

Agenda Item 5.B. – Authorizing the Acting or Interim Executive Director to Negotiate and Execute Amendment No. 9 to the Existing Contract with Environmental Science Associates

Background

Environmental Science Associates (ESA) was retained on April 23, 2020, for the Reach 2 Project to develop a Mitigation and Monitoring Plan (MMP), Restoration Elements of Civil Design, and Landscape Design for the San Francisquito Creek Flood Protection, Ecosystem Restoration and Recreation Project Upstream of Highway 101. The original contract amount was \$98,300. A summary of amendments and costs are provided in Table 1 below.

Amendment	Scope	Date	Cost
1	Permit support for the overall Reach 2 Project	10/22/2020	\$35,840
2	Tree Inventory mapping	1/29/2021	\$8,500
3	Hydraulic Modeling and Design of Fish Features, Agency meetings, Tribal Cultural Testing and Monitoring Plan, conceptual rendering of Site 2 following restoration.	4/29/2021	\$78,000
4	60% and 90% Landscape Plans for Site 2 and Reller Restoration Site	2/17/2022	\$27,270
5	USACE CAP permitting support and City of Palo Alto Newell Road Bridge Permitting Support (remove from draft Reach 2 application submitted July 2022, and resubmit just for Newell Road Bridge)	6/13/2023	\$56,801
6	Additional Round of revisions to 90% overall restoration designs and additional Resource Agency Meeting	3/29/2024	\$26,364
7	Revisions to Newell MMP	12/20/2026	\$9,916
8	Final revisions to MMP	4/7/2026	\$650

The current contract total is \$341,641 through Amendment #8.

Under Amendment #9, ESA will bring the existing 90% landscape plans for the Reller site to 100%, prepare draft and final bidding specifications, provide bidding support, and construction support and oversight of the restoration work.

This amendment does not make any changes to the 90% designs for Site 2 restoration; these sheets have already been incorporated into Valley Water's 2023 Reach 2 90% designs. The focus of this amendment is to finalize and bid the plans for a creek-side parcel on the Menlo Park side of the creek that was donated in 2021 by Mr. William Reller. The final disposition of this parcel, known as the Reller Parcel, is expected to be transferred to either the City of Menlo Park or OneShoreline. This parcel is being used as partial mitigation for the impacts of the Newell Road Bridge replacement project.

The cost of Amendment #9 is \$63,842. With the execution of Amendment #9, the total contract not-to-exceed amount is \$405,842. This will complete work on this contract.

Recommendation

Consider and approve Resolution 26-08-27-A, authorizing the Acting or Interim Executive Director to negotiate and execute Amendment No. 9 to the existing contract with Environmental Science Associates (ESA) for Reller parcel that serves as partial mitigation for the Newell Road Bridge project, for a not-to-exceed amount of \$63,842, bringing the final contract not-to-exceed amount to \$405,483.



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July 22, 2026

Tess Byler, PG, CHG
San Francisquito Creek Joint Powers Authority
750 Menlo Ave., Suite 250
Menlo Park, CA 94025
Via email: tbyler@sfcjpa.org

Subject: San Francisquito Creek Reller Restoration Site Support: Modification #9

Dear Ms. Byler:

Environmental Science Associates (ESA) appreciates the opportunity to submit this final amendment proposal for final design and bidding and construction period support services for the Reller restoration site to the San Francisquito Creek Joint Powers Authority (Client).

Scope of Services

ESA prepared the 60% and 90% landscape construction documents for the Reller restoration site under Amendment 1 to our existing contract with the Client. This scope of services will support final design and implementation of the landscape design for the Reller restoration site, which is associated with the City of Palo Alto's Newell Road Bridge Replacement Project.

Task 13.1: Project Management

This task includes up to two coordination meetings between SFCJPA staff and ESA's Project Manager and landscape architect to discuss project progress and topics regarding the tasks described below. The progress meetings will occur by web-conferencing.

Deliverables:

- Up to 2 meetings, including meeting notes of action items in email format.
- Monthly invoices

Task 13.2: Landscape Architecture Support

The original scope for the Reller Restoration Site 90% Design Plans were approved in 2020 and completed in 2024. Added scope to finalize the plans is provided below.

Subtask A: 100% Drawings and Specifications for the Reller Restoration Site

ESA will issue Final 100% stamped and signed landscape construction drawings for the Reller Restoration Site (3 sheets) and Draft and Final 100% Division 2 Specifications. ESA will prepare the 100% deliverables based upon the 90% Drawings and 90% Specifications and one site visit to confirm existing site conditions.



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The budget for this task assumes that the SFCJPA will provide 1 round of consolidated written comments on the Draft 100% Specifications with conflicting comments resolved.

Specifications will include the following sections:

- Site Preparation
- Erosion and Sediment Control
- Seeding
- Planting (including willow poles)
- Irrigation
- Phytosanitary BMPs
- Plant Establishment Maintenance
- Herbicide Application

Deliverables:

- Draft 100% Specifications
- Final 100% Drawings and Specifications

Subtask B: Bidding Period Support

Following completion of the 100% drawings and specifications, ESA will assist SFCJPA during the bidding phase of the project with the following services:

- Create project bid form in PDF format with 1 round of revisions
- Review and comment on SFCJPA's draft bid advertisement (up to 3 hours)
- Attend the pre-bid meeting
- Review and response to bidder questions (up to 7 hours)
- Prepare up to 1 addendum to Bid Set Drawings / Specifications
- Provide Bid Evaluation Support (up to 6 hours)
- Prepare Conformed Set Drawings and Specifications reflecting design changes made during the bid period

Assumptions:

- SFCJPA will post and advertise the project for bidding

Subtask C: Construction Period Support

Following awarding of the bid, ESA will provide SFCJPA with the following construction period support services:

- Conduct up to eleven (11) site visits to:
 - Attend on-site pre-construction meeting
 - Flag trees to remain and review limit of work boundary prior to contractor mobilization
 - Monitor clearing and grubbing for protection of trees to remain and proper removal of invasives
 - Review installation of erosion control materials



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- Inspect quality of plant material upon delivery to project site
 - Observe seed installation
 - Review planting layout and inspect plant installation for conformance with PS&E
 - Review irrigation layout and inspect installation for conformance with PS&E
 - Walk through to create a punch list of any incomplete/unsatisfactory items
 - Conduct a final walk through
- Provide email summaries from each site visit.
- Respond to up to four (4) RFIs.
- Respond to up to 12 submittals or resubmittals.
- Prepare up to 1 set of design changes (Architect's Supplemental Instructions (ASI)) issued after contract award.

Subtask D: Nursery Contract Grow and Irrigation POC Support

Concurrent with Task A, ESA will:

- Support the SFCJPA with securing plant materials, including management of a nursery contract (up to 18 hours)
- Respond to SFCJPA questions re: obtaining a temporary recycled water Irrigation POC and an Electrical POC prior to bidding (up to 6 hours).

Schedule

ESA estimates that Subtask 13.2 A, B, and D services will be completed within six months upon our receipt of a signed copy of this proposal and receipt of necessary project information and Client-provided site access permission. ESA estimates that Subtasks 13.1 and 13.2 C will be complete within 13 months of a signed copy of this proposal. Please note this schedule has been prepared based on the information available to ESA at the time of this proposal. Should new information be presented or the project become subject to factors outside of ESA's control, the schedule may be subject to revision.

- Subtask 13.2 A Final 100% Drawings and Draft 100% Specifications will be completed within 60 days of receipt of a signed contract modification.
- Final 100% Specifications will be completed within 30 days of receipt of consolidated Client comments.
- Subtasks 13.2 B through 13.2 D will be performed in accordance with bidding and construction schedule, assumed to be late autumn 2026 (bidding) and 2027 (construction).



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Estimated Budget

Based on our understanding of the Project, the total estimated budget for the Scope of Services included in the tasks described above is summarized in the following table. Fees and expenses will be invoiced on a time-and-material basis using the rates and terms stated in Exhibit B. ESA reserves the right to adjust its rates on an annual basis in accordance with ESA's performance/compensation review cycle. Expenses incurred by ESA in connection with the Services shall be reimbursed by Client and are in addition to fees. The amounts stated in this proposal are for budgetary purposes only and do not establish a not-to-exceed price to perform the Services. ESA may reallocate budget amounts between tasks. Should the estimated budget be insufficient to complete the Services, or the additional professional services beyond those set forth in the Scope of Services are needed due to changes in the process, information provided, or the regulatory environment, ESA will notify Client and the parties will establish an updated budget.

ESTIMATED BUDGET	
Mod 9	Amount
Task 13.1: Meetings and Project Management	
Project Management	\$2,784
Task 13.2: Landscape Architecture Support	
Subtask A – 100% Drawings and Specifications for Reller Restoration Site	\$13,470
Subtask B – Construction Bidding Support	\$9,168
Subtask C – Construction Support	\$33,250
Subtask D – Nursery Contract Grow and Irrigation POC Support	\$5,170
Total	\$63,842

Assumptions and Exclusions

- The Specifications will list the SFCJPA Representative as the party managing construction for the project.
- ESA will provide Division 2 specifications as noted. SFCJPA will provide all other specifications required for bidding and awarding the construction contract.
- The SFCJPA will obtain all required reviews and approvals from the City of Menlo Park prior to construction.
- Concurrent with Subtask 13.2 A Draft 100% Division 2 Specifications and Final 100% Drawings, the SFCJPA will identify the Irrigation and Electrical Point of Connection (POC) that may include local water purveyors, water truck services (including recycled water and standpipe for plant watering via water truck hose), and/or a water tank; and a generator, solar-powered, or powerline Electrical POC.
- ESA will not prepare as-built drawings.
- ESA will coordinate with SFCJPA for attending on-site meetings.



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- ➔ SFCJPA will provide ESA with access to the project site.
- ➔ The following services are not included, but may be added for additional fee if requested: 100% Cost Estimate, additional meeting support, preparation of a required submittals schedule, permitting compliance monitoring, post-construction monitoring services, and/or any of the following Division 1 specifications: Table of Contents, Summary of Work, Measurement & Payment, Submittal Procedures, Project Meetings, Mobilization, Temporary Facilities, Environmental Protection, Closeout Procedures.
- ➔ This proposal assumes all electronic deliverables.
- ➔ This proposal is valid for 60 days.

If you have any questions about this proposal or need additional information, please do not hesitate to contact Jill Sunahara at jsunahara@esassoc.com or by phone at (510) 292-3393. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Christie Beeman". The signature is fluid and cursive, with the first name "Christie" and last name "Beeman" clearly distinguishable.

Christie Beeman
Project Director

Enclosures

Exhibit B – 2026 Schedule of Fees and Expenses



EXHIBIT B

Environmental Science Associates & Subsidiaries: 2026 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Project Technician	\$86	\$109	\$131	\$150	\$170	\$194
Consultant	\$116	\$130	\$144	\$160	\$173	\$188
Associate Consultant	\$154	\$170	\$184	\$198	\$213	\$228
Senior Consultant	\$171	\$189	\$212	\$234	\$257	\$279
Managing Consultant	\$205	\$228	\$253	\$277	\$301	\$324
Principal Consultant	\$222	\$253	\$282	\$311	\$341	\$370
Senior Principal Consultant	\$261	\$288	\$317	\$347	\$379	\$409

- A. The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- B. From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- C. ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

II. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

III. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

IV. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.



V. ESA Expenses

A. Travel Expenses

1. Transportation
 - a. Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
 - b. Common carrier or car rental – actual expense multiplied by 1.15
 - c. If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate.
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Cloud-based Services

ITEM	RATE/HOUR	RATE/DAY	RATE/WEEK	RATE/MONTH
Cloud-based Services				
Nearmap High Resolution Images		\$55/image		
ArcGIS Online Hosting (Web Maps/Apps)				\$225
Website Hosting				\$200
Custom Application & Services Hosting*				\$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone Processing	\$7	\$160	\$950	\$3,900
Aviation Environmental Design Tool (AEDT) Processing	\$13	\$190	\$1,120	\$4,600
*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.				

C. Printing/Reproduction Rates

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5 x 11	\$0.15	
Black & White – 11 x 17	\$0.30	
Color – 8.5 x 11	\$0.50	
Color – 11 x 17	\$0.80	
B&W – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

D. Equipment Rates

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Project Specific Equipment:			
Vehicles – Standard size (no off-road usage)	\$ 115 ^a	\$ 550 ^a	\$
Vehicles – 4x4 /Truck (light duty)	175 ^a		
Vehicles – 4x4 /Truck (heavy duty)	200 ^a		
Topographic/Bathymetric Survey Equipment:			
Sub-foot Data Collection System	245		



RESOLUTION NUMBER 26-08-27-A

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
AUTHORIZING THE ACTING OR INTERIM EXECUTIVE
DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT
NO. 9 TO THE EXISTING CONTRACT WITH
ENVIRONMENTAL SCIENCE ASSOCIATES**

WHEREAS, the San Francisquito Creek Joint Powers Authority ("SFCJPA") entered into a contract with Environmental Science Associates ("ESA") to provide permitting and design support for the Reach 2 project on April 23, 2020 ("Contract"); and,

WHEREAS, the Contract allows for periodic amendments to the scope, budget and schedule of the consultant tasks to support emerging needs of the project; and,

WHEREAS, the Contract was amended on October 22, 2020, through the execution of Amendment No. 1; and again amended: on January 29, 2021, through the execution of Amendment No. 2; on April 29, 2021, through the execution of Amendment No. 3; on February 17, 2022, through the execution of Amendment No. 4; on June 13, 2023, through the execution of Amendment No. 5; on March 29, 2024, through the execution of Amendment No. 6; on December 20, 2024, through the execution of Amendment No. 7; and most recently on April 7, 2026, through the execution of Amendment No. 8; and

WHEREAS, Amendments Nos. 4 through 9 relate to the Newell Road Bridge Replacement Project, which was pulled out of the Reach 2 draft permit applications that were submitted to the Resource Agencies in July 2022; and

WHEREAS, SFCJPA's Reller Parcel (SMC APN 063-45-1070) is being used as partial mitigation for the new bridge; and

WHEREAS, under this Amendment, ESA will bring the existing 90% landscape plans for the Reller site to 100%, prepare draft and final bidding specifications, provide bidding support, and construction support and oversight of the restoration work.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby authorizes the Acting or Interim Executive Director to negotiate and execute Amendment No. 9 to the existing contract with Environmental Science Associates (ESA) for a Mitigation and Monitoring Plan, Restoration Elements of Civil Design, and Landscape Design associated with the Newell Road Bridge project mitigation project on the Reller Parcel, for a not-to-exceed amount for this amendment of \$63,842 and a final contract not-to-exceed total of \$405,483.

Approved and adopted on Thursday, August 27, 2026, 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: *(motion/second)*

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Chairperson Date: (add)

Clerk of the Board as attester Date: (add)

APPROVED AS TO FORM:

Legal Counsel Date: (add)

Agenda Item 5.C. – Authorizing the Acting or Interim Executive Director to Negotiate and Execute Task Order No. 6 to the Master Services Agreement with Integral Consulting Inc. (previously H.T. Harvey and Associates)

Background

On October 28, 2021, the Board of Directors of the San Francisquito Creek Joint Powers Authority (SFCJPA) approved a Master Service Agreement (MSA) for Years 4-10 Mitigation Monitoring and Reporting in accordance with requirements for the Reach 1 Project. This is the sixth Task Order under this MSA that covers Years 8, 9 and part of Year 10 for an amount not-to-exceed \$61,891. This brings the total contract not-to-exceed amount to \$374,086.

The proposed work is summarized below:

- Year 8 monitoring of Marsh Plain Restoration area, to be performed in Fall 2026
- Year 9 monitoring of refuge islands and off-site riparian mitigation areas, to be performed in Fall 2026
- Year 10 of Levee Enhancement Area, to be performed in April-May 2027
- Preparation and submission of the annual monitoring report, to be performed in Winter 2026/2027

H.T. Harvey has been performing this work to the satisfaction of the SFCJPA, Valley Water, and the resource agencies who review and comment on their work.

H.T. Harvey's scope does not include work by Hanford ARC for weed management or other Reach 1 maintenance work specified H.T. Harvey in onsite monitoring of the mitigation areas.

As part of ownership acquisition with Integral Consulting Inc., H.T. Harvey and Associates requested SFCJPA's consent to assign the MSA to Integral Consulting Inc. The SFCJPA consented to this assignment and the change is reflected in this MSA and associated Task Orders effective August 1, 2026.

Recommendation

Approve the resolution authorizing the Acting or Interim Executive Director to negotiate and execute Task Order 6 to the Master Service Agreement with Integral Consulting Inc. (previously H.T. Harvey and Associates).



H. T. HARVEY & ASSOCIATES

Ecological Consultants

50 years of field notes, exploration, and excellence

Scope of Work

San Francisquito Creek Flood Reduction, Ecosystem Restoration, Recreation Project - Reach 1

Mitigation Monitoring and Reporting in the 2026–27 Fiscal Year, Monitoring Year 8/9/10

Project 4573-01

June 17, 2026

The H. T. Harvey & Associates (H. T. Harvey) team proposes to provide ecological consulting services to the San Francisquito Creek Joint Powers Authority (JPA) to continue to assist with habitat mitigation monitoring, reporting, and recommendations for habitat maintenance for the San Francisquito Creek Flood Protection, Habitat Restoration, and Recreation Project, Reach 1 (project). The H. T. Harvey team consists of H. T. Harvey and Balance Hydrologics (Balance). This proposal covers consulting services for the fiscal year which begins July 1, 2026 and ends June 30, 2027 (FY 2026–27). The general scope for the project monitoring work was authorized under the Master Services Agreement established between the JPA and H. T. Harvey on October 28, 2021.

The habitat mitigation monitoring and reporting annual requirements in the project's Mitigation and Monitoring Plan (MMP) (Valley Water 2016) align with calendar years. The project mitigation elements are in Year 8 and Year 9 in 2026 and in Year 9 and 10 in 2027 (Table 1). Therefore, the work proposed in FY 2026–27 includes:

- Year 8 qualitative monitoring of the Marsh Plain Restoration Area performed in fall 2026,
- Year 9 qualitative and modified monitoring of the refuge islands performed in fall 2026,
- Year 9 qualitative monitoring of the off-site riparian mitigation areas performed in fall 2026,
- Preparation and submission of the Year 9 annual monitoring report (includes Year 8 of the Marsh Plain Restoration Area) performed in winter 2026,
- Habitat maintenance monitoring throughout the 2026–27 FY, and
- Year 10 monitoring of the Levee Enhancement Area performed in April–May 2027.

Year 9 annual monitoring of the San Francisquito Creek levee enhancement areas (to occur in April–May 2026) is covered by the existing task order for the previous 2025–26 FY.

A summary of the project's monitoring timeline is provided in Table 1.

Table 1. Project Monitoring Schedule

Monitoring Year	Refuge Islands	Levee Enhancement Area	Marsh Plain Restoration Area	Riparian Mitigation Areas
Year 1	Fall 2018	Summer 2018	Fall 2019	Fall 2018
Year 2	Fall 2019	Summer 2019	Fall 2020	Fall 2019
Year 3	Fall 2020	Summer 2020	Fall 2021	Fall 2020
Year 4	Fall 2021	Summer 2021	Fall 2022	Fall 2021
Year 5	Fall 2022	Summer 2022	Fall 2023	Fall 2022
Year 6	Fall 2023	Summer 2023	Fall 2024	Fall 2023
Year 7	Fall 2024	Summer 2024	Fall 2025	Fall 2024
Year 8	Fall 2025	Summer 2025	Fall 2026	Fall 2025
Year 9	Fall 2026	Summer 2026	Fall 2027	Fall 2026
Year 10	Fall 2027	Summer 2027	Fall 2028	Fall 2027

Note: The bolded monitoring dates are the monitoring elements covered by this fiscal year 2026–27 proposal.

The task numbers in the proposal are set up to match the task numbers provided in the H. T. Harvey team proposal for project monitoring, maintenance, and reporting in Years 4–10 submitted to the JPA in response to the JPA’s Request for Proposals for Mitigation Monitoring and Reporting and Recommendations for Habitat Maintenance for the San Francisquito Creek Flood Protection, Habitat Restoration, and Recreation Project, Reach 1.

This scope of services and fee estimate are valid for 60 days. The specific tasks associated with this scope of work are described below.

Task 1. Coordination with Valley Water for Annual California Ridgway’s Rail Protocol Surveys

The project’s U.S. Fish and Wildlife Service (USFWS) Biological Opinion (BO) indicates a 5-year monitoring period for conducting USFWS protocol surveys for California Ridgway’s rail (*Rallus obsoletus obsoletus*) (RIRA), while the Project’s MMP indicates that these surveys continue for the duration of mitigation monitoring. As described in the Year 6 Monitoring Report, RIRA surveys are not planned to occur in Years 8 and 9 and will occur again in Year 10. Therefore, no budget is included for Task 1.

Task 2. Mitigation Site Monitoring

This task includes mitigation site monitoring from July 1, 2026 to June 30, 2027. Subtasks are listed below.

Task 2.1. Marshplain Restoration Area Monitoring

The marshplain restoration area is in Year 8 during the 2026 monitoring year. The MMP calls for qualitative monitoring in Years 6–9 including observations of abiotic conditions relevant to plant species composition,

coverage, general plant health, conditions by planting zone, invasive plants, and issues affecting vegetation establishment. Two H. T. Harvey restoration ecologists will collect photo documentation from locations established by Valley Water in Year 1 showing planting zones and overall marsh habitat condition.

Task 2.2. Monitoring of High-tide Refugia Islands

The MMP calls for qualitative monitoring of the five high-tide refuge islands constructed in Outer Faber Marsh during September or October in Year 9 (fall 2026). Qualitative monitoring will be performed by two H. T. Harvey restoration ecologists and will consist of observations of vegetation cover and of conditions that could affect the intended function of the islands. Photo documentation will be collected.

The MMP calls for monitoring the cover and height of marsh gumplant (*Grindelia stricta*) on island tops annually. Additionally, because the refuge islands failed to meet one of the success criteria in Year 5, the Year 5 annual monitoring report proposed measurement of percent cover (on entire island) and average height (on island tops) of dense vegetation above mean higher high water (MHHW) (H. T. Harvey 2023). Therefore, H. T. Harvey will collect cover and height of dense vegetation in Year 9. Dense vegetation will be defined as vegetation that sufficiently obscures a meter stick placed at arm's length on the island surface such that the marks on the stick become illegible.

Task 2.3. Monitoring of Faber Marsh Levee Enhancement Area

Faber Marsh levee enhancements consist of a 7.7-acre levee enhancement planting area. The levee enhancements will be monitored by H. T. Harvey in April–May of Year 9 under the previous fiscal year task order to the JPA (FY 2025–26). Therefore, this scope does not include the cost for monitoring Faber Marsh levee enhancements in Year 9.

In Year 10 (April–May 2027), H. T. Harvey restoration ecologists will monitor the levee enhancement area using the methods in the MMP (Valley Water 2016) and revised in the Year 5 annual monitoring report (H. T. Harvey 2023) and as recommended in the Year 5 annual monitoring report. Specifically, two H. T. Harvey restoration ecologists will provide monitoring of the levee enhancement area in April or May of Year 10 (2027). The ecologists will collect ocular cover estimates of the most vegetated 20 by 4-foot area of all 74 shrub patches and will measure the distance between the subset of shrub patches that meets the final success criteria (H. T. Harvey 2023). Additionally, percent cover of vegetation on berms will be assessed outside of shrub patches in the high marsh, ecotone, and upland planting zones using the quadrat method for comparison to the performance criteria, per the MMP. Photodocumentation will be collected. We estimate that 3 days will be sufficient to complete this monitoring.

Task 2.4. Monitoring of Riparian Mitigation Areas

The MMP does not require monitoring of the riparian mitigation areas in Year 9 (fall 2026), however H. T. Harvey will qualitatively assess vegetation establishment, issues that could affect habitat establishment, and will

collect photo documentation during scoped maintenance visits to the off-site riparian mitigation areas, described in Task 4.

Task 2.5. Velocity Refuge Features and Geomorphic Stability

The MMP requires monitoring of geomorphic stability of the project's channel design elements (i.e., channel dimensions, velocity refuge structures, and vegetation establishment) annually for the 10-year monitoring period. A geomorphologist from Balance Hydrologics (Balance) will provide the geomorphic stability monitoring required in Year 8 (fall 2026) as a subcontractor to H. T. Harvey.

- **Geomorphic Monitoring.** Balance will visit the six velocity refuge structures and the marshplain restoration area to conduct geomorphic monitoring following the methodology in the MMP. During the visit, a qualitative assessment of geomorphic stability at the six velocity refuge features will be conducted concurrently with sediment deposition monitoring (see below). At the velocity refuge features, a geomorphologist will conduct a qualitative, visual field assessment of apparent scour around the structures and/or any other potential indicators of instability. Field sketches will be prepared to document key geomorphic features at each location and, when possible, photos will be taken of the structures for comparative interpretation from year to year.
- **Sediment Deposition Monitoring.** The Year 2 report recommended monitoring sediment accretion on the marshplain restoration area (Valley Water and H. T. Harvey 2019). The Year 6 report saw additional sediment accretion in this area following large stormwater flow events (H. T. Harvey 2024). Our scope assumes one visit during fall of 2026. The length of the marshplain immediately downstream of the outfall channel (at HWY 101) will be traversed on foot during low tide to visually assess the longitudinal extent of sediment deposition, as depicted in the Year 6 report. Additionally, sediment depth will be measured along two transects established by Valley Water in prior years located between HWY 101 and the maintenance ramp downstream of HWY 101. Sediment on top of the constructed marshplain will be measured by Balance along each transect at three to five evenly-spaced locations using a graduated rod. In addition, Balance will collect elevational cross sections along two sediment measurement transects with a laser level to characterize the elevation of the marshplain and channels. Following submission of the Year 6 monitoring report, which reported a large volume of sediment was transported on top of the marshplain, the Regional Water Quality Control Board recommended that 2 additional transects be added to sediment deposition monitoring (H. T. Harvey 2024). These additional transects will be monitored using the same methods described above. The data will be included in the Year 9 monitoring report.

Task 3. Regulatory Reporting

The H. T. Harvey team will prepare an annual monitoring report documenting Year 8 of the marshplain restoration area and Year 9 of the levee enhancement area, refuge islands, and riparian mitigation areas. The report will utilize applicable text, tables, figures and structure of the project's prior monitoring reports for efficiency. The report will be sent to the JPA for review by December 1. H. T. Harvey will revise the annual report based upon JPA and Valley Water comments and generate a final annual report by December 31 for

submission to the regulatory agencies. If requested by the JPA, H. T. Harvey will submit the report to the agencies by December 31. The following assumptions are included:

- The Year 9 report will utilize data collected and analyzed by H. T. Harvey for the levee enhancement areas at Faber Marsh in April–May 2026.
- Substantial assistance with regulatory agency communications is not included.
- Qualitative (reconnaissance survey) results will be presented as narrative paragraphs.
- Quantitative results will be presented in tables, graphs, or narrative paragraphs, as needed.
- Annual reports will include a Pesticide Use Report, as required by USFWS.

Task 4. Mitigation Maintenance Recommendations

We understand that the JPA will retain contractor(s) to provide maintenance at the project's mitigation sites, including weed control and replacement planting. H. T. Harvey restoration ecologists will assist the JPA by conducting periodic site visits (in addition to annual monitoring) to assess vegetation maintenance needs and will prepare memoranda with maintenance recommendations. An H. T. Harvey restoration ecologist will:

- Provide one site visit early in the growing season in 2027 in the levee enhancement areas and the San Francisquito Creek marshplain restoration area. The site visit will be focused on assessing the adequacy of site-specific maintenance (e.g., irrigation in the levee enhancement area, need for weed control in mitigation areas, etc.).
- Provide one maintenance monitoring site visit to the riparian mitigation areas in 2026 to assess the adequacy of implementation of maintenance recommendations provided in the Year 8 annual monitoring report (H. T. Harvey 2025).
- Following each site visit, generate a list of maintenance recommendations. The recommendations will be provided to the JPA as a maintenance memorandum that describes the type and location of recommended maintenance work.
- Up to two times, meet the JPA's contractor on site at the start of work to review maintenance activities to be performed. We assume that maintenance activities may occur in different places at different times and by different contractors. Therefore, an ecologist will not meet the contractor at the start of all maintenance events – the two specific meetings provided to review maintenance activities will be selected to maximize the value of H. T. Harvey's input.
- We assume pesticide use may be necessary to control invasive plants within the Don Edwards National Wildlife Refuge (Refuge). Therefore, an H. T. Harvey ecologist will work with the JPA's contractor to prepare one Pesticide Use Proposal for approval by USFWS. This does not include a California state certified pest control advisor recommendation, which we assume will be provided by the JPA's contractor. If pesticides are used within the Refuge, H. T. Harvey will prepare a Pesticide Use Report for inclusion in the annual monitoring report (Task 3).
- We assume no nursery coordination will be necessary.

Task 5. Biological Monitoring During Maintenance Activities

One H. T. Harvey wildlife biologist will provide pre-work surveys for RIRA and salt marsh harvest mouse (*Reithrodontomys raviventris*) at the start of each day's maintenance activities in the marshplain restoration area along San Francisquito Creek, the refuge islands, or the levee enhancement area at Faber Marsh that requires vegetation removal. Pre-work wildlife surveys are required to comply with the project's USFWS and California Department of Fish and Wildlife (CDFW) permits prior to weeding or planting in the marshplain restoration area, refuge islands, or the levee enhancement area. If Valley Water plans to mow the levees along San Francisquito Creek, we assume Valley Water will coordinate a biological monitor, as required by the BO. Our fee assumes the following quantity of pre-work surveys:

- Up to 10 pre-work surveys prior to weed control work in the marshplain restoration area and/or levee enhancement area - 5 in fall 2026 and 5 in spring 2027.

Task 6. Project Management

This task includes time for an H. T. Harvey project manager to coordinate the above tasks with Valley Water, Balance, and the JPA. This also includes time to prepare annual fiscal year scopes of work for the July 1, 2027–June 30, 2028 time period.

Task 7. Contingency

The contingency budget provides a source of funding for additional tasks which may arise during the monitoring period that are related to achieving the project's mitigation monitoring goals. Use of the contingency budget by the H. T. Harvey team would require email authorization from the JPA.

Fee Estimate

Table 2 below provides H. T. Harvey & Associates fee estimate associated with the proposed scope. We assume a 3% rate increase for work conducted in 2027.

Table 2. Fee Estimate

Task	Cost
Task 1. Coordination with Valley Water for Annual California Ridgway's Rail Protocol Surveys	-
Task 2. Mitigation Site Monitoring	\$16,351
Task 3. Regulatory Reporting	\$21,709
Task 4. Mitigation Maintenance Recommendations	\$13,305

Task 5. Biological Monitoring During Maintenance Activities	\$6,749
Task 6. Project Management	\$3,777
Total	\$61,891

Comparison to Original Estimate

Table 3 below provides a comparison of the original budget estimates for each year compared to each submitted Task Orders.

Table 3. Submitted Task Orders Compared to Original Estimate

Task	Original Estimate	Submitted Task Order	Change/ Remaining
Year 4 (2021-22) Monitoring and Reporting	\$67,991	\$67,991	\$0
Year 5 (2022-23) Monitoring and Reporting	\$80,238	\$80,238	\$0
Year 6 (2023-24) Monitoring and Reporting	\$45,995	\$56,222 ^a	+\$10,227
Year 7 (2024-25) Monitoring and Reporting	\$43,652	\$54,079	+\$10,427
Year 8 (2025-26) Monitoring and Reporting	\$44,012	\$53,665	+\$9,653
Year 9 (2026-27) Monitoring and Reporting	\$52,725	\$61,891	+\$9,166
Year 10 (2027-28) Monitoring and Reporting	\$51,765	Future	-
Year 11 (2028-29) Monitoring and Reporting ^b	N/A	Future	-
Total	\$386,378	\$374,086	\$12,292
Contingency (20% of total)	\$77,276	\$0	\$77,276
Not to Exceed Limit	\$463,653	\$374,086	\$89,567

^a Total budget was \$81,222; Assumed the use of \$25,000 from the 2022–23 FY budget.

^b Year 11 was not included in the original scope. Because the RWQCB decided that the Marsh Plain Restoration Area was a year behind the other project mitigation elements, it will need to be monitored for an additional year.

References

- [H. T. Harvey] H. T. Harvey & Associates. 2023. San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation Project - San Francisco Bay to Highway 101 Year 5 (2022) Mitigation Monitoring Report. January 10. Los Gatos, California.
- [H. T. Harvey] H. T. Harvey & Associates. 2024. San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation Project - San Francisco Bay to Highway 101 Year 6 (2023) Mitigation Monitoring Report. January 2. Los Gatos, California.
- [H. T. Harvey] H. T. Harvey & Associates. 2025. San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation Project - San Francisco Bay to Highway 101 Year 8 (2025) Mitigation Monitoring Report. December 23. Los Gatos, California.
- [Valley Water] Santa Clara Valley Water District. 2016. San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation Project from San Francisco Bay to Highway 101 – Mitigation and Monitoring Plan. Santa Clara Valley Water District, San Jose, California.
- [Valley Water and H. T. Harvey] Santa Clara Valley Water District and H. T. Harvey & Associates. 2019. San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation Project - San Francisco Bay to Highway 101, Year 2 (2019) Mitigation Monitoring Report. Santa Clara Valley Water District, San Jose, California and H. T. Harvey & Associates, Los Gatos, California.



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

RESOLUTION NUMBER 26-08-27-B

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
AUTHORIZING THE ACTING OR INTERIM EXECUTIVE
DIRECTOR TO NEGOTIATE AND EXECUTE TASK ORDER
NO. 6 TO THE MASTER SERVICES AGREEMENT WITH
INTEGRAL CONSULTING INC. (PREVIOUSLY H.T. HARVEY
AND ASSOCIATES)**

WHEREAS, on October 28, 2021, the San Francisquito Creek Joint Powers Authority (“SFCJPA”) entered into a Master Services Agreement with H. T. Harvey and Associates (“Consultant”) for mitigation monitoring and reporting in accordance with requirements of the San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation (Reach 1) Project; and

WHEREAS, the Consultant has been performing this work to the satisfaction of the SFCJPA, Valley Water, and the Resource Agencies who review and comment on their work; and

WHEREAS, additional work, including habitat mitigation monitoring, reporting, and recommendations for habitat maintenance, is needed for Years 8, 9, and part of Year 10; and

WHEREAS, the Consultant has requested SFCJPA’s consent for the assignment of the Master Services Agreement to Integral Consulting Inc. following organizational acquisition and restructuring, and SFCJPA consented to this assignment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby authorizes the Acting or Interim Executive Director to negotiate and execute Task Order No. 6 to the Master Services Agreement with Integral Consulting Inc. (previously H.T. Harvey and Associates) to conduct Reach 1 Mitigation Monitoring for Years 8, 9, and 10, in an amount not-to-exceed \$61,891, for a contract not-to-exceed total of \$374,086.

Approved and adopted on Thursday, August 27, 2026, 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:

Chairperson Date:

Clerk of the Board as attester Date:

APPROVED AS TO FORM:

Legal Counsel Date:

Agenda Item 5.D. – Authorizing the Acting or Interim Executive Director to Negotiate and Execute Amendment No. 3 to the existing contract with Hanford ARC for implementation of Reach 1 Mitigation

Background

On May 23, 2024, the Board of Directors of the San Francisquito Creek Joint Powers Authority (SFCJPA) approved a contract with Hanford ARC to perform maintenance activities at Faber Marsh and the Reach 1 Mitigation and Monitoring area. The maintenance activities are based on yearly recommendations by Integral (previously H.T. Harvey), which provides Mitigation Monitoring and Reporting in accordance with the requirements of the Reach 1 Project.

The original contract has been amended twice previously to cover maintenance activities in Year 2025 and part of 2026. This current amendment, Amendment No. 3, will cover the remainder of Year 2026 as well as part of Year 2027 (June 2026 – July 2027).

The amendment is for a not-to-exceed amount of \$83,056. The scope of services includes four (4) weed management events, each totaling four (4) days.

Hanford ARC has been performing this work to the satisfaction of the SFCJPA and Integral Consulting (formerly H.T. Harvey), who review and monitor the work.

Recommendation

Approve the resolution allowing the Acting or Interim Executive Director to negotiate and execute Amendment No. 3 to the contract with Hanford ARC for Reach 1 Mitigation maintenance activities.



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

RESOLUTION NUMBER 26-08-27-C

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
AUTHORIZING THE ACTING OR INTERIM EXECUTIVE
DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT
NO. 3 TO CONTRACT WITH HANFORD ARC**

WHEREAS, on May 23, 2024, the San Francisquito Creek Joint Powers Authority (“SFCJPA”) entered into a contract with Hanford ARC (“Consultant”) for maintenance activities in Faber Marsh and Reach 1 mitigation areas; and

WHEREAS, the SFCJPA and Consultant amended the agreement on May 5, 2025, through the First Amendment to the Agreement, and again amended the agreement on August 26, 2025 through the Second Amendment to the Agreement;

WHEREAS, the Consultant has been performing this work to the satisfaction of the SFCJPA, and Integral Consulting (formerly H.T. Harvey), who review and monitor the work; and

WHEREAS, additional maintenance work is needed from June 2026 – July 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby authorizes the Acting or Interim Executive Director to negotiate and execute Amendment No. 3 to the contract with Hanford ARC for Reach 1 Mitigation maintenance activities, for a not-to-exceed amount for this amendment of \$83,056.

Approved and adopted on Thursday, August 27, 2026, 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:

Chairperson

Date:

650 – 643-1452 * jpa@sfcjpa.org * 750 Menlo Ave Suite 250 * Menlo Park, CA 94025

Clerk of the Board

as attester

APPROVED AS TO FORM:

Legal Counsel Date:



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

Third Amendment to Contract

San Francisquito Creek Reach 1 Maintenance Activities

This Third Amendment to the Agreement regarding San Francisquito Creek Reach 1 Maintenance Activities ("Amendment No. 3") is made and entered into by and between the San Francisquito Creek Joint Powers Authority, a California joint powers authority (the "Authority") and Hanford ARC, a California licensed contractor ("Consultant").

RECITALS

- A. WHEREAS, on May 23, 2024, the Authority and Consultant entered into an agreement for the San Francisquito Creek Reach 1 Faber Marsh and Creek Maintenance, by which the Consultant agreed to perform services in accordance with the executed contract issued by the Authority; and
- B. WHEREAS, on May 5, 2025, the Authority and Consultant executed a First Amendment to the Agreement (misabeled as a "First Amended and Restated Contract"), by which the parties modified the scope of services and schedule;
- C. WHEREAS, on August 26, 2025, the Authority and Consultant executed a Second Amendment to the Agreement to further modify the Scope of Services and Schedule to include additional tasks needed for Reach 1 Faber Marsh and Creek Maintenance in Year 2025 and 2026; and
- D. WHEREAS, the parties desire to amend the Agreement to modify the Scope of Services and Schedule to include services needed for Reach 1 Faber Marsh and Creek Maintenance for Year 2026 and 2027.

NOW, THEREFORE, the parties hereby agree as follows:

1. **INCORPORATION BY REFERENCE.** This Amendment 3 hereby incorporates by reference all terms and conditions set forth in the contract as executed May 23, 2024, and as amended on May 5, 2025 and August 26, 2025.
2. **EXHIBIT A, SCOPE OF SERVICES,** shall be amended to include services described in Exhibit A.
3. **EXHIBIT B, SCHEDULE OF PERFORMANCE,** shall be extended to June 30, 2027, as set forth in Exhibit B.
4. **EXHIBIT C, COMPENSATION.** The Authority authorizes the work described in Exhibit A, for a not-to-exceed amount of \$83,056, as set forth in Exhibit C.
5. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this amended contract on behalf of the respective legal entities of the Consultant and the Authority.

IN WITNESS WHEREOF, the Authority and Consultant do hereby agree to the full performance of the terms set forth herein.



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

AUTHORITY

CONSULTANT

Tess Byler
Acting Executive Director

Harry K Stewart
CEO, Hanford ARC

Exhibit A
Scope of Services

Exhibit B
Schedule of Performance

Schedule is through June 30, 2027.

Exhibit C
Compensation

The total not-to-exceed amount for this Amendment 3 shall be \$83,056.

Agenda Item 6. A. – Draft Budget Memo

Background

The FY26/27 operating budget represents anticipated expenditures of \$3,701,578. Staff are proposing to use the maximum amount of available reserves to offset the anticipated expenditures.

The proposed member contribution for the SFCJPA FY26/27 operations budget is \$179,554 per member agency.

Key Points

- Reserves balance (as of June 30, 2026) is \$4,303,361, of which \$3,024,817 is restricted carryover from FY25/26 unspent funds. Restricted funds must be used specifically for the budget field they are budgeted for.
- Minimum required reserves, based on SFCJPA reserves policy (12.5% of operating budget), are \$462,697
- \$1,987,961 of restricted reserves and \$815,847 of unrestricted reserves have been applied to this budget. The remaining restricted reserves of \$1,036,856 will remain in LAIF account earning interest for the Reach 2 project. These restricted reserves will be applied to the Reach 2 budget in future years.
- FY26/27 contribution per member agency is \$179,554.
- SFCJPA met with member agency staff and provided a detailed review of this proposed budget.

Budget Details

Operations/Administration –

This segment of the budget includes:

- **Personnel** – including salaries, cost of living adjustments (COLA), employee benefits, professional and organizational membership dues, payroll administration fees, and employer taxes. The subtotal budget for Personnel is \$1,029,345.
- **Administrative** – including computers and software, board meeting supplies, professional development and related travel expenses, office supplies, telecommunications IT support, postage, printing/copying, website, liability insurance, office lease, office furniture/maintenance. The budget subtotal for Administrative is \$203,100.

Operating Contract Services – This segment includes both the Reach 2 Project and other contracted services.

- Legal services
- Auditor
- Temporary administrative and accounting support, communications/graphics, or ad hoc technical support
- Watershed monitoring/flood early warning system maintenance

- Stream Maintenance Permitting
- Mitigation and monitoring, maintenance, and reporting costs for the completed Reach 1 project based on contracts with H.T. Harvey and Hanford ARC.
- USACE CAP205 contribution for the Reach 2 Project
- Reach 2: Planning and design work under the WRA Master Services Agreement, including hydraulic modeling, evaluation of project alternatives, floodwall type selection, 15% design package, conceptual renderings, community outreach, and some work towards 30% design.
- Reller parcel: including preparation of bid-ready package, bid support, provision of plants, and planting and construction.

The sub-total for operating contract services is \$2,419,133.

Recommendation

Please review and consider approval of FY 26/27 SFCJPA budget.

Updated FY26/27 Draft Budget	FY 25/26 Budget	FY 25/26 Expended	FY 25/26 Unspent	FY26/27 Budget	Increase/ Decrease from last FY
OPERATING BUDGET					
Personnel					
Executive Director Salary	\$ 202,150	\$ 207,203	\$ (5,053)	\$ 207,203	\$ 5,053
Finance & Admin. Mgr./Clerk of the Board Salary	\$ 148,726	\$ 152,444	\$ (3,718)	\$ 152,444	\$ 3,718
Senior Project Manager Salary	\$ 156,863	\$ 160,785	\$ (3,922)	\$ 177,991	\$ 21,128
Project Manager Salary	\$ 136,724	\$ 140,142	\$ (3,418)	\$ 140,142	\$ 3,418
COLA	\$ 16,112	\$ 16,112	\$ -	\$ 16,514	\$ 402
Employee Benefits	\$ 200,000	\$ 177,084	\$ 22,916	\$ 215,000	\$ 15,000
Membership Dues	\$ 20,000	\$ 18,662	\$ 1,338	\$ 21,000	\$ 1,000
Payroll Administration/Fees	\$ 5,500	\$ 5,962	\$ (462)	\$ 9,050	\$ 3,550
Employer Taxes	\$ 70,000	\$ 80,749	\$ (10,749)	\$ 90,000	\$ 20,000
Personnel Subtotal	\$ 956,075	\$ 959,144	\$ (3,069)	\$ 1,029,345	\$ 73,270
Administrative					
Computers/Software	\$ 15,000	\$ 13,425	\$ 1,575	\$ 20,000	\$ 5,000
Meeting Supplies	\$ 6,000	\$ 9,585	\$ (3,585)	\$ 7,000	\$ 1,000
Travel/Training	\$ 8,000	\$ 7,849	\$ 151	\$ 10,000	\$ 2,000
Office Supplies	\$ 2,500	\$ 1,432	\$ 1,068	\$ 2,500	\$ -
Telecommunication	\$ 7,000	\$ 8,692	\$ (1,692)	\$ 9,000	\$ 2,000
IT	\$ 30,000	\$ 28,831	\$ 1,169	\$ 40,000	\$ 10,000
Postage	\$ 200	\$ 327	\$ (127)	\$ 400	\$ 200
Printing/Design	\$ 4,000	\$ 1,700	\$ 2,300	\$ 4,000	\$ -
Website	\$ 1,000	\$ 10,036	\$ (9,036)	\$ 5,000	\$ 4,000
Liability Insurance	\$ 24,000	\$ 22,978	\$ 1,022	\$ 30,000	\$ 6,000
Office Lease	\$ 65,000	\$ 64,054	\$ 946	\$ 75,000	\$ 10,000
Office Furniture/Maintenance	\$ 300	\$ 20	\$ 280	\$ 200	\$ (100)
Administrative Subtotal	\$ 163,000	\$ 168,928	\$ (5,928)	\$ 203,100	\$ 40,100
Operating Contract Services					
Legal Counsel	\$ 150,000	\$ 143,426	\$ 6,574	\$ 150,000	\$ -
Auditor	\$ 30,000	\$ 109,100	\$ (79,100)	\$ 26,000	\$ (4,000)
Consultants (non-project specific)	\$ 620,000	\$ 144,274	\$ 475,726	\$ 544,259	\$ (75,741)
Reach 2	\$ 3,020,000	\$ 559,770	\$ 2,460,230	\$ 1,423,374	\$ (1,596,626)
CAP 205	\$ 235,000	\$ 235,000	\$ -	\$ 115,500	\$ (119,500)
Reach 1 O&M	\$ 105,000	\$ 108,783	\$ (3,783)	\$ 160,000	\$ 55,000
Operating Contract Services Subtotal	\$ 4,160,000	\$ 1,300,353	\$ 2,859,647	\$ 2,419,133	\$ (1,740,867)
General Contingency					
General Contingency	\$ 50,000	\$ 479	\$ 49,521	\$ 50,000	\$ -
TOTAL OPERATING BUDGET	\$ 5,329,075	\$ 2,428,904	\$ 2,900,171	\$ 3,701,578	\$ (1,627,497)
RESERVES					
FY 25/26 Year End Reserves Balance				\$ 4,303,361	
FY 25/26 Restricted Carryover				\$ 3,024,817	
FY25/26 Restricted Carryover Applied				\$ 1,987,961	
FY 25/26 Unrestricted Carryover				\$ 1,278,545	
Minimum Required Reserves (12.5% Operating Budget)				\$ 462,697	
Unrestricted Reserves available to be applied to FY 26/27				\$ 815,847	
REVENUE					
Interest				\$ 78,000	
Administrative revenue from SAFER Bay grant for estimated staff time				\$ 31,813	
Proposed Member Agency Operating Contribution				\$ 897,770	
Total Proposed Member Agency Contribution				\$ 897,770	
			Total Contribution per Agency	\$ 179,554	



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

SFCJPA.ORG

Agenda Item 6.B DRAFT

Fiscal Year 2026-2027 Salary Schedule Effective July 1, 2026

<u>Position</u>	<u>Annual Salary</u>
Executive Director	\$212,383.56
Senior Project Manager	\$182,441.51
Finance & Administration Manager & Clerk of the Board	\$156,255.18
Project Manager	\$143,645.65



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

RESOLUTION NUMBER 26-08-27-D

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
APPROVING AND ADOPTING THE UPDATED FISCAL
YEAR 2026/2027 SALARY SCHEDULE**

BE IT RESOLVED by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby approves and adopts the updated salary schedule for the 2026/2027 fiscal year.

Approved and adopted on Thursday, August 27, 2026, 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:

Chairperson

Date:

Clerk of the Board as attester

APPROVED AS TO FORM:

Legal Counsel

Date:

Agenda Item 6.B. – Fiscal Year 2026-2027 SFCJPA Salary Schedule

Updated salary schedule

Public agencies and local governments are required to publicly provide and disclose salary schedules primarily through California Code of Regulations (CCR) Title 2, § 570.5 and California Government Code § 54953.

Background

The attached salary schedule reflects proposed salaries for all SFCJPA staff for the 26/27 Fiscal Year.

Recommendation

Dependent upon the Board's approval of the proposed SFCJPA budget for FY26/27, consider and approve Resolution 26-08-27-D, approving the updated Fiscal Year 26/27 SFCJPA salary schedule.

Sent via email

August 11, 2026

Board of Directors
San Francisquito Creek Joint Powers Authority
750 Menlo Avenue, Suite 250
Menlo Park, CA 94025

BOARD OF DIRECTORS

[John L. Varela](#) (District 1)

[Shiloh Ballard](#) (District 2)

[Richard P. Santos](#) / Vice Chair (District 3)

[Jim Beall](#) (District 4)

[Nai Hsueh](#) (District 5)

[Tony Estremera](#) / Chair (District 6)

[Rebecca Eisenberg](#) (District 7)

INTERIM CHIEF EXECUTIVE OFFICER

[Melanie Richardson, P.E.](#)

CLERK OF THE BOARD

[Candice Kwok-Smith](#)

Re: Public Comment Regarding the Key Performance Indicator (KPI) for Safe, Clean Water (SCW) Project E.5 – San Francisquito Creek Flood Protection Project (Project)

Dear Chair Stone, Vice Chair Gauthier and Members of the Board,

On June 23, 2026, Valley Water's Board of Directors set the time and place to open a public hearing on July 14, 2026, to discuss a potential modification to the KPI for the above-referenced SCW project.

During the hearing-setting discussion and at the public hearing itself, Valley Water received numerous comments from members of the public requesting clarification regarding Valley Water's participation in the Reach 2 portion of the Project.

Specifically, several comments requested that Valley Water assume a stronger leadership role in implementing the Reach 2 Project beyond its current role—and that of the other San Francisquito Creek Joint Powers Authority (JPA) member agencies—which is limited to providing technical review and support such as reviewing and commenting on consultant work product.

Written public comments can be found in the Valley Water Board Meeting minutes here:

<https://scvwd.legistar.com/View.ashx?M=PA&ID=1422879&GUID=B13FA639-0A2B-4444-A864-587EC3C51D15>

<https://scvwd.legistar.com/View.ashx?M=PA&ID=1426608&GUID=94334AE2-F451-4C4E-9838-624AE8A5EA0B>

and video of the oral public comments can be found here:

https://scvwd.granicus.com/MediaPlayer.php?view_id=3&clip_id=2460

https://scvwd.granicus.com/MediaPlayer.php?view_id=3&clip_id=2579.

As established in the JPA Joint Powers Agreement, the JPA is the lead agency for Reach 2 Project implementation. Therefore, it is only appropriate for the JPA and Valley Water to work together to address these comments.

JPA Board
Page 2
August 11, 2026

I would like to propose that we form a Working Group comprised of two to three Board members from the JPA and Valley Water to jointly address these public comments.

Valley Water looks forward to receiving the JPA's response to our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Estremera". The signature is fluid and cursive, with the first name "Tony" being more prominent.

Tony Estremera
Chair of the Board of Directors
Santa Clara Valley Water District

cc: M. Richardson, R. Chan, C. Hakes, L. Mason
mg:cg
0805a-l

Agenda Item 6.C – Discuss and respond to August 11, 2026, letter from Valley Water Board Chair Tony Estremera to SFCJPA Board of Directors on *Public Comment Regarding Key Performance Indicator (KPI) for Safe, Clean Water (SCW) Project E.5 - San Francisquito Creek Flood Protection Project*

Background

On August 11, 2026, Valley Water Board of Directors Chair Tony Estremera sent the letter referenced above (and attached to this staff report) to the SFCJPA Board of Directors in response to public comments received by Valley Water on a proposed Key Performance Indicator (KPI) change for San Francisquito Creek project. This project (Reach 2) is under the voter-approved parcel tax in Santa Clara County for Valley Water’s Safe, Clean Water program. Valley Water has paused the KPI change but is seeking review and a response from the SFCJPA Board. The letter states:

As established in the JPA Joint Powers Agreement, the JPA is the lead agency for Reach 2 Project implementation. Therefore, it is only appropriate for the JPA and Valley Water to work together to address these comments.

Chair Estremera proposed the formation of a Working Group comprised of two to three Board members from SFCJPA and Valley Water to jointly address these public comments.

Staff is proposing three potential courses of action in response to this proposal and requests direction from the SFCJPA Board.

Option 1: Decline the offer to form a working group

Pros	Cons
Work is proceeding on Reach 2 Project with all five members being involved.	Valley Water could move forward with the proposed KPI change. This outcome is not acceptable to the public or the City of Palo Alto who have commented on the proposed change.
Valley Water’s project planning process is being followed.	Valley Water is not designated as technical lead.

Option 2: Follow recommendation to form a Board-to-Board Working Group to develop recommendations for SFCJPA and Valley Water Boards’ review and action

Under this option, the SFCJPA Board would designate two Board members to form an ad hoc committee, who would serve with two or three Valley Water Board members on a Working Group. Per the SFCJPA Board Handbook, the Chair of the Board can establish an ad hoc committee by appointing the committee as part of an agenda item at a publicly noticed Board meeting. The ad hoc committee would have a defined purpose and timeline and would be advisory, i.e. the committee would have no independent decision-making authority but rather would develop recommendations to present to SFCJPA and Valley Water Boards for their review and action. Meetings of the ad hoc committee would not be required to follow the Brown Act's requirements for noticed and open meetings, given that a meeting of two members of the SFCJPA Board is not a "meeting" under the Brown Act. Once the ad hoc committee fulfills its purpose, it would disband.

Pros	Cons
Valley Water's Board prefers this Board-to-Board process	Longer timeline as Working Group recommendations would have to come back to the SFCJPA and Valley Water Boards for their review and action.

Option 3: Propose an SFCJPA-Valley Water Staff Working Group to develop recommendations for SFCJPA and Valley Water Boards' review and action

Under this option, SFCJPA and Valley Water staff would work together to develop a proposed course of action based on the successful Reach 1 Project to address the public comments. This staff working group would then present recommendations to the SFCJPA and Valley Water Boards for their review and action.

Pros	Cons
Fastest timeline for action	Not Valley Water's Board preferred course of action.

Recommendation

Discuss and determine a course of action.



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

RESOLUTION NUMBER 26-08-27-E

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
APPROVING THE ACCEPTANCE OF GRANT OF FUNDS
FROM THE SAN FRANCISCO BAY RESTORATION
AUTHORITY FOR THE SAFER BAY RESTORATION
DESIGN AND PERMITTING PROJECT AND AUTHORIZING
THE ACTING OR INTERIM EXECUTIVE DIRECTOR TO
NEGOTIATE AND EXECUTE THE TERMS OF THE GRANT
AGREEMENT**

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

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

WHEREAS, at its June 12, 2026, meeting, the SFBRA Governing Board adopted a resolution authorizing a grant in an amount not-to-exceed \$3,850,000 to the San Francisquito Creek Joint Powers Authority ("SFCJPA") for Safer Bay Restoration Design and Permitting Project ("the project"). The resolution was adopted by the SFBRA pursuant to, and is included in, the SFBRA June 12, 2026, staff recommendation, a copy of which is on file with the SFCJPA and with the SFBRA.

WHEREAS, the SFBRA requires that the Board of Directors of the SFCJPA certify through a resolution that it approves the award of SFBRA grant funding and authorizes the execution by a representative of the SFCJPA of a grant agreement on terms and conditions required by SFBRA Grant Agreement (the "grant agreement").

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

1. Approves the acceptance of the award of grant funding from the SFBRA for the project.
2. Acknowledges that it has or will have sufficient funds to complete the project and to operate and maintain, for the period set forth in the grant agreement, any property acquired or improvements constructed as a part of the project.

3. Authorizes the Acting or Interim Executive Director to act as a representative of the SFCJPA and to negotiate and execute on behalf of the SFCJPA the grant agreement and all other agreements and instruments necessary to complete the project.

Approved and adopted on Thursday, August 27, 2026, 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: (*motion/second*)

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Chairperson

Date: (add)

Clerk of the Board as attester

APPROVED AS TO FORM:

Legal Counsel

Date: (add)

Agenda Item 6.D. – SFBRA Grant Acceptance of the San Francisco Bay Restoration Authority (SFBRA) Measure AA Grant for the SAFER Bay Restoration Design and Permitting Project.

Background

To date, the San Francisco Bay Restoration Authority (SFBRA) has provided \$4,980,000 in funding for the SAFER Bay Project (Grant SFB0041-RA035). Together with \$1,045,625 funding from the Department of Water Resources (DWR Grant No. 4600009954), these grants have enabled CEQA and associated work completed to date.

In October 2024, SFCJPA staff applied for Round 8 Funding to complete overall project permitting, 100% design for restoration elements, and design of the Ravenswood Pond SF2 levee. These components of the project need to occur before members can move forward with implementation.

On June 12, 2026, the SFBRA awarded \$3,850,000 in new grant funding to SFCJPA. There is no required match for this grant, but it does complement and leverage separate member project funding.

If this grant award is accepted, we have allocated \$31,813 of revenue in the FY26/27 draft budget. This revenue is earned through reimbursement of SFCJPA staff time invoiced to the grant and is calculated as 10% of Senior Project Manager and Project Manager's annual salary. This represents the approximate percentage of SFCJPA staff time spent managing the SAFER Bay Project based on historical data.

Recommendation

Review and approve resolution 26-08-27-E accepting the SFBRA grant of \$3,850,000.

Agenda Item 7.A. – Staff Update Report – August 27, 2026

Reach 2 Project Updates

Grant Funding

The SFCJPA is in the process of returning Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant No. 4600015417 funding of \$5,955,258. The funding is being returned because the Department of Water Resources was not able to extend the schedule due to State budget constraints.

Work Progress

The SFCJPA and members have determined that a bypass tunnel is not a feasible alternative for the Reach 2 area. A feasibility report on the tunnel bypass alternative has been prepared by Black & Veatch and is linked here:

https://www.sfcjpa.org/files/badcb24d4/Tunnel+Diversion+Feasibility+Study_final.pdf.

In addition, SFCJPA staff prepared a memo summarizing why staff have decided to discontinue further evaluation of this alternative:

https://www.sfcjpa.org/files/6dff58056/Bypass+Tunnel+Summary+Memo_final.pdf

Upstream detention is also no longer available as an alternative at this time. The area proposed for upstream detention basins is needed for Stanford's Searsville Project and is not available for use for the Reach 2 Project. Further details are included in the letter from Stanford attached.

The SFCJPA will be providing 15% design concepts for the following Reach 2 Project Alternatives:

Alternative 1: Pope Chaucer Bridge Replacement and Floodwalls

- New floodwalls from Highway 101 to upstream of the Pope Chaucer Bridge and upstream of the Middlefield Road Bridge.
- Existing permanent and temporary floodwalls to be replaced with permanent structures (University Ave wooden parapet wall, EPA concrete gravity walls, concrete masonry wall along Edgewood around West Bayshore).
- Pope Chaucer Bridge replacement

Alternative 2: Alt 1 Elements plus Creek Widening

- New floodwalls from Highway 101 to upstream of Pope Chaucer Bridge and upstream of Middlefield Road Bridge
- Existing permanent and temporary floodwalls to be replaced with permanent structures (University Ave wooden parapet wall, EPA concrete gravity walls, concrete masonry wall along Edgewood around West Bayshore).
- Pope Chaucer Bridge replacement.
- Widening at Sites 1-4b

Alternative 3: Alt 2 Elements plus New Widening near Palm Street and Removal/Replacement of Two Private Pedestrian Bridges

- New floodwalls from Highway 101 to upstream of Pope Chaucer Bridge and upstream of Middlefield Road Bridge.
- Existing permanent and temporary floodwalls to be replaced with permanent structures.
- Pope Chaucer Bridge replacementWidening at Sites 1-4b
- Widening Palm Street areaModification/Removal of the two pedestrian bridges between University and Pope Chaucer bridges

Widening locations have been optimized and vary slightly than those presented in the 2025 public draft [Alternatives Evaluation Technical Report](#) based on the updated HEC-RAS model.

The SFCJPA and members will rank the alternatives in accordance with the criteria specified in the public Draft Alternatives Evaluation Report. Public meetings will be held to obtain community and other stakeholder feedback prior to the Board selection of a preferred alternative. Following Board selection of the preferred alternative, the project will be advanced to 30, 60, and 90% design, with final design and project bid in October 2030.

U.S. Army Corps of Engineers – CAP205

The USACE team is working through the updates to their Tentatively Selected Plan (TSP) and draft Feasibility Study. So far, their evaluation has concluded that the project will not transfer risk and preliminarily provides economic justification.

City of East Palo Alto San Francisquito Creek Floodway Study – Earmark Funding

The SFCJPA team supported the City of East Palo Alto's submittal for a study of the University Avenue Bridge and alternatives to reduce flood risk caused by the bridge. The funding would be managed by CalOES with an allocated amount of \$588,000, and in-kind match contribution of \$196,000.

The study will lay the groundwork for a possible future replacement/retrofit for the University Avenue Bridge. The bridge is a channel constriction, but it is not part of the Reach 2 designs or plans. Bridge replacement/retrofit is also not a current listed priority for the City of East Palo Alto; however, the East Palo Alto City Council may choose to add the University Avenue Bridge to their priorities in the future. In that potential future scenario, the study results will provide a solid foundation for future plans in this area.

Annual Stream Maintenance

The annual creek maintenance walk has been scheduled for August 25 and 27. Staff from the SFCJPA, member agencies, and Stanford University will walk the creek from Sand Hill Road to W Bayshore Road to assess creek conditions. In anticipation of a 'super El Niño' winter, the

team will be assessing objects or vegetation that could create a blockage. We will report back to the Board on creek conditions at the next Board meeting.

Progress on permitting annual maintenance work continued with tribal consultations, cultural resources and biological resources work. Overall, the team is on track to submit permit applications and complete CEQA Project Description Initial Study/ Mitigated Negative Declaration in time for the SFCJPA members to conduct maintenance work in 2027.

SAFER Bay Project Updates

The San Francisco Bay Restoration Authority Board voted to award the SAFER Bay Project \$3,850,000 on June 12, 2026. If acceptance of this grant is approved by our Board, the funding will be used to complete project permitting, 100% designs and for restoration components (excluding the ecotone transition zone surrounding PGE Ravenwood Substation). The SFCJPA corroborated with member cities to determine the best use of this funding.

Member cities are working to meet their grant funding deadlines, with 100% design of the East Palo Alto reach submitted by October 2026 and 90% design of the Menlo Park reaches submitted by December 2026.

Project Status Summary and Tracking (previously completed items have been deleted from this table)

Reach 1	Activity/ Milestone	Tasks/Sub-Tasks	Schedule	Status
	Mitigation Monitoring and Reporting	Review O&M recommendations, obtain needed approvals/permits, oversee field work, and annual reporting.	Annual Report due 12/31/2026 to Water Board and CDFW	Integral Consulting (formerly H.T. Harvey) proposal for Mitigation and Monitoring, and Hanford ARC proposal for maintenance work are on 8/27 Board Agenda.
Reach 2	Activity/ Milestone	Tasks/Sub-Tasks	Schedule	Status
	Arborist Survey of updated project area		Completed.	This task is complete and SFCJPA have received final deliverables.
	USACE CAP 205	Future Without Project (FWOP) evaluation, Future With Project (FWP) evaluation, Confirm Tentatively Selected Plan (TSP)		In progress. Continued model and design coordination so that USACE component of the overall Reach 2 Project is integrated.
	DWR/IRWM grant (DWR No. 4600015417)	Closing out local project agreement with grant managers at SFEP		SFCJPA is in the process of closing out this grant agreement, with no grant funds being used.
	Supplemental Environmental Impact Report (SEIR) for necessary project elements.	Existing contract in place with EMC Planning has been terminated. WRA will add SEIR task to their scope of work.	9-12 months from start to finish (or longer if more complex)	Cannot be initiated until details of the preferred alternative are defined.
	Mitigation for Newell Road Bridge Replacement Project	Final Mitigation Monitoring Plan	Completed Baseline Monitoring May 14. 2026 in accordance with approved MMP dated 1/16/2026	Mitigation plantings are growing in Grassroots Ecology's Native Plant Nursery in

				the Upper San Francisquito Creek Watershed. Consent calendar item in 8/27 Board package to approve final design and bid support.
	Define project funding agreement principles and basic framework characteristics. Investigate Reach 2 financing options	Work with JPA members to lay the groundwork for a funding framework.		Early stages.
Stream Maintenance Permitting	Activity/ Milestone	Tasks/Sub-Tasks	Schedule	Status
	CEQA	Project Description Initial Study/ Mitigated Negative Declaration (IS/MND)	Certification of IS/MND planned February 2027	In progress. Draft Project Description completed.
	Technical Studies	Biological, wetland, cultural and other studies to support CEQA and permitting		Cultural report is complete. Other studies are nearing completion.
	Creek Maintenance Plan (CMP)		Draft – Sept 2026 Final – Dec 2026	In progress. Staff are currently reviewing CMP chapters.
	Mitigation Monitoring Plan	Draft and final	Draft – March 2027 Final – May 2027	Not started
	Invasive Species Removal Plan	Draft and Final	TBD	Not started
	Draft Permit Applications		February 2027	Not started
SAFER Bay	Activity/ Milestone	Tasks/Sub-Tasks	Schedule	Status
	SFBRA and DWR grants management		Quarterly reports and invoicing	Ongoing.

(Green = Completed/on track. Red = Not started, progress paused)

Running report of all contracts less than \$50,000 entered in FY 25/26

Contracted Entity	Purpose	Amount	Date
Nuestra Casa	Amendment to contract for SAFER Bay community outreach	\$10,500	May 11, 2026
Climate Resilient Communities	Amendment to contract for SAFER Bay community outreach	\$10,500	May 11, 2026
H.T. Harvey & Associates	Newell Road Bridge Mitigation, existing conditions survey	\$13,851	May 1, 2026
Black and Veatch	Finalize Bypass Tunnel Feasibility Study	\$24,605	April 24, 2026
Schaaf & Wheeler	ICM modeling for creek spill and flood map reconciliation with storm drain system capacities	\$49,400	April 16, 2026
Silicon Valley Environmental	Phase 1 Site Environmental Assessment of Reach 2, Widening Site 2 property	\$2,147	April 1, 2026
Schaaf & Wheeler	HEC-RAS Model Maintenance and Support	\$8,000 per year	March 19, 2026
Woodard & Curran	SAFER Bay grant administration support	\$28,750	March 3, 2026
Grassroots Ecology	Provision of native plants for Newell Road Bridge Project mitigation	\$23,250.17	January 8, 2026
Grassroots Ecology	Reach 1 and Reach 2 restoration support	\$17,500	October 28, 2025
Good Stuff Partners	Creation of document templates and agency branding support.	\$13,000	October 21, 2025
WRA, Inc.	Task Order 2.1 for review of USACE Agency Technical Review hydraulic model.	\$48,600	September 12, 2025
Hanford ARC	Second Amendment to the contract for Reach 1 maintenance. Includes two four-day weeding events in accordance with H.T. Harvey staff recommendations.	\$39,360	August 28, 2025
Black & Veatch	Preliminary feasibility assessment of bypass tunnel(s) to meet all or some of the necessary capacity increases in the Reach 2 project area.	\$49,730	August 11, 2025
Streamline, Inc.	Website development, technical support, assistance in transition from .org to .gov, ADA and multiple language support. Three-year contract.	\$10,080	August 2025

Future Board Meetings – Unless otherwise noted, all meetings will be hosted at the City of Menlo Park’s City Council Chambers: 751 Laurel Street, Menlo Park, CA 94025

Date	Potential Agenda Topics
September 24, 2026	Reach 2 Update
October 22, 2026	Reach 2 Update Presentation by Stanford University (tentative)
November 19, 2026	Reach 2 Update
December 17, 2026	Reach 2 Update, 2027/2028 Board Meeting Schedule
January 21, 2026	Board Chair and Vice Chair elections and committee assignments,
February 25, 2026	Reach 2 Update



STANFORD UNIVERSITY
DEPARTMENT OF PROJECT MANAGEMENT
LAND, BUILDINGS AND REAL ESTATE

May 20, 2026

Sent via mail to: mbruce@sfjpa.org

RE: Clarification of Upstream Detention and Underground Storage

Dear Ms. Bruce,

This letter is being provided in response to the letter dated April 28, 2026, regarding *San Francisquito Creek Reach 2 Project – Request for Clarification of Upstream Detention and Underground Storage*. As noted in your April 28 letter, there are substantial impediments to use of the sites on Stanford land that are shown on “Figure 3 Reach 3 Actions Considered.”

Detention Basin Site

The site called out on Figure 3 as “Woodard & Curren Detention” overlaps the site of the detention basin that is currently being designed and proposed as part of the Searsville Watershed Restoration Project. Stanford added the detention basin to the proposed SWRP due to updated modeling showing that additional peak flow attenuation would be needed to achieve Stanford’s project objective of not increasing flooding compared to existing conditions. Please see Figure 2, attached.

Attenuation Sites

The areas identified as “Attenuation” on Figure 3 similarly are not available. As part of the Searsville Watershed Restoration Project, Stanford is proposing a number of log and boulder habitat feature structures within this section of the creek. See “Figure 2” attached showing the main components of the Searsville Watershed Restoration Project including the detention basin and the log and boulder habitat features, referred to as “Sediment Traps” as they will also capture coarse sediment as it is flushed through the gated tunnel through Searsville Dam.

It also bears noting that these areas are located in a highly incised section of San Francisquito Creek that appears to be technically infeasible for attenuation.

Underground Storage Sites

The underground storage study sites shown on Figure 3 are located in areas of very high sensitivity along San Francisquito Creek. There are regulatory restrictions on development at several of the sites, including the open space behind Stanford West Apartments which has a deed restriction prohibiting new construction (see attached).

There are also land use restrictions registered with the Sacred Lands Inventory at the Native American Heritage Commission on several of these locations. Those records are confidential under State law. Stanford's University Archaeologist reviewed the records and recommends that the JPA remove these sites from consideration due to the legal restrictions and the documented presence of sensitive cultural sites at these locations.

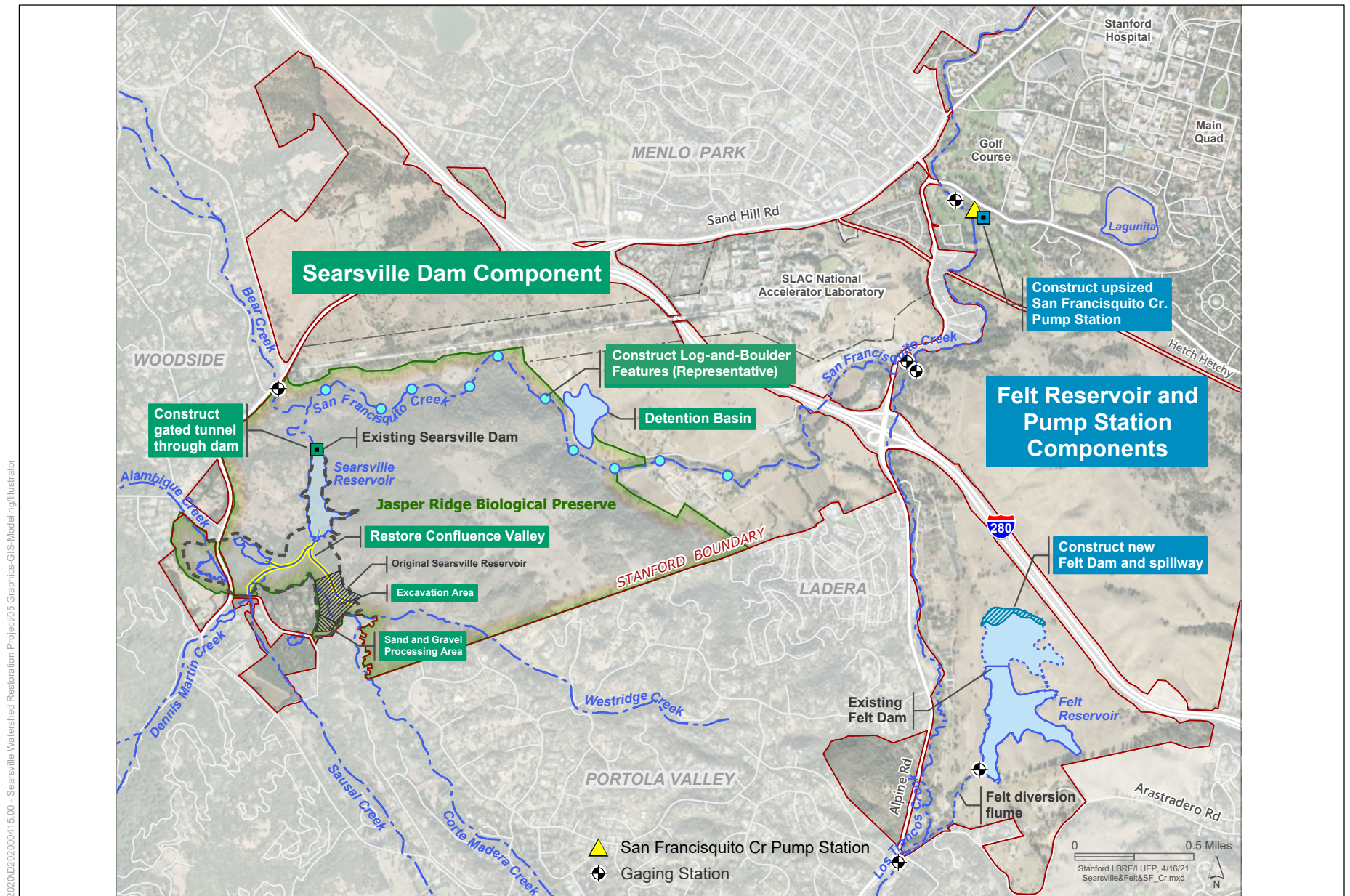
Additional studies and technical documentation regarding the Searsville Watershed Restoration Project will be available with the forthcoming Draft EIS & Draft EIR which are currently scheduled to be released in late 2026.

If you have any follow-up questions related to this information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Smith', is placed within a light gray rectangular box.

Karla Smith



SOURCE: Stanford University, 2026

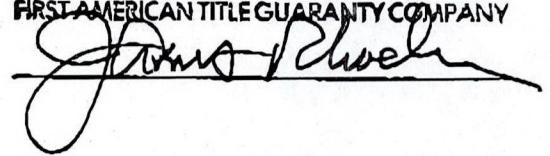
Searsville Watershed Restoration Project

This document is recorded for the benefit of the City of Palo Alto and is entitled to be recorded free of charge in accordance with Section 6103 of the Government Code.

After Recordation, mail to:

OFFICE OF THE CITY ATTORNEY
250 Hamilton Avenue
Palo Alto, CA 94301

We hereby certify that this is a true and correct copy of the original document.
FIRST AMERICAN TITLE GUARANTY COMPANY



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AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS
Stanford West Apartments
A.P.N. No. 142-02-007

This Agreement and Declaration of Covenants and Restrictions ("Declaration") is made by The Board of Trustees of Leland Stanford Junior University, a body having corporate powers under the laws of the State of California ("Stanford") for the benefit of the City of Palo Alto, a chartered city and municipal corporation ("City") as of May 24, 1999 with reference to the following facts:

A. Stanford is the owner of certain real property (the "Property") located in the City of Palo Alto, Santa Clara County, California, described as Lots 1, 2, and 3 on Tract Map No. 9139 recorded in Book 716 of Maps of the Official Records of Santa Clara County as pages 10-18 (the "Map.")

B. Stanford and City entered into a development agreement on August 14, 1997 ("Development Agreement") for the development of the Project defined in the Agreement. Pursuant to Condition No. 3 of the Conditions of Approval for Tentative Subdivision Map Covering the Stanford West Apartment Housing, the Stanford West Senior Housing and the Sand Hill Road Extension, Widening and Related Roadway Improvement Projects (94-SUB-6), which conditions are attached as Exhibit E to the Agreement, Stanford has agreed and is required to protect certain land between the Stanford West Apartment Housing and San Francisquito Creek more particularly described below (the "Restricted Area") from future development in a manner acceptable to the City Attorney.

C. The Development Agreement also requires the implementation of certain environmental mitigations adopted by the City Council, including Mitigation Measure 4.7-3, which requires that Stanford take certain steps to preserve grassland within the Restricted Area.

D. Stanford acknowledges and agrees that the covenants and restrictions in this Declaration are reasonable and were bargained for in exchange for benefits received by Stanford. Stanford further acknowledges and agrees that City would not have approved the Project but for Stanford's agreement not to develop the Restricted Area and to assure that this agreement not to develop would be binding upon its successors and assigns.

NOW, THEREFORE, Stanford declares and covenants that:

1. Subject Property. The Property shall be burdened by the restrictions hereinafter set forth, which shall run with the Property and be binding upon the successors and assigns of Stanford, and that the Property shall be held, used, sold, conveyed, pledged, mortgaged and leased subject to and in accordance with the following restrictions:

a. Restricted Area. The Restricted Area is that portion of Lots 1, 2 and 3 of Tract Map No. 9139 denoted thereon as "Restricted Area: Use Controlled By An Agreement and Declaration of Covenants and Restrictions Recorded Immediately Subsequent to the Filing of This Map."

b. Permitted Uses and Structures. The Restricted Area shall be maintained as an open space area and restored grassland. Stanford covenants and agrees that it will at all times maintain the Restricted Area as an open space area and restored grass land and wooded area, subject to its primary use as an archaeological site by Stanford students and faculty in connection with their academic pursuits, and that it will not make, or suffer to be made, any improvements within the Restricted Area except the following:

- i. Grading, excavation, and minor temporary structures and improvements necessary or desirable for archaeological resource protection, study and maintenance.
- ii. A recreational trail and bicycle path within the Public Recreational Access Easement (P.R.A.E.) shown on Tract Map No. 9139.
- iii. A bicycle and pedestrian trail within the Public Access Easement (P.A.E.) shown on Tract Map No. 9139.
- iv. Unpaved pedestrian paths between the Stanford West Apartments and the PRAE.
- v. Creek maintenance activities within the Santa Clara Valley Water District maintenance easement shown on Tract Map No. 9139.

- vi. Improvements incidental to the restoration and maintenance of a grassland, as approved by the City.
- vii. Improvements incidental to the restoration and maintenance of a wooded area adjacent to San Francisquito Creek, as approved by the City.
- viii. Viewpoints, interpretive signs, and displays as approved by City.
- ix. Operation, maintenance, repair and improvement of two existing water wells and structures incidental to their operation.

2. Prior Easements. The Restricted Area is subject to certain prior easements shown on Tract Map No. 9139. Nothing in this Declaration shall limit the right of Stanford or the holders of such easements to use these easements for the purposes described therein.

3. Assumption by Transferee. Stanford and any "Permitted Transferee", as hereinafter defined, agree and covenant not to transfer the Property except to a person or entity that expressly assumes all of the obligations of Stanford hereunder. A "Permitted Transferee" is any person or entity that agrees in writing to assume all of the obligations of Stanford hereunder.

4. Enforcement, Legal Expenses, and Term. City shall have the right to pursue any remedy at law or equity, including but not limited to temporary or permanent injunctive relief or restraining orders, to secure Stanford's compliance with the agreements, covenants and restrictions in this Declaration. If a legal action or proceeding is brought by City because of any default of Stanford or to enforce a provision of this Declaration, the prevailing party therein shall be entitled, in addition to any other relief, to recover reasonable attorneys' fees and court costs from the losing party as determined by the court in which said action or proceeding is pending.

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This Declaration is made for the benefit of City and is enforceable by it, and it shall not be amended, modified or revoked without the written consent of City. Provided, this Declaration shall expire and terminate when Stanford lawfully demolishes the entire Stanford West Apartment Housing Project (as defined in the Development Agreement).

IN WITNESS WHEREOF, Stanford and City have executed this Agreement and Declaration of Covenants and Restrictions as of May 24, 1999.

ATTEST:

Asst. Kathi Hamilton
City Clerk

CITY OF PALO ALTO

By: William J. Wheeler
Mayor *Vice Mayor*

APPROVED AS TO FORM:

[Signature]
City Attorney

THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY

By: [Signature]
Its: EVP RE



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

Regular Meeting of the SFCJPA Board of Directors

August 27, 2026

San Francisquito Creek Joint Powers Authority



Meeting 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. CLOSED SESSION

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

Members of the public speaking in person should submit a speaker card to the Clerk of the Board, indicating which agenda item or items they wish to speak about, in order to be recognized. When the agenda item is called, please stand at the podium and speak clearly.

Members of the public speaking via video conference should raise their hand, indicating their desire to ask a question or comment. They will be recognized by the Clerk of the Board and once unmuted and recognized, please speak clearly.

Agenda Item 5 –Consent Calendar

5.A. – Approval of the Meeting Minutes: May 28, 2026, Regular Board Meeting

5.B. – Consider and Approve Resolution 26-08-27-A Authorizing the Acting or Interim Executive Director to negotiate and execute Amendment No. 9 of ESA contract for Reller parcel design and bid support

5.C. – Consider and Approve Resolution 26-08-27-B Authorizing the Acting or Interim Executive Director to negotiate and execute Task Order No. 6 under Integral Consulting (previously H.T. Harvey) Master Services Agreement for Reach 1 Mitigation, Monitoring, and Reporting

5.D. – Consider and Approve Resolution 26-08-27-C Authorizing the Acting or Interim Executive Director to negotiate and execute Amendment No. 3 to contract with Hanford ARC for Reach 1 Mitigation maintenance work

Agenda Item 6 – Action Items

6.A. – Review and Consider adopting the proposed FY26/27 SFCJPA
Budget

Updated FY26/27 Draft Budget	FY 25/26 Budget	FY 25/26 Expended	FY 25/26 Unspent	FY26/27 Budget	Increase/ Decrease from last FY
OPERATING BUDGET					
Personnel					
Executive Director Salary	\$ 202,150	\$ 207,203	\$ (5,053)	\$ 207,203	\$ 5,053
Finance & Admin. Mgr./Clerk of the Board Salary	\$ 148,726	\$ 152,444	\$ (3,718)	\$ 152,444	\$ 3,718
Senior Project Manager Salary	\$ 156,863	\$ 160,785	\$ (3,922)	\$ 177,991	\$ 21,128
Project Manager Salary	\$ 136,724	\$ 140,142	\$ (3,418)	\$ 140,142	\$ 3,418
COLA	\$ 16,112	\$ 16,112	\$ -	\$ 16,514	\$ 402
Employee Benefits	\$ 200,000	\$ 177,084	\$ 22,916	\$ 215,000	\$ 15,000
Membership Dues	\$ 20,000	\$ 18,662	\$ 1,338	\$ 21,000	\$ 1,000
Payroll Administration/Fees	\$ 5,500	\$ 5,962	\$ (462)	\$ 9,050	\$ 3,550
Employer Taxes	\$ 70,000	\$ 80,749	\$ (10,749)	\$ 90,000	\$ 20,000
Personnel Subtotal	\$ 956,075	\$ 959,144	\$ (3,069)	\$ 1,029,345	\$ 73,270
Administrative					
Computers/Software	\$ 15,000	\$ 13,425	\$ 1,575	\$ 20,000	\$ 5,000
Meeting Supplies	\$ 6,000	\$ 9,585	\$ (3,585)	\$ 7,000	\$ 1,000
Travel/Training	\$ 8,000	\$ 7,849	\$ 151	\$ 10,000	\$ 2,000
Office Supplies	\$ 2,500	\$ 1,432	\$ 1,068	\$ 2,500	\$ -
Telecommunication	\$ 7,000	\$ 8,692	\$ (1,692)	\$ 9,000	\$ 2,000
IT	\$ 30,000	\$ 28,831	\$ 1,169	\$ 40,000	\$ 10,000
Postage	\$ 200	\$ 327	\$ (127)	\$ 400	\$ 200
Printing/Design	\$ 4,000	\$ 1,700	\$ 2,300	\$ 4,000	\$ -
Website	\$ 1,000	\$ 10,036	\$ (9,036)	\$ 5,000	\$ 4,000
Liability Insurance	\$ 24,000	\$ 22,978	\$ 1,022	\$ 30,000	\$ 6,000
Office Lease	\$ 65,000	\$ 64,054	\$ 946	\$ 75,000	\$ 10,000
Office Furniture/Maintenance	\$ 300	\$ 20	\$ 280	\$ 200	\$ (100)
Administrative Subtotal	\$ 163,000	\$ 168,928	\$ (5,928)	\$ 203,100	\$ 40,100
Operating Contract Services					
Legal Counsel	\$ 150,000	\$ 143,426	\$ 6,574	\$ 150,000	\$ -
Auditor	\$ 30,000	\$ 109,100	\$ (79,100)	\$ 26,000	\$ (4,000)
Consultants (non-project specific)	\$ 620,000	\$ 144,274	\$ 475,726	\$ 544,259	\$ (75,741)
Reach 2	\$ 3,020,000	\$ 559,770	\$ 2,460,230	\$ 1,423,374	\$ (1,596,626)
CAP 205	\$ 235,000	\$ 235,000	\$ -	\$ 115,500	\$ (119,500)
Reach 1 O&M	\$ 105,000	\$ 108,783	\$ (3,783)	\$ 160,000	\$ 55,000
Operating Contract Services Subtotal	\$ 4,160,000	\$ 1,300,353	\$ 2,859,647	\$ 2,419,133	\$ (1,740,867)
General Contingency					
General Contingency	\$ 50,000	\$ 479	\$ 49,521	\$ 50,000	\$ -
TOTAL OPERATING BUDGET	\$ 5,329,075	\$ 2,428,904	\$ 2,900,171	\$ 3,701,578	\$ (1,627,497)
RESERVES					
FY 25/26 Year End Reserves Balance				\$ 4,303,361	
FY 25/26 Restricted Carryover				\$ 3,024,817	
FY25/26 Restricted Carryover Applied				\$ 1,987,961	
FY 25/26 Unrestricted Carryover				\$ 1,278,545	
Minimum Required Reserves (12.5% Operating Budget)				\$ 462,697	
Unrestricted Reserves available to be applied to FY 26/27				\$ 815,847	
REVENUE					
Interest				\$ 78,000	
Administrative revenue from SAFER Bay grant for estimated staff time				\$ 31,813	
Proposed Member Agency Operating Contribution				\$ 897,770	
Total Proposed Member Agency Contribution				\$ 897,770	
			Total Contribution per Agency	\$ 179,554	

Agenda Item 6 – Action Items

6.B – Consider and Approve Resolution 26-08-27-D adopting the
FY26/27 Salary Schedule

Agenda Item 6.B

Fiscal Year 2026-2027 Salary Schedule Effective July 1, 2026

<u>Position</u>	<u>Annual Salary</u>
Executive Director	\$212,383.56
Senior Project Manager	\$182,441.51
Finance & Administration Manager & Clerk of the Board	\$156,255.18
Project Manager	\$143,645.65

Agenda Item 6 – Action Items

6.C – Discuss and respond to August 11, 2026, letter from Valley Water Board Chair Tony Estremera to SFCJPA Board of Directors on *Public Comment Regarding Key Performance Indicator (KPI) for Safe, Clean Water (SCW) Project E.5 – San Francisquito Creek Flood Protection Project*

Agenda Item 6 – Action Items

6.D. – Consider and approve Resolution 26-08-27-E accepting the SFBRA grant of \$3.85M for the SAFER Bay Restoration Design and Permitting Project and authorizing the Acting or Interim Executive Director, or any of the employees of the SFCJPA, to negotiate and execute the grant agreement.

Agenda Item 7 – Information Items

7.A. – Staff Update Report

Agenda Item 8

Board Member Announcements, Reports, Information Items, and
Requests (Information Only)

Agenda Item 9

Adjournment