPA will continue to coordinate closely with PG&E, local districts and municipal departments in the planning and implementation of our projects to ensure these critical infrastructure resources are safeguarded.

Fish and Wildlife resources

San Francisquito Creek flows through a mix of protected open space, agricultural, commercial, light industrial, and residential settings before reaching the baylands habitat associated with South San Francisco Bay. At the bottom of the watershed, where the creek meets the San Francisco Bay, is salt marsh habitat. The salt marsh harvest mouse, Ridgway's Rail and black rail, have all been observed in this vicinity. Moving upstream and west through the watershed, as water becomes less tidally influenced and salinity levels decrease, riparian corridors of perennial water, stream-side vegetation such as willows, box alders, and cattails, are present along many of the streams throughout the watershed. These areas provide suitable habitat for the California red-legged frog, California tiger salamander, and western pond turtle, which have all been observed within the watershed.

Additionally, streams within the Bear Creek, San Francisquito and Los Trancos Creek watersheds provide suitable migration and spawning habitat for steelhead. Serpentine soil outcrops have been identified within the San Francisquito, Corte Madera, Bear Creek, and West Union Creek sub-watersheds. This micro-habitat supports special status and common wildlife and plant species, including the Bay checkerspot butterfly, serpentine bunchgrass, and Crystal Springs lessingia.



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Climate and Climate Change

The Bay Area has a Mediterranean climate with mild wet winters and warm dry summers. Coastal ocean currents moderate the effects of seasonal changes in temperature. The Santa Cruz Mountains impose a moderate rain-shadow (or orographic) effect to their east in the San Francisquito Creek watershed. This orographic effect contributes to variability in average annual precipitation in the watershed, ranging from about 40 inches at the crest of the mountains to approximately 15 inches in Palo Alto.

In the past century, global mean sea level has increased by 7 to 8 inches with human influence the dominant cause of observed atmospheric and oceanic warming. Given current trends in greenhouse gas emissions and increasing global temperatures, sea level rise is expected to accelerate in the coming decades, with scientists projecting as much as a 66-inch increase in sea level along segments of California's coast by the year 2100. While over the next few decades, the most damaging events are likely to be dominated by large El Niño - driven storm events in combination with high tides and large waves, impacts will generally become more frequent and more severe in the latter half of this century (<https://www.coastal.ca.gov/climate/slr/>).

The California Coastal Commission states that impacts of sea level rise in California will affect almost every facet of our natural and built environments. Natural flooding, erosion, and storm event patterns are likely to be exacerbated by sea level rise, leading to significant social, environmental, and economic impacts. New projects along the San Francisco Bay shoreline are recommended to incorporate a minimum of 55 inches of sea level rise.

Sea level rise along the bay margin will have an impact on ground water aquifers as saline or brackish water intrudes inland along with rising sea levels. This salt-water intrusion may compromise wells presently used for drinking or irrigation water. Rising ground water tables at the bay margin may also adversely impact the built environment where subsurface excavations or construction encounter groundwater.

Climate change will also impact the SFC watershed. As temperatures increase, this will raise the rate of evapotranspiration in watershed vegetation and soils. This will tend to decrease the amount of water retained in the soil and watershed vegetation, potentially leading to lower creek flows, and lower groundwater tables. Additionally, warmer and dryer conditions are conducive to greater fire risks, and to hotter, faster-burning fires, when they occur. Unmanaged fires in the higher elevations of the San Francisquito watershed could have significant negative impacts on both water quantity and water quality in the watershed.

Changing heat and moisture regimes open new ecological niches for plants and animals not formerly associated with the watershed. New species may be benign, or they may disrupt ecosystems, such as



with forest damaging diseases or insects. Species disruptions may also increase the risk of fire, as existing vegetation regimes succumb to disease.

The SFCJPA has and will continue to consider foreseeable impacts and changing priorities due to climate change in all of our project planning and implementation.

Geology

San Francisquito Creek flows out of the Santa Cruz Mountains and onto a coalesced alluvial fan or apron near Junipero Serra Boulevard. The creek has deeply incised the alluvial fan sediments along much of its course, leaving steep banks that are often 25 feet high. The channel has had roughly the same alignment on the fan since the end of the nineteenth century. A geological profile along San Francisquito Creek, downstream from Alameda de Las Pulgas Road, shows a layer of coarse channel bed material (gravel, cobbles, and boulders) as far downstream as Middlefield Road. The coarse bed surface present was formed through a winnowing of finer sediment; the underlying subsurface material appears to be considerably finer. The 1892 completion of Searsville Dam on Corte Madera Creek, and subsequent reduction of coarse sediment supply while peak flows were maintained, is thought to be a contributing factor to formation of the bed surface. The coarse sediments overlie a sandy deposit that continues in the streambed to downstream from Highway 101 to the Palo Alto Municipal Golf Course. A thick layer of bay sediments with lenses of alluvium extends at depth beneath the sand upstream to about San Mateo Drive, forming a shallow aquifer beneath the fan. These bay sediments are underlain at depth by older, more consolidated alluvium.

Soils

The soils of the flatlands along lower San Francisquito Creek are relatively young. These soils are composed of fine particles (e.g., silt, clay) that were transported as suspended sediment derived from upstream sources and deposited overbank during flood events. The texture and characteristics of these soils affect how quickly water can infiltrate the ground surface. As a result, the soil is important for determining the volume of storm runoff, its timing, and its peak rate of flow.

Subsidence

Groundwater in the area is currently considered to be balanced, meaning that withdrawals approximately equal recharge (San Mateo County 2018). Historical overdraft (defined as long-term pumping that exceeds recharge) that resulted in historical land subsidence and salinity intrusion led to extensive investigations by the Department of Water Resources and local groundwater management agencies, such as Valley Water. Regional groundwater levels have been trending upward until the most recent drought due to reductions in regional irrigation pumping, and through augmented groundwater recharge programs.

Before the mid-1960s, groundwater production resulted in lowered groundwater elevations in Palo Alto, Menlo Park, and Atherton; movement of saline water inland from San Francisco Bay; and land



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subsidence in parts of Palo Alto and East Palo Alto. Groundwater levels have recovered since the mid-1960s. Land subsidence has occurred in and around the watershed as a result of past overdraft pumping of the groundwater basin. It is estimated that subsidence began around 1920. The ground level has dropped as much as 2.5 feet in some areas since that time, with the greatest amount of subsidence occurring in the tidal area near the Bay. With the introduction of imported water, groundwater levels have largely rebounded (San Mateo County 2018).

Water quality and Beneficial Uses

The creek is listed by the State Water Board under the 303(d) list as impaired for Diazinon, sedimentation/siltation, and trash. Placement of a water body and its offending pollutant(s) on the 303(d) list, initiates the development of a Total maximum Daily Load (TMDL). TMDLs may establish “daily load” limits of the pollutant, or in some cases require other regulatory measures, with the ultimate goal of reducing the amount of the pollutant entering the water body to meet water quality standards.

As a result of the rugged topography and highly erodible soils in the upper watershed, erosion and sediment loading are the primary water quality concerns in the San Francisquito Creek watershed. Bank erosion is a the principal water quality concern in upper San Francisquito Creek, where some sections of the creek have enlarged due to downcutting and bank undercutting, other areas have been narrowed by the placement of armoring in an attempt to control erosion. Despite previous repairs and stabilization efforts, several areas along San Francisquito Creek do not likely meet safety standards for slope stability.

The majority of sediment input into San Francisquito Creek is thought to come from the portion of the upper watershed below Searsville Dam, delivered by a number of natural and anthropogenic sources, including landslides, debris flows, bank erosion and failures, and urban development. A small additional component of sediment is presumed to be delivered to the Creek via storm runoff from the urbanized lower watershed. Urbanization has modified the hydrologic characteristics of the watershed. Although sediment removal activities in the watershed have not been a common occurrence for flood control purposes, it is considered to be a primary water quality issue. In the tidally influenced portion of the Creek, water quality may be affected by sediments entering the Creek from South San Francisco Bay.

The San Francisco Bay Basin Plan (San Francisco Bay Regional Water Quality Control Board 2015) describes beneficial uses for the waters in San Francisco Bay. Beneficial uses represent the services and qualities of a water body (i.e., the reasons the water body is considered valuable). Beneficial uses of San Francisquito Creek are listed below:

- Cold Freshwater Habitat (COLD); Fish Migration (MGR)
- Preservation of Rare and Endangered Species (RARE)
- Fish Spawning (SPWN)
- Warm Freshwater Habitat (WARM)
- Wildlife Habitat (WILD)
- Water Contact Recreation (REC-1)

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- Noncontact Water Recreation (REC-2)

Other federal, California and local regulatory authorities governing actions that the SFCJPA may take include regulations promulgated by US Fish and Wildlife, National Marine Fisheries Services, National Park Services, California Office of Historic Preservation, Bay Conservation and Development Commission, California Department of Fish and Wildlife as well as local plans and ordinances from our cities and counties. These requirements and others are described in environmental documentation for our projects as well as our Operations and Maintenance Manual for completed work.

Hydrology

The San Francisquito Creek watershed encompasses an area of approximately 45 square miles on the south-central San Francisco Peninsula. The upper watershed primarily rural and mountainous, whereas the lower watershed (below Interstate 280) is increasingly urbanized and located in low (near sea level) elevations. Tributaries that eventually feed into San Francisquito Creek include Bear Creek, Los Trancos Creek, Alambique Creek, Dennis Martin Creek, Sausal Creek, and Corte Madera Creek. San Francisquito Creek itself begins at the confluence of Bear and Corte Madera creeks in the upper watershed and continues to San Francisco Bay. There are three reservoirs in the San Francisquito Creek watershed, which are used for water conservation and water storage: Searsville Lake, Felt Lake, and Lake Lagunitas. All three of the reservoirs in the upper watershed.

The hydrology of San Francisquito Creek began to experience modifications resulting from early settlers who established the large Ranchos in the 1830s. These early ranchers likely constructed irrigation ditches to transport water and ford crossings at creeks. In 1876, former Governor Leland Stanford acquired the 8,800 acres which later became the Stanford University campus. In 1887, the Manzanita Water Company (later the Crystal Springs Water Company) constructed Searsville Dam on Stanford land. The dam, completed in 1891, was intended to supply water to Stanford University. Due to fine suspended sediment and odor, the water was non-potable and was therefore used for irrigation purposes. Today the dam is nearly filled with sediment which has created wetland habitat for waterfowl, bats, and other species.

Flood History

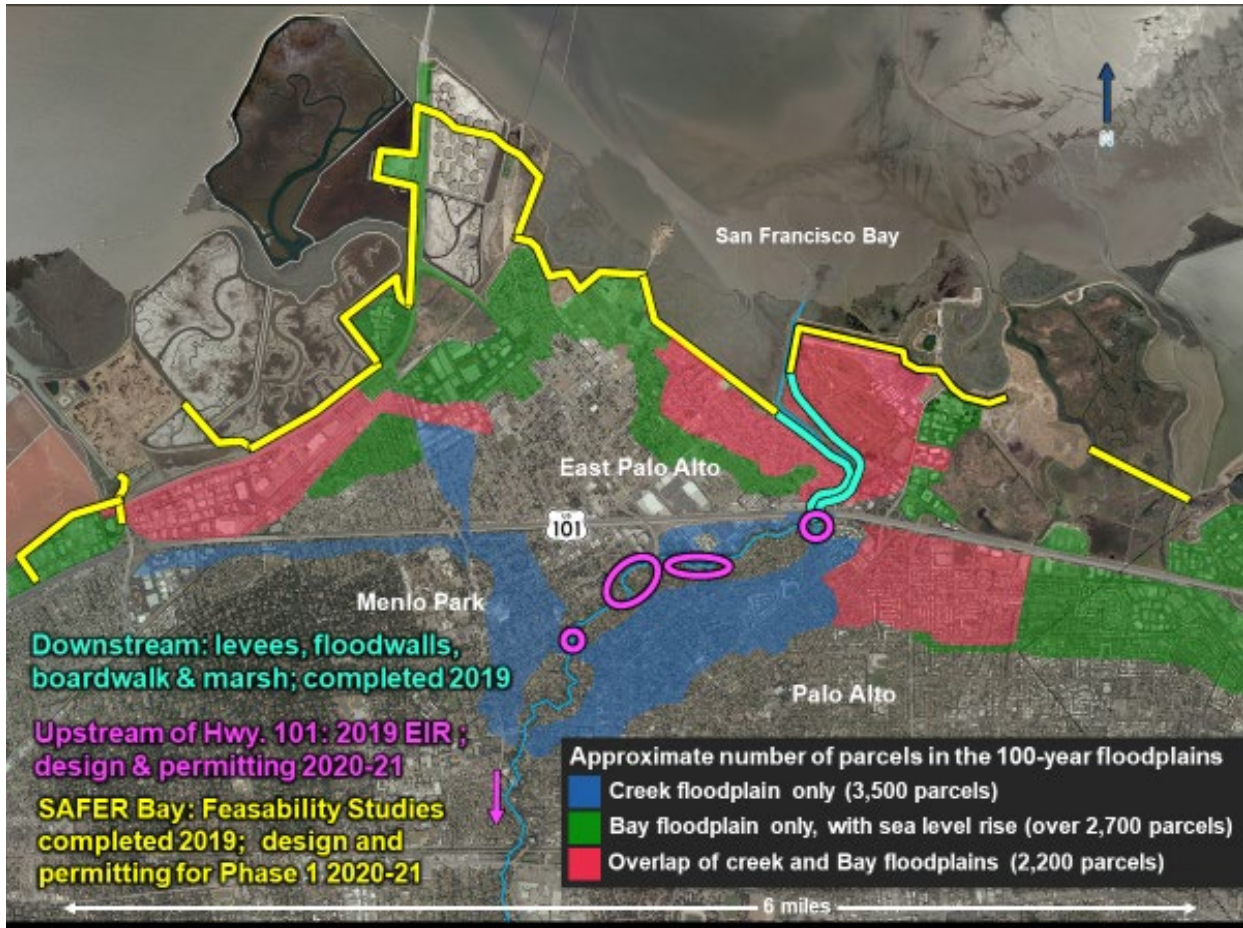
San Francisquito Creek has a history of recurring floods which have adversely impacted the safety and economic stability of the residents, businesses, and government property within the flood plain. Flooding within the watershed has been documented as far back as 1911, with significant flood events occurring in 1955, 1958, 1982, 1998, 2012, 2014 and 2017. San Francisquito Creek is flashy with periodic dry bed during summer and fall, and flooding as a result of winter rain.

The maximum instantaneous peak flow recorded on San Francisquito Creek at the Stanford University station occurred February 3, 1998, with a peak of 7,200 cfs. After record rainfalls, San Francisquito Creek overtopped its banks and inundated over 11,000 acres of land in Palo Alto, East Palo Alto, and Menlo Park, affecting approximately 1,700 residential and commercial structures.

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Source: FEMA Flood Insurance Rate Maps 2015. Panels 0311E; 001H, 0309E, 0314E

Figure 2. FEMA Floodplain Designation for Creek and Bay with approximate parcels in each that will be addressed by SFCJPA Projects

FEMA does not prepare maps of 70-year floods, but the hydraulic model used by the SFCJPA and our partners for the watershed indicate that the area is similar to a 100-year FEMA floodplain, but that depths of inundation are less than that for a 100-year flood.

3. Integrated Planning with Watershed Partners

The SFCJPA works across jurisdictional boundaries to coordinate and collaborate with a wide range of organizations to develop and implement projects that address a large part of the watershed system that could create or be affected by flood events. The SFCJPA organizational structure has been cited as a model for local governments in planning for climate change impacts in a case study by the Bay Conservation and Development Commission (BCDC), the San Francisco Bay National Estuarine Research

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Reserve (NERR) and the National Oceanic and Atmospheric Administration (NOAA) Coastal Services Center. The SFCJPA Board is composed of elected officials from each of our member organizations.

SFCJPA Members

The five SFCJPA members have collaborated on past key documents that affect the watershed, including the following: Bank Stabilization Master Plan, Total Maximum Daily Loads to achieve water quality standards and Stormwater Resource Plans for Green Infrastructure. The SFCJPA also provides advisory role on proposed projects that are constructed along the Creek.

In addition to our collaborative work, each of our member entities has related projects that will ultimately help achieve the SFCJPA overall goal and vision. The list below is not intended to be exhaustive but rather current projects that affect the watershed or projects that are part of our comprehensive plan.

Valley Water

Valley Water has specific funding for [San Francisquito Creek](#) as part of the Safe Clean Water and Natural Flood Protection Program, a parcel tax approved by voters in Santa Clara County in 2012. As the largest contributor of SFCJPA creek project funding, Valley Water not only provided approximately \$30,000,000 for the Downstream project construction, but also provided bid, award and construction oversight of the work. Valley water has provided the HEC-RAS stream flow modeling for our project work. Valley Water's Stream Maintenance Program covers San Francisquito Creek on the Santa Clara County side of the creek. In January 2020, Valley Water completed the [San Francisquito Creek Emergency Action Plan](#) to provide guidance on how Valley Water makes decisions during storm and flood events. It is consistent with the San Francisquito Creek Multi-Agency Coordination Operational Plan for Severe Flood events.

Valley Water also has several projects that will improve tidal flooding and address sea level rise like the Palo Alto [Flood Basin Tide Gates Project](#) which will replace the tide gates that protect homes and businesses in Palo Alto and the [San Francisco Bay Shoreline Project](#).

San Mateo County/ Flood and Sea Level Rise Resiliency District (FSLR)

The new FSLR effective January 2020 is a key partner for SAFER Bay. In addition, the FSLRD has a mission to address flooding and sea level rise within San Mateo County. We anticipate a continued partnership with San Mateo County as a funding partner for SFCJPA as well as for shared mission area to mitigate flooding, creek maintenance activities and land easements.

East Palo Alto

East Palo Alto was a key partner for the Downstream Project and continues with maintenance of the completed project along with Valley Water. East Palo Alto has taken the lead in implementation with a



portion of the SAFER Bay Project known as Phase 1 and has committed \$5.5 million of capital funding for construction and long-term maintenance.

Menlo Park

Menlo Park has provided strategic assistance to SFCJPA, including housing the SFCJPA for many years after formation, and continues to be a key stakeholder for our project work. The Upstream project will protect property and infrastructure and is primary reason that Menlo Park is a SFCJPA member. Menlo Park is a key stakeholder in the design and implementation of SAFER Bay Phase 1.

Palo Alto

Palo Alto has been a key stakeholder for the Downstream Project, Upstream Project and SAFER Bay. Palo Alto has several projects that are in the watershed, including the Newell Bridge replacement project with Caltrans, and their collaboration with Valley Water on the Flood Basin and the Shoreline Project. The [San Francisco Bay Shoreline Project](#) is a regional climate adaptation project from Palo Alto to Alviso. This regional project will incorporate the SFCJPA's 2019 SAFER Bay Feasibility Study for Palo Alto.

SFCJPA Partners

Our partners have included the US Army Corps of Engineers, Don Edwards National Wildlife Refuge, California Department of Water Resources, San Francisco Estuary Partnership, San Francisco Bay Restoration Authority, Stanford University, PG&E, East Palo Alto Sanitary District, CalTrans, US Geological Survey (USGS), South Bay Saltponds Restoration Authority (SBSPRA), San Francisco Estuary Institute (SFEI), Association of Bay Area Governments (ABAG), the San Francisco Regional Water Quality Control Board, and many other consultants, non-profit entities and regulatory agencies.

The work of the SFCJPA relies on collaboration and coordination. We acknowledge our role in the success of others, and their roles in our success. Not all past or present partners are listed among the illustrative examples below.

U S Army Corps of Engineers

The SFCJPA has a long-standing partnership with USACE. This includes collaboration on the initial hydraulic model for San Francisquito Creek (Noble 2009) and reviewing modifications to that model. USACE has been part of a CAP 205 Study in 2003 and a GI Study 2004-2020. We are now working with USACE on a CAP 205 restart to identify key project element(s) that may result in a favorable cost benefit ratio to alleviate floods. We recognize that the ACOE CAP 205 has a single mission for flood protection and that is why we are examining project elements, such as the Pope Chaucer Bridge replacement that best fit that definition.



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Department of Water Resources (DWR)

The DWR has been a key funding partner for SFCJPA projects, particularly through the Integrated Water Resources Planning Program and Local Levee Repair programs. DWR grant funding totals more than of \$17,000,000, with more than \$14,000,000 that enabled construction of the Downstream project, SAFER Bay Feasibility Studies and SAFER Bay Phase 1 design permitting. For the Upstream project, DWR has awarded almost \$3 million in funding in June 2020 from Integrated Regional Water Management Proposition 1, Round 1 funding that is being managed through the San Francisco Estuary Partnership.

California Office of Emergency Services/FEMA

The Cal OES/FEMA is a funding partner for both Upstream project and the SAFER Bay Phase 1 in East Palo Alto and Menlo Park. For the Upstream project OES/FEMA has committed \$8M for construction, including \$5M for creek widening areas and \$3M for Pope Chaucer Bridge.

Stanford University

Stanford University is the largest landowner in the watershed and an important watershed partner with the SFCJPA. We have worked closely with Stanford and used their sediment transport model for the Upstream project simulations. Our 2009 feasibility evaluation of potential upstream detention sites are all on Stanford land and Stanford has agreed to allow SFCJPA to evaluate this option.

The SFCJPA is supportive of Stanford's examination of options for the Searsville reservoir and consideration of the ways in which changes there will have an influence on the downstream portion of the watershed. The SFCJPA looks forward to working with Stanford University as their evaluation of options progresses.

South Bay Salt Ponds Restoration Authority (SBSPPRA)

The SBSPPRA has been a partner for the past six years on our SAFER Bay Project. We are working with the SBSPPRA Project Management Team on restoration of former salt ponds R1 and R2. This includes design options that are currently best suited for this area based on SBSPPRA adaptive management plan.

SFEI

The SFCJPA has partnered with SFEI since 2009 to develop [historical ecology](#) of the watershed and recommendations to improve flood control as part of [Flood Control 2.0](#). In 2016, SFEI assessed the condition of the [Santa Clara side of the watershed](#) using the widely accepted California Rapid Assessment Methodology.

We continue to explore our partnership with SFEI for SAFER Bay and rising groundwater.

NGO partners

The SFCJPA has relationships with several local non-profits, among them, the Watershed Council, Grassroots Ecology, Canopy, Nuestra Casa, Acterra, and The Nature Conservancy.

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The Watershed Council facilitated the development of the first collaboratively created watershed vision in 2005.

Grassroot Ecology is a restoration and educational partner with regular events that benefit San Francisquito Creek, including monthly water quality citizen science, invasive plant removal, coordination of community creek clean-up events, with many restoration projects in our watershed. Their native plant nursery has supplied phytophthora-free plants for our Downstream project and is located within the watershed in Palo Alto's Foothill Park.

The Nature Conservancy is a partner with the SFCJPA for nature-based flood protection and assessing the economic value of wetlands.

Nuestra Casa is a new partnership developed in 2019 for public outreach for the SAFER Bay Phase 1 Project to specifically engage economically disadvantaged members of our communities.

Stormwater Resource and Green Infrastructure Plans

The City/County Association of Governments of San Mateo County developed a [Stormwater Resource Plan in February 2017](#) that used a watershed approach to identify and prioritize projects for implementation.

In 2019, the Santa Clara Valley Urban Runoff Pollution Prevention Program and Valley Water developed a [SWRP](#) for the Santa Clara county side of San Francisquito Creek.

The SFCJPA reviewed and provided input to each of these plans.

Each of our member cities is or has developed Green Infrastructure Plans that are consistent with the Stormwater Resources Plans. The SFCJPA believes that green infrastructure has an important role in managing stormwater runoff on a local level and encourages implementation where possible.

4. Comprehensive Flood Protection and Ecosystem Restoration Program

This section discusses SFCJPA projects and how they work together to form a suite of interrelated projects each with independent benefits, but together form a cohesive program. The following projects are components of the SFCJPA's overall plan to provide 100-year flood protection and improve habitat and ecosystems.

[San Francisco Bay to Highway 101: Downstream Project](#)

This completed Downstream project was the necessary first step in our plan. The project included widening the creek channel, constructing new setback levees and flood walls, and creating in-channel marsh plain. In total, this project created more than 22 acres of new and improved marsh plain and



added new trails on top of the levees that connect to the San Francisco Bay Trail and West Bayshore Road.

This project specifically incorporated consideration of three feet of sea level rise. When considering the safety factor of FEMA freeboard, the project as built protects against 100-year creek flows and up to 10 feet of sea level rise compared to today's daily high tide. (Completed June 2019).

Highway 101 to Pope Chaucer Bridge: Upstream Project

This project is designed to provide protection to people and property from a flood event similar to the 1998 event, which is considered a 70-year flood, while maintaining or improving the natural character of the banks and channel, and improving in-channel habitat. The 70-year flood is the largest recorded flood since the US Geological Survey began measurements in the 1930's.

This project will remove constrictions in the creek channel including concrete structures at five locations beginning at the upstream face of West Bayshore Road and continuing upstream of University Avenue. This area around these project elements is fully developed, with Woodland road on the Menlo Park side and residential properties lining the opposite creek bank in Palo Alto. Most of the creek widening areas are constrained by engineering considerations, including shear stress and velocity requirements, and require updated hard armoring, while incorporating improvements to habitat. At one location in East Palo Alto, a large concrete structure will be removed, the creek bank will be regraded to a more natural configuration and planted with native riparian vegetation.

The Pope Chaucer Bridge, which is a concrete culvert, will be replaced with a new bridge and the natural creek bed will be restored. The new bridge will be as open as possible, taking into consideration constraints on the bridge design including existing homes in the area, maintaining street elevations, and ensuring safe pedestrian access. The intersections on both the Palo Alto and Menlo Park sides will be matched to the existing elevation (Construction anticipated 2022-2024).

100-Year Flood Protection

Meeting the Federal Emergency Management Agency (FEMA) requirements for 100-year flood protection, including FEMA freeboard is envisioned as an additive project that was evaluated at a programmatic level in our September 2019 Environmental Impact Report. "Freeboard" is the amount of additional protection needed to modify FEMA floodplain maps and eliminate the need for home and business owners to purchase flood insurance. Just as our project from Highway 101 to El Camino does not provide 100-year protection with FEMA freeboard by itself, the topography of the upper watershed does not allow for upstream detention at the scale needed to provide 100-year protection with FEMA freeboard on its own. Only a combination of the completed Downstream and planned Upstream water conveyance and capacity improvements, coupled with upstream detention and/or other similar flow reduction or floodproofing features can achieve 100-year protection with FEMA freeboard for San Francisquito Creek.



One ongoing effort that may contribute to reducing flows downstream is Stanford University's planned modifications to Searsville Dam (which Stanford University is leading) that will allow for free flow conditions during normal weather but provide check-dam detention during large flow events. Another alternative could be constructing off-stream detention capacity that would provide similar benefits as the Searsville Dam project.

The SFCJPA Board affirmed their commitment to this project and has dedicated funding to evaluate it. The SFCJPA is working closely with Stanford for access to and information about the area to adequately evaluate potential options on Stanford lands. Data collection for a project level evaluation of potential alternatives that can achieve 100-year flood protection with FEMA freeboard is planned to be initiated early 2021.

[Tidal flood protection and marsh restoration- Strategy to Advance Flood Protection and Ecosystem Restoration along San Francisco Bay \(SAFER Bay Project\)](#)

The Strategy to Advance Flood protection, Ecosystem restoration and Recreation Project (SAFER Bay) addresses tidal flood protection by improving or rebuilding flood protection features along San Francisco Bay within SFCJPA jurisdiction. Public Draft Feasibility reports were issued in 2016 for East Palo Alto and Menlo Park, and in 2019 for Palo Alto. This project is intended to close the protection gap in the tidally influenced areas outside of our completed project from San Francisco Bay to Highway 101 described above.

We are currently moving forward with a portion of this project in East Palo Alto and Menlo Park for a project known as SAFER Bay Phase 1. We are coordinating with permitting agencies, are working on a conceptual design, project description, and communicating with stakeholders. The SFCJPA is partnering with the South Bay Salt Ponds Restoration Authority to restore Ponds R1 and R2 as part of this project to achieve a resilient "South Bay Sponge" to address sea level rise.

Our completed Downstream project provides protection against flooding from San Francisquito Creek, but the SFCJPA cannot request a letter of map revision from FEMA because much of the area is also in the FEMA tidal floodplain from San Francisco Bay. The SFCJPA's ultimate goal is to remove properties from the FEMA floodplain, and the associated requirement for flood insurance. SAFER Bay Phase 1 will build new levees and other flood control structures along the Bay in East Palo Alto and Menlo Park over the next few years and when these planned improvements are built, the area will be protected from both creek and tidal flood threats, and can then be removed from the FEMA flood maps. The SFCJPA will submit a request for map revision to FEMA after tidal flood risks are mitigated by SAFER Bay Phase 1.



We plan to submit a Notice of Preparation for environmental documentation in early 2021. This project incorporates the same protection criteria as the completed Downstream project from San Francisco Bay to Highway 101.

5. Stewardship

This section addresses long term actions, including monitoring and maintenance of implemented work. The SFCJPA facilitates an annual maintenance walk with member agencies, Stanford and Grassroots Ecology. The walk identifies key maintenance actions required prior to the rainy season and assigns responsibilities for action to each member entity. The annual maintenance walk also identifies areas for annual creek cleanup by community volunteers.

All of the SFCJPA's projects provide for watershed stewardship, for both short and long term. In the short term, up to 10 years after project completion, monitoring and assessment is performed for the project's components and overall health of the watershed in the project area as part of the Mitigation and Monitoring Plan. In the long term, the project's Operation and Maintenance manual specifies annual assessments of project performance and five-year plans to evaluate the project's effect on the watershed. These Operation and Maintenance manuals form the basis for long term stewardship in the Watershed.

The SFCJPA has or will delegate maintenance actions to member agencies where a project is located. For example, Valley Water and the City of East Palo Alto are the leads for long term operations and maintenance for our project between S.F. Bay and Highway 101.

6. Stakeholder Engagement

Ensuring the SFCJPA has the community's trust and confidence is essential to maintaining the SFCJPA's ability to execute projects. The SFCJPA's primary responsibility is to implement flood risk mitigation projects. These must also integrate as many co-benefits as possible – such as ecosystem restoration and recreation opportunities - into project design and construction.

The goals of community and stakeholder engagement are to:

- Promote awareness of the SFCJPA, its purpose, roles, responsibilities and priorities, and its multi-benefit creek or bay shoreline flood mitigation projects by informing community members and stakeholders.
- Engage community members and stakeholders for the purposes of understanding community and stakeholder priorities and to refine and improve project design and implementation based on community and stakeholder input.



- Support community members and stakeholder involvement in the public engagement processes.

(Center for Economic and Community Development, Engagement Toolbox, at <https://aese.psu.edu/research/centers/cecd/engagement-toolbox/>).

Tools and Approaches

Electronic communications will be used to support community and stakeholder engagement. There are various tools and options for the purpose, some are more suitable to the SFCJPA than others.

Website - Our website at www.sfcjpa.org is the SFCJPA's main platform for sharing important information, projects, events and activities of the SFCJPA and its members or regional partners. The website hosts organizational documents, board meeting records, key project documents and schedule of meetings and events. The website also features the Flood Early Warning System, real-time stream level monitor. This is an important community asset for winter flood response preparedness.

Newsletters – A newsletter, should the SFCJPA choose to implement one, can be an effective way to keep community members and stakeholders informed about the SFCJPA's activities. Future newsletters may be published on our website, as well as emailed to those who request. Special announcements may also be sent out via email specific distribution lists to ensure community members and stakeholders are aware of critical information.

Social Media – Various social media tools can be useful for reaching community members and stakeholders. However, maintaining social media accounts requires regular updates and dedicated staff with time for one-on-one engagement. With our small staff, and other mechanisms for outreach, our presence on these social media platforms is currently a low priority. The SFCJPA may choose to selectively use NextDoor, as it can be an effective platform for reaching local residents about specific events or issues.

Print and Traditional Media – The SFCJPA will maintain connections with local media outlets and keep them informed through media alerts when appropriate.

Meetings & events - Regular in-Person meetings are an exceptional way to engage community members and stakeholders. However, for as long as the COVID-19 pandemic is a consideration, any in-person meetings must be carefully limited. In the future, in-person meetings will be utilized for project updates, tours for interested stakeholders, various working groups and committees, and other special events.

Informal in-person, "office hours" meetings – SFCJPA Board members and/or the Executive Director may set up informal opportunities for community members to visit and discuss creek or bay margin projects in an unscripted and informal setting. These settings may only reach a few community members at a time, but provide a relaxed setting, convenient to community members



Board meetings – In addition to being the primary vehicle by which the SFCJPA Board conducts business, regular board meetings provide an opportunity to hear from community members and to share information about SFCJPA operations and projects with stakeholders.

Study sessions – These non-action item board meetings are an opportunity to explore topics of relevance to the SFCJPA. Study sessions often feature both in-house and outside experts presenting information. Study sessions provide community members and stakeholders the opportunity to hear the same information as the board, and to ask questions of the presenters. Study sessions conducted in person are typically hosted in a seminar format, with presentations, question and answer sessions and perhaps break-out groups for discussion and reporting back to all attendees.

Webinars – Webinars or video and audio presentations, with a Q&A component, can be recorded and archived on the SFCJPA’s website for future reference. Brief webinars, focusing on one topic, can be coordinated, promoted via newsletters or NextDoor posts, with moderate staff time and effort. Staff may choose to conduct the presentations themselves or find experts to make presentations. In the future, may be helpful for informing and engaging community members on a variety of topics, including stream stewardship, the natural history of the San Francisquito Creek, or the potential impacts of sea level rise.

Project Update Community meetings – Meetings and presentations specific to project updates are an important mechanism for informing community members and stakeholders who have a direct interest in the activities associated with a project, or phase of a project. In situations where project neighbors may be negatively impacted by project activities, informing community members of what to expect, what actions the SFCJPA and its contractors are taking to mitigate or minimize negative impacts, and who to contact with questions or concerns, can go a long way in alleviating community member’s concerns or mistrust over project activities. One possible element of Project Update Community meetings may include project walk-arounds and tours of project elements, providing community members and stakeholders an opportunity to see the project in context.

One-on-One calls or meetings – Personal outreach to community members and stakeholders may be time-intensive but is an essential tool for building understanding between SFCJPA staff and community members and stakeholders.

Tours – As part of project updates, or as stand-alone activities, tours for community members and stakeholders provide an opportunity for staff to explain our projects in the context of the natural and human ecology of the San Francisquito Creek and the Bay margin.

Other meetings

CEO & City Manager’s Meetings – These regular meetings, held approximately every two months, enable the SFCJPA to brief member agency staff leadership on the status of the SFCJPA’s work, including legal issues, project activities, project funding, project regulatory permitting, etc.



San Francisquito Creek Multi-Agency Coordination for Emergency Planning/Public Safety (MAC) – A MAC group and associated operations plan was formed in 2015 to facilitate a common flood and severe weather response for San Francisquito Creek that historically has impacted each member. The SFCJPA supports the MAC, which was composed of the following stakeholders in 2019; but other members may be added as indicated:

- City of East Palo Alto
- City of Menlo Park
- City of Palo Alto
- County of San Mateo
- County of Santa Clara
- Menlo Park Fire Protection District
- Valley Water
- SFCJPA
- Stanford University
- CalFire

The MAC Operations Plan is developed and maintained by the Palo Alto Office of Emergency Services (OES), as the chair of the MAC group. The plan describes coordination between member agency emergency operations staff and typically includes an annual briefing and table-top exercise to test the concepts and mobilization activities, as well as an After-Action Review of the Plan with stakeholders.

Engaging volunteers and building educational partnerships – The SFCJPA has a long history of supporting volunteer activities, including educational, fraternal, community and other outreach activities. We have supported educational research projects related to the Creek, promoted creek advocacy and support many community events such as Bay Day, Earth Day and Coastal Cleanup.

Volunteer opportunities have included:

- Tabling events and coordinating or presenting webinars
- Providing content for newsletters, blogs, and photographs or featuring the Creek or Bay margin on the SFCJPA website and/or in newsletters
- Promoting and coordinating community tours of various aspects of the creek and bay margin

The SFCJPA has supported high school and college internships in the past. Interns are an option when funding can be secured to support paid, short-term, focused engagements. The SFCJPA has supported educational partnerships with local schools, colleges and universities as requested.

In the future, we may expand our presence in the community through additional coordination of volunteer support, as the Creek provides a rich opportunity for local community members, learners and educators.



7. Advocacy

As a government agency, there are limitations on advocacy. The agency may advocate for its interests before local, State and federal legislatures, but is limited in its scope to advocate to community members and stakeholders. Education takes the place of advocacy in all communications to community members and stakeholders. There are also targeted educational opportunities including community events described above as part of SFCJPA outreach activities. In addition, the SFCJPA routinely coordinates with staff of local, state and federal elected representatives to brief them on SFCJPA projects, progress and issues. Elected representatives can play a key role in the success of SFCJPA projects, so ensuring their staff is well-informed is an important investment of the Executive Director and SFCJPA Board members.

Education – All elements of the community and stakeholder engagement can be described as education. With regard to building support for the long-term success of the SFCJPA, certain ideas or messages are important to instill. For example: acknowledging the importance of Valley Water’s Safe Clean Water and Natural Flood Protection Program that is a large funding mechanism for SFCJPA projects, and the proposed renewal of this parcel tax measure on the November 2020 ballot, highlighting the importance of stream-side property owner stream stewardship, and elevating the importance of long-term funding for urban stream and bay margin flood mitigation and resilience projects.

To convey these messages, and any other timely priorities, SFCJPA Board and Executive Director may engage local elected representatives, regularly brief member City Councils and our County Supervisors (ideally twice a year) and inform local candidates about SFCJPA projects.

Advocacy – The Executive Director and SFCJPA Board may engage in advocacy before local, State and federal legislative bodies on issues of importance to the SFCJPA.

Advocacy may take the form of support letters, participating in advocacy coalitions, meeting with individual policymakers to make the SFCJPA’s case, or providing written or verbal testimony to committees or other bodies of elected or appointed officials.

In the future, the Board and staff of the SFCJPA might choose to identify a specific set of policy issues and positions to facilitate advocacy engagement.

Access to funding and funding sources will likely be a relevant issue for the life of the SFCJPA. For example, there may be Statewide Climate Resiliency Bond measure issued in the future. This, and similar bond measures that provide flood risk mitigation, environmental restoration and stewardship are issues the SFCJPA should strongly support and be engaged in.



8. Funding

The SFCJPA has two funded components: operations and projects. Operations are funded through annual contributions from its five constituent members. Projects have been funded through a combination of funding from Valley Water's Safe Clean Water and Natural Flood Protection Program assessment revenues, additional contributions from member agencies, grant funding from the Department of Water Resources, State Water Resources Control Board, the Army Corps of Engineers and other non-profits. In late 2020, the SFCJPA will be developing a funding roadmap for the Upstream project. This roadmap will consider a broad range of funding options and will prioritize near and long-term funding strategies, which will include some or all of the options described below.

The [Protecting the Bay Working Group](#) has chosen to focus on the SFCJPA's SAFER Bay project for its assessment of the flood risk reduction benefits of salt marshes, and subsequent development of climate finance mechanisms. This working group consists of local stakeholders (San Mateo County Supervisor Dave Pine, Flood and Sea Level Rise Resiliency District, San Francisco Estuary Institute) and others focused on flood risk mitigation and natural infrastructure statewide (California Department of Insurance, California State Coastal Conservancy) and globally (TNC, Swiss RE).

Operations funding – Sponsorships are one possible additional operational funding source. These are gifts given directly to the SFCJPA to support specific operational purposes or activities. Typically, sponsorships are sought from private or corporate donors, who believe the purpose of the donation also helps them in some way. Such donations may be tax deductible charitable contributions for private or corporate donors. Sponsorships might support elements of the SFCJPA's operations, such as paying an internship stipend, covering the costs to host a special event, or for the creation of a publication. Sponsorships might also be sought for ongoing ecosystem stewardship, recreational facilities and their maintenance. These activities are associated with projects but are themselves not capital projects.

Project Funding - The SFCJPA will continue to seek local and state contributions while also evaluating new funding opportunities.

Potential future funding mechanisms for projects include expansions of existing mechanisms, such as state agency grants funded through revenue bonds. Future revenue bonds may include a Statewide Climate Resiliency Bond measure, which may be on the ballot in the next couple of years. This, and similar bond measures that provide flood risk mitigation, environmental restoration and stewardship are issues the SFCJPA should strongly support and be engaged in.

Member contributions – the SFCJPA's members may choose to contribute funding or to provide collateral for low interest rate loans for project construction.

Philanthropy/Capital Campaign – Non-profit organizations such as museums, zoos or charitable organizations sometimes fund large investments in capital facilities through capital campaigns. These are well-organized, targeted fund-raising campaigns, seeking donations to fund large capital projects.

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While it may be unusual for a local government agency to conduct a capital campaign to fund projects such as creek channel modifications, flood detention basins, or bay margin levees, it is an option to consider.

General Parcel Taxes – This mechanism is what funds the SCW program implemented by Valley Water. This provides a predictable, long-term revenue stream, which Valley Water apportions based on number of parcels and flood risk mitigation project needs. In November 2020, Santa Clara County voters will have an opportunity to vote on updates to and the extension of the SCW program. Whether or not the outcome of this ballot measure is successful will have a significant impact on funding for the San Francisquito Creek flood mitigation and restoration projects.

Parcel taxes may be assessed by a JPA, including the SFCJPA. According to California law, these parcel tax assessments must be approved by a two thirds vote.

Community Facility or Benefit Assessment District – Community Facilities Districts, or Benefit Assessment Districts can be established by local governments as a means of obtaining additional public funding to pay for public works and some public services. Assessment Districts are a "property tax" mechanism and are established for a specific geographical area receiving a special benefit from specified public improvements and services. This approach may be an effective mechanism for raising revenues from property owners impacted by creek flooding and sea level rise.



References

Bort, Daniel C. 2015. *An Introduction to California Mello-Roos Community Facilities Districts*. September 24, access through Orrick <https://www.orrick.com/en/Insights/2015/09/An-Introduction-to-California-Mello-Roos-Community-Facilities-Districts>

Center for Economic and Community Development, Engagement Toolbox ; accessed September 11, 2020. <https://aeese.psu.edu/research/centers/cecd/engagement-toolbox/>

Civicmic 2019. *Benefit Assessment Districts in California* December 19, 2019 <https://civicmic.com/benefit-assessment-districts-in-california/>

National Academies Press, 2015. *A community-based flood insurance option* <https://www.preventionweb.net/publications/view/45261>

San Francisquito Creek Joint Powers Authority (SFCJPA). 2004. *San Francisquito Creek Watershed Analysis and Sediment Reduction Plan*. Prepared by Northwest Hydraulic Consultants, West Sacramento, CA. May 2004.

SFCJPA 2009. *San Francisquito Creek Flood Reduction Alternatives Analysis*, PWA Philip Williams & Associates, Ltd. with H.T. Harvey and Associates, Prepared for the San Francisquito Creek Joint Powers Authority.

San Francisquito Creek Water Shed Council 2005. *A Stakeholder Vision for San Francisquito Creek: A View from 2005*

San Francisco Bay Regional Water Quality Control Board. 2015. *California Regional Water Quality Control Board San Francisco Bay Region Basin Plan*.

San Mateo County. 2018. *San Mateo Plain Groundwater Basin Assessment, Final July*. <https://www.smcsustainability.org/energy-water/groundwater/>

San Francisco Estuary Institute (SFEI) 2017. Lowe, Sarah, Micha Salomon, Sarah Pearce, Josh Collins, and Douglas Titus. 2017. *Lower Peninsula Watershed Condition Assessment 2016: Southwest San Francisco Bay, Santa Clara County, San Francisquito to Stevens Creeks. Technical memorandum prepared for the Santa Clara Valley Water District – Safe, Clean Water and Natural Flood Protection Program, Priority D5 Project. Agreement #A3765F-Task 5*. San Francisco Estuary Institute, Richmond, CA. Contribution # 809. Available at: <http://www.valleywater.org/SCW-D5.aspx>

SFEI 2016. *San Francisquito Creek Baylands Landscape Change Metrics Analysis*. A Report of SFEI-ASC's Resilient Landscapes Program, Publication #784, San Francisco Estuary Institute-Aquatic Science Center, October 22, 2020



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Richmond, CA. <https://www.sfei.org/documents/san-francisquito-creek-baylands-landscape-change-metrics-analysis>

SFEI 2009. Hermstad, D., Cayce, K. and Grossinger, R. (2009). Historical Ecology of Lower San Francisquito Creek, Phase 1. Technical memorandum accompanying project GIS Data, Contribution No. 579. Historical Ecology Program, San Francisco Estuary Institute, Oakland, California.
<https://www.sfei.org/documents/historical-ecology-lower-san-francisquito-creek-phase-1>

San Mateo County. 2018. San Mateo Plain Groundwater Basin Assessment, Final July.
<https://www.smcsustainability.org/energy-water/groundwater/>

United States Geological Survey (USGS) 2005. *San Francisquito Creek - the problem of science in environmental disputes: joint fact finding as a transdisciplinary approach toward environmental policy making*; 2005; PP; 1710; Rofougaran, Nicolas L.; Karl, Herman A.

USGS Water Resource Investigation Report *Streamflow gains and losses along San Francisquito Creek and characterization of surface-water and ground-water quality, southern San Mateo and northern Santa Clara counties, California, 1996-97; 2002; WRI; 2002-4078; Metzger, Loren F.*



Glossary

This glossary is intended to assist the reader with words that they may not be familiar with, especially as they relate to San Francisquito Creek.

Alluvial fan- a triangle-shaped deposit of gravel, sand, and smaller pieces of sediment, such as silt. These unconsolidated deposits, or alluvium, are left by flowing streams. Alluvial fans are typically thicker close to streams and thinner at the outer edges.

Groundwater in the alluvial fan formed by San Francisquito Creek forms a productive aquifer known as the San Francisquito Creek Cone (named for the general cone shape).

Anadromous- is the term that describes fish born in freshwater who spend most of their lives in saltwater and return to freshwater to spawn, such as salmon and some species of sturgeon.

Beneficial Uses- As defined in the California Water Code, beneficial uses of the waters of the state that may be protected against quality degradation include, but are not limited to, domestic, municipal, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

The beneficial use category is related to the California's water quality protection goals. For water with multiple beneficial uses, the beneficial use with the higher level of protection is used.

cfs - cubic feet per second, a measure of flow velocity

Engineered stream bed material- (ESM) this is a mix of boulders, cobbles and pebbles used to stabilize creek bottoms and banks. The mix is site-specific, and depends on stream hydraulics and design criteria. The rocks are strategically placed to minimize scour, largest to smallest, tamped into place, and then covered with sand to minimize movement within design parameters.

ESM looks and functions much like a natural stream bed, and has already been used in San Francisquito Creek in the Bonde Wier removal project that was completed in 2013. The SFCJPA prefers the use of ESM where possible over rock slope protection that uses uniform sized cobbles.

FEMA- Federal Emergency Management Agency, a federal agency that prepares for and responds to disasters. In 2003, FEMA became part of the Department of Homeland Security.

Freeboard- term used by the Federal Emergency Management Agency's National Flood Insurance Program to describe a factor of safety, usually expressed in feet above the 1-percent-annual-chance flood level.

Flashy- Stream that rapidly collects flows from the steep slopes of its catchment (watershed) and produces flood peaks soon after the rain that subside rather quickly after the cessation of rainfall. San Francisquito Creek is considered to be a flashy creek.



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Groundwater Water held underground in the soil or in pores and crevices in rock. that collects or flows beneath the Earth's surface, filling the porous spaces in soil, sediment, and rocks. Groundwater originates from rain and from melting snow and ice and is the source of water for aquifers, springs, and wells.

Overbank- flows that exceed top of channel margins; flood flows

Perched Creek- A stream with a bottom that is above that of the groundwater table and thus is separated from underlying groundwater. This condition can vary seasonally and annually depending on the amount of precipitation, as well as in different sections of the same streambed. Another term for this is a losing stream because it can recharge ground water unless there is a confining layer that inhibits percolation. A gaining stream is a stream bottom that is below the top of the groundwater table and is thus directly hydraulically connected with groundwater.

Refugia-a natural or constructed feature that provides a resting area for animals. The San Francisquito Creek constructed five high tide refugia islands for salt marsh harvest mice and California Ridgeway's Rail to adapt to rising tides. We also installed rootwads and rock berms that provide habitat and refuge for fish in the creek. Our upstream project has incorporated similar features and also includes pools and riffles for fish.

Riparian- Riparian areas are lands that occur along watercourses and water bodies. Typical examples include flood plains and streambanks. They are distinctly different from surrounding lands because of unique soil and vegetation characteristics that are strongly influenced by the presence of water. A riparian area or zone is illustrated below:

Major components of a stream or water body riparian area—Riparian areas can be symmetrical or asymmetrical in shape. The topography and hydrogeology determine the plant and animal communities associated with the width or meandering riparian area configurations.

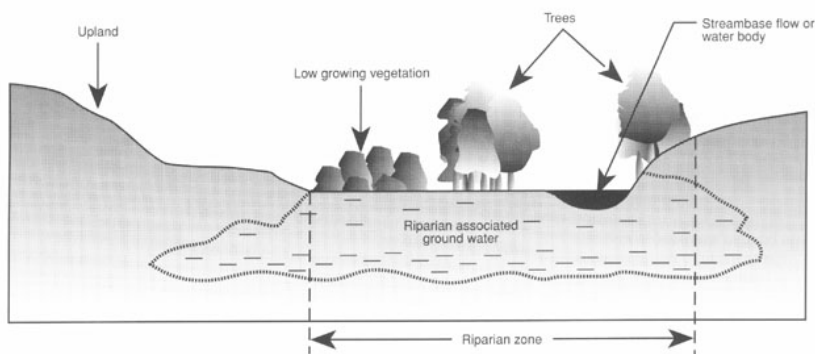


Image source: USDA, NRCS



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Scour- Net removal of sediment from stream by action of water flow. Scour may be measured in volume of sediment removed from a channel reach, in average depth of sediment removal from an area, in average change of depth at a cross section, or in change of depth at a point.

Streambed scour is the mobilization/fluctuations in the vertical position of the bed of a stream as material is eroded and degrades. Some degree of streambed fluctuation is natural process; however, urban development and floodplain encroachment have resulted in excessive channel incision or bed lowering during larger flow events in San Francisquito Creek.

Salmonoid spawning success requires that deep scour of the bed does not occur during the time the eggs are incubating in gravel deposits.

Sediment- A collective term for rock and mineral particles that 1) are being transported by a fluid (sediment in transport, suspension, or motion) caused by the fluid motion or 2) have been deposited by the fluid (i.e., sediment deposits).

Sheet Pile- Sheet piles are three dimensional vertical sections, most commonly made of steel, that interlock to form a continuous wall that can hold back soil and/or water. The term sheet piling refers to any retaining wall type that is a) installed into the ground by driving or pushing, rather than pouring or injection.

Stage- The level of the water surface in a stream, river, or reservoir, measured with reference to some datum.

Stream Bank- The sloping margin of a stream or river that confines flow to the natural channel during normal stages.

Toe of Bank- The "toe" lies at the bottom of the creek side slopes or banks, and supports the weight of the bank. The toe is the area that is most susceptible to erosion because it is located in between the ordinary water level and the low water level, and it is the area most affected by currents and/or storm flows.

Top of Bank- The point along the bank of a stream where an abrupt change in slope is evident, and where the stream is generally able to overflow the banks and enter the adjacent floodplain during an annual flood event. Determination of the top of bank is site specific and vary along a bank. This determination may require a survey but is important to creek protection policies and buffers.

Total Maximum Daily Load (TMDL): An evaluation of the condition of an impaired surface water on the Section 303(d) List that establishes limitations on the amount of pollution that water can be exposed to without adversely affecting its beneficial uses, and allocating proportions of the total limitation among dischargers to the impaired surface water.

Tidal/Tidal Influence- areas that are subject to the ebb and flow of tides. San Francisquito Creek is tidal in Reach 1 from San Francisco Bay to Highway 101.

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Undergrounding- utility lines or piping that is moved from above ground to below ground.

Waters of the State- Defined more broadly than “waters of the United States and includes “any surface water or groundwater, including saline waters, within the boundaries of the state” (Water Code section 13050(e)). The definition is broadly interpreted to include all waters within the state’s boundaries, whether private or public, including waters in both natural and artificial channels. California includes riparian area of creeks, from Top of Bank to Top of Bank, rather than mean high water as interpreted federally. This broader application stems from the Porter-Cologne Act that expands the aerial extent of the Water Quality Control Boards’ authority as waters of the State. The Porter-Cologne Act also requires the Water Board to address both indirect and direct impacts of activities (including downstream impacts), as well as possible future impacts that can result in the degradation of water quality.

Waters of the United States.- Very generally refers to surface waters, as defined by the federal Environmental Protection Agency in 40 C.F.R. § 122.2. In 2020, waters of the U.S. were defined to expressly to include the following:

- Territorial seas, and waters that are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including waters which are subject to the ebb and flow of the tide;
- Tributaries;
- Lakes and ponds, and impoundments of jurisdictional waters; and
- Adjacent wetlands.

The 2020 rule also has specific exclusions from waters of the U.S., including:

- Groundwater
- Ephemeral features, including ephemeral streams, swales, gullies, rills, and pools;
- Diffuse stormwater run-off and directional sheet flow over upland;
- Ditches that are not “waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including waters which are subject to the ebb and flow of the tide;”
- Tributaries; and non-ephemeral wetlands that are adjacent to waters of the United States;
- Prior converted cropland; artificially irrigated areas,
- Artificial lakes and ponds, or water filled depressions from mining or construction
- Stormwater and control features constructed or excavated in upland or in non-jurisdictional waters to convey, treat, infiltrate, or store stormwater runoff;
- Groundwater recharge, water reuse, and wastewater recycling structures, including detention, retention, and infiltration basins and ponds, constructed or excavated in upland or in non-jurisdictional waters; and
- Waste treatment systems.