

SAN FRANCISQUITO CREEK CAP 205: PROJECT STATUS BRIEFING

Allison Conn, Project Manager
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SFCJPA Board Meeting
April 23, 2026



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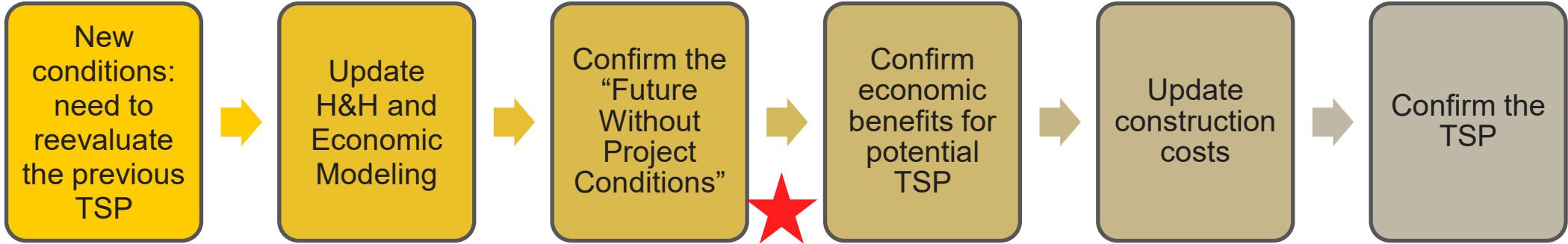
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 **AGENDA**

1. Context: Updated TSP
2. Hydraulics and Hydrology (H&H) Results
3. Economics Preliminary Modeling Results
4. Next Steps
5. Discussion



CONTEXT: UPDATED TENTATIVELY SELECTED PLAN (TSP)



We are here



- Site 1: Widen channel and install retaining wall. (South Side)
- Site 2: Remove concrete terrace structure and regrade to 2:1 slope using native plantings to revegetate / stabilize. (North Side)
- Sites 3 & 4: Widen channel and install retaining wall. (North Side)

 **H&H MODELING UPDATES**

- Summer 2025:** Updated Existing Conditions model completed formal USACE review
- Winter 2025/26:** With-Project alternatives were incorporated into new H&H model
- Spring 2026:** Preliminary H&H results were evaluated for economic benefits

4% ANNUAL EXCEEDANCE PROBABILITY (25-YR) FLOODPLAINS



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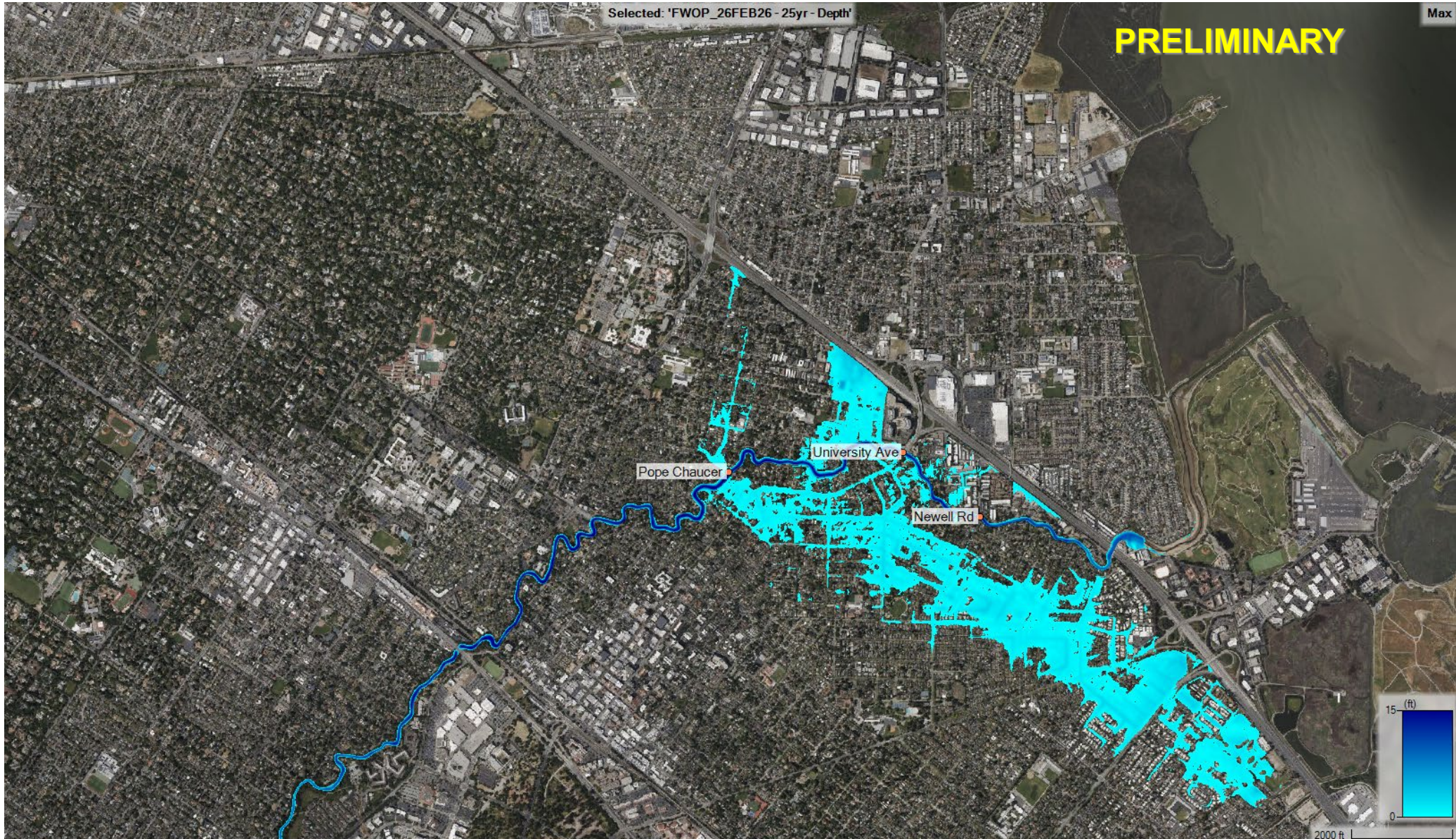


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EXISTING CONDITIONS (WITHOUT PROJECT)

4% ANNUAL EXCEEDANCE PROBABILITY (25-YR) EVENT





SITES 1 - 4 WIDENED & WOODEN FLOODWALL REPLACED (POTENTIAL WITH PROJECT SCENARIOS)

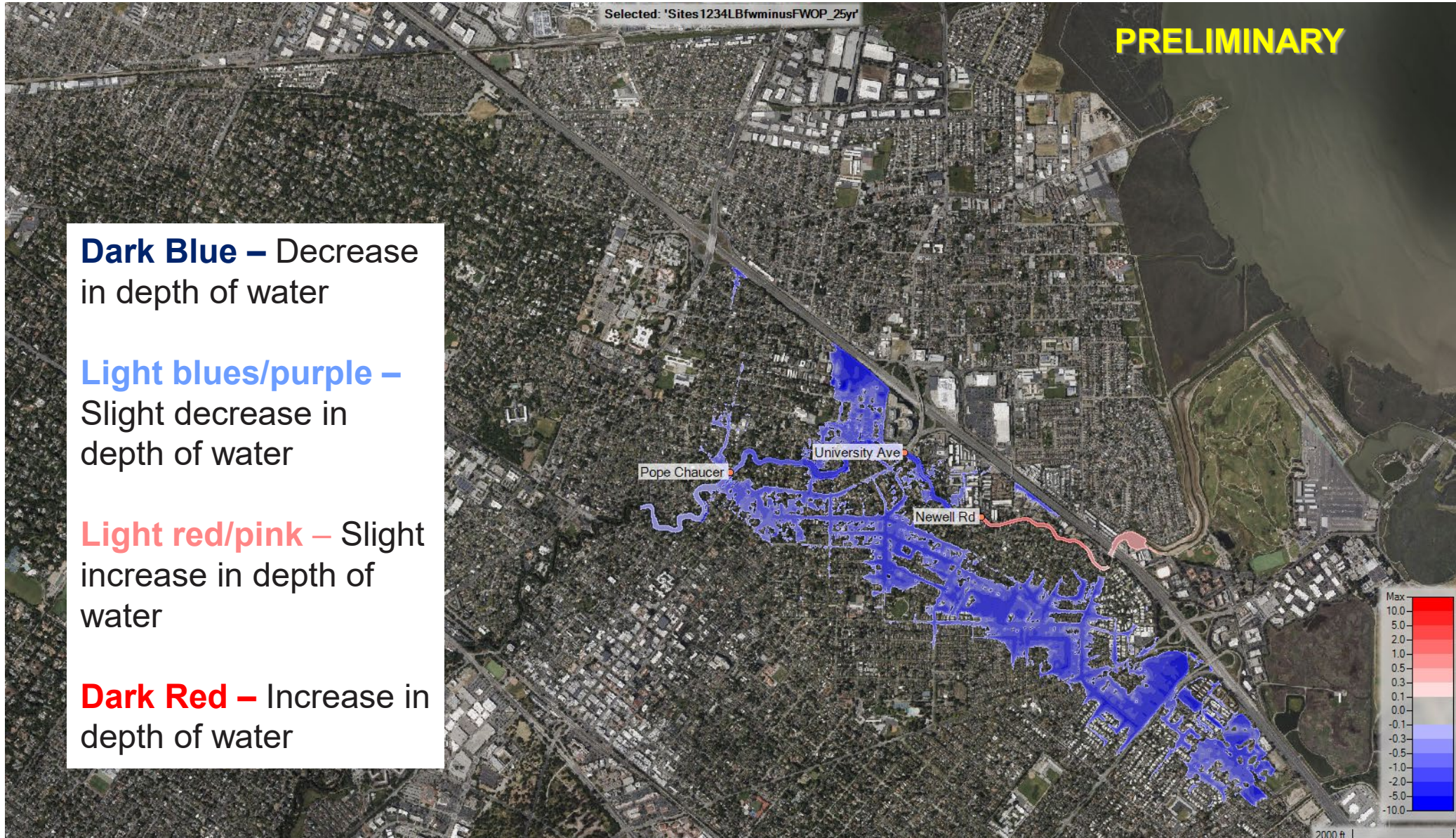
4% ANNUAL EXCEEDANCE PROBABILITY (25-YR) EVENT





DEPTH DIFFERENCE: SITES 1,2,3,4 & FLOODWALL MINUS EXISTING CONDITIONS

4% AEP (25-YR) EVENT



2% ANNUAL EXCEEDANCE PROBABILITY (AEP) (50-YR) FLOODPLAINS



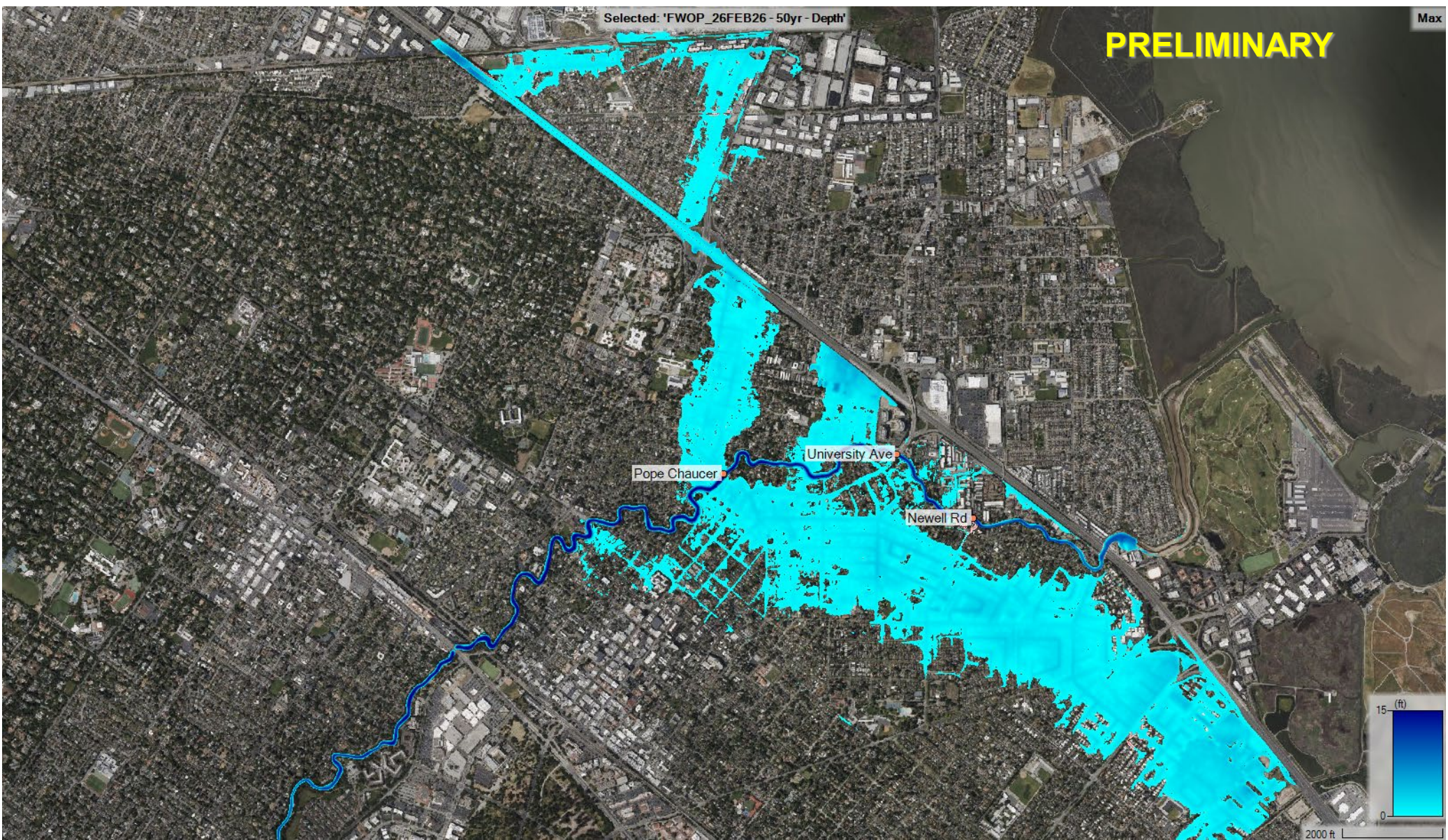
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EXISTING CONDITIONS (WITHOUT PROJECT)

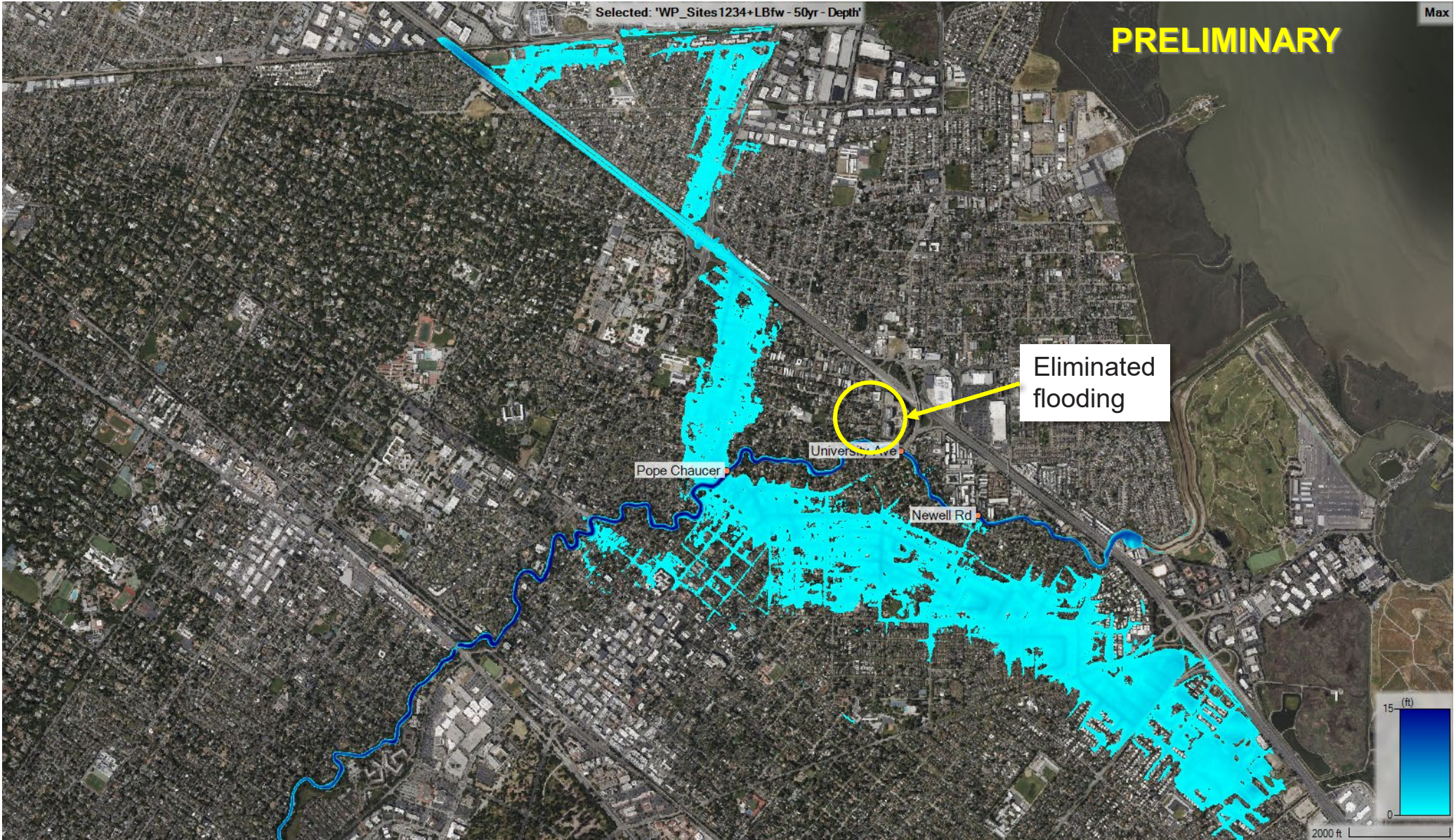
2% AEP (50-YR) EVENT





SITES 1 - 4 WIDENED & WOODEN FLOODWALL REPLACED (POTENTIAL WITH PROJECT SCENARIOS)

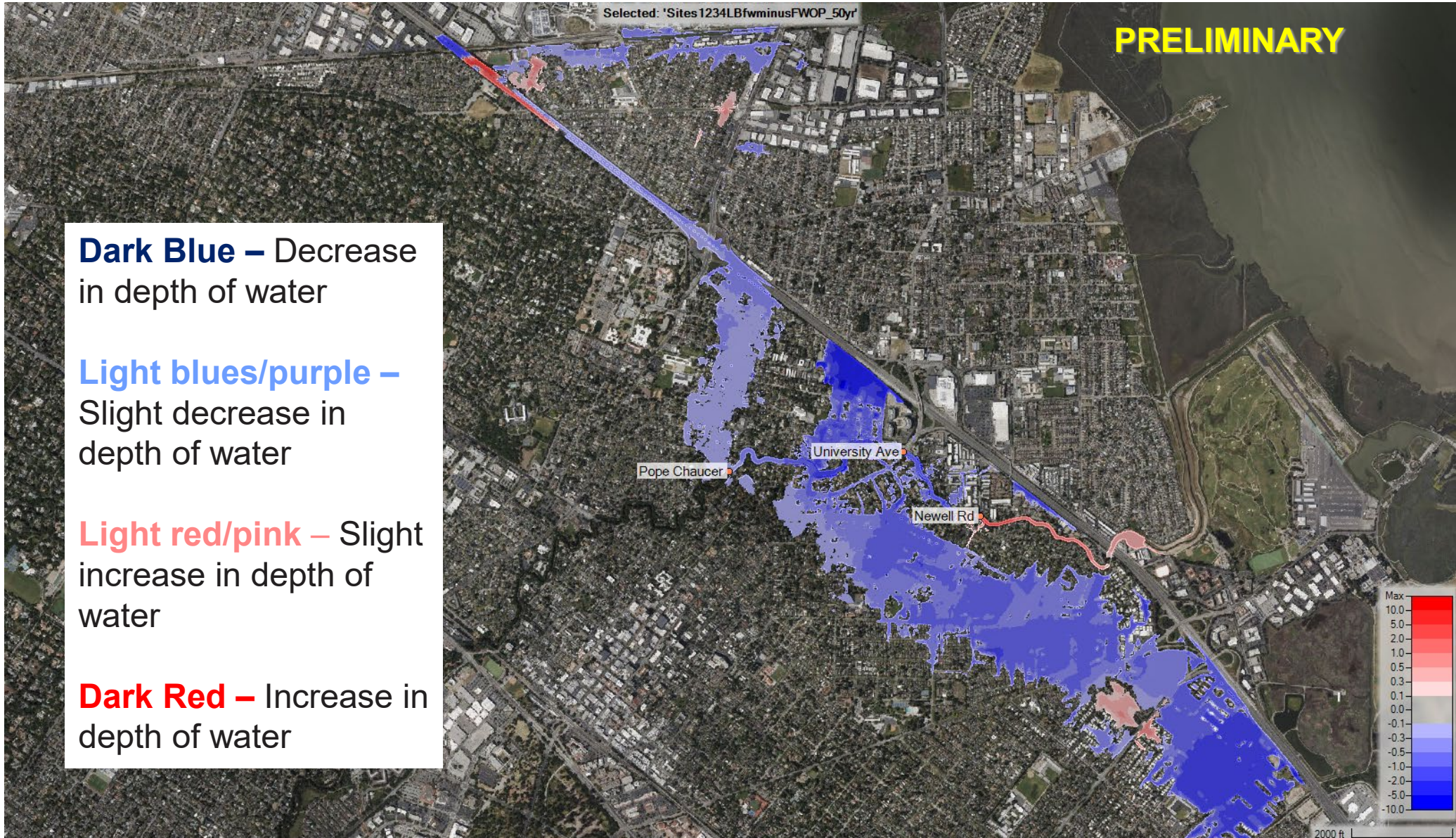
2% AEP (50-YR) EVENT





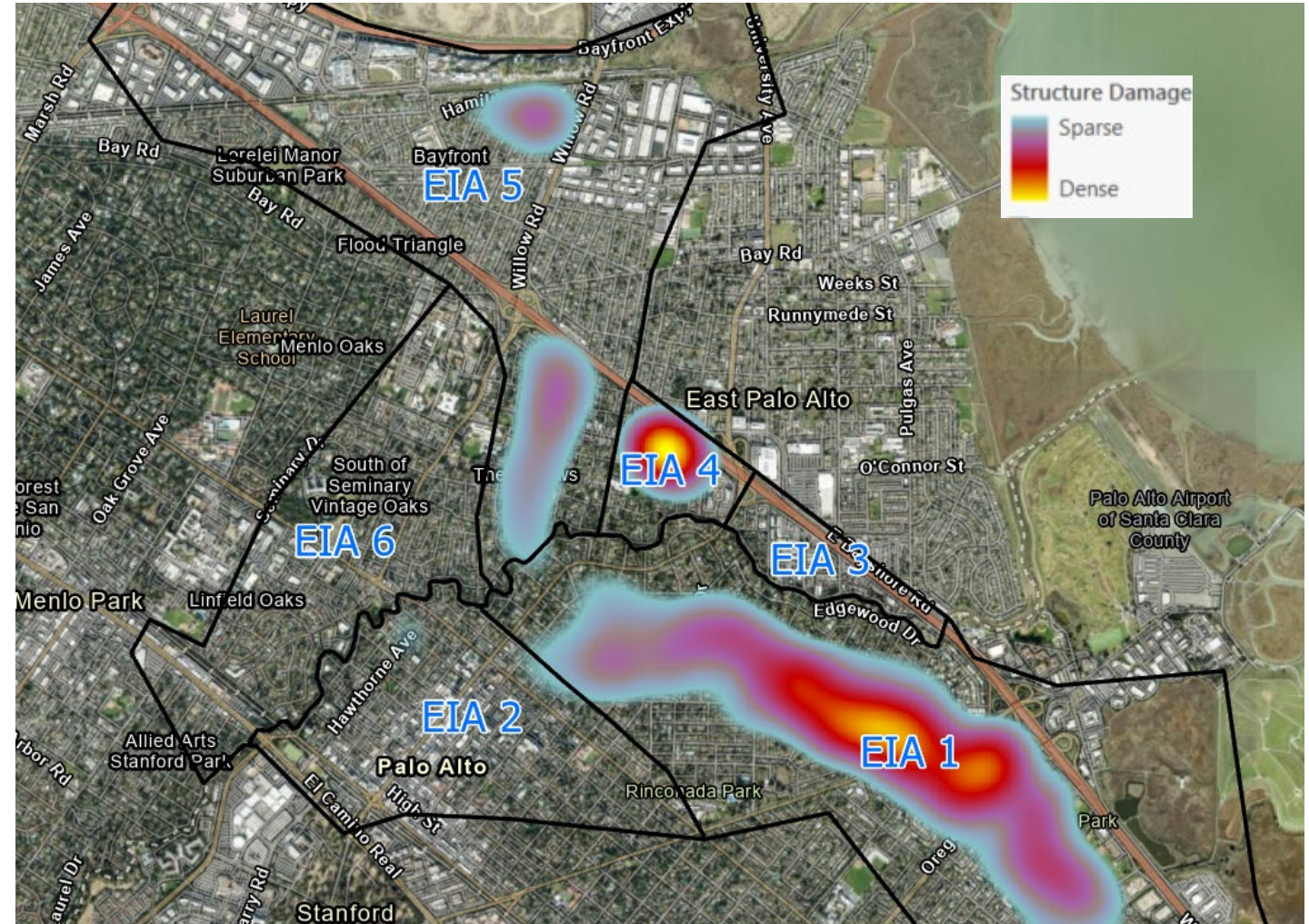
DEPTH DIFFERENCE: SITES 1,2,3,4 & FLOODWALL MINUS EXISTING CONDITIONS

2% AEP (50-YR) EVENT



ECONOMIC MODELING PRELIMINARY RESULTS

- Under the Existing/Future Without a Project, expected annual damages (EAD) are ~\$19 million
- Damage hotspots include Economic Impact Area (EIA) 4 (southwest East Palo Alto) and EIA 1 (northeast Palo Alto)
- CAP projects are limited to \$15M federal dollars which translates to ~\$1.5M in annualized costs on the high end
- CAP projects are required to have a 1.0 BCR



Heat map of structure/content damage in the Existing Condition



CONCEPTUAL SCHEDULE



Tentatively Selected Plan (TSP)

- Confirm Benefits
- Update Costs
- Screen alternatives
- Identify new TSP and confirm within USACE
- Reinitiate Env Compliance



Draft Report

- Update Draft Report
- Internal Reviews
- Public & Agency Review
- Env Compliance ongoing



Final Report

- Update Report
- Internal Reviews
- Env Compliance Complete
- Report Approval



Design

- Execute Cost Sharing Agreement
- Review Designs
- Plans & Specs
- O&M Manual
- Certify Real Estate



Construction

- Contract Solicitation & Award
- Construction
- O&M Manual
- Project Handoff



SUBJECT TO CHANGE: Schedule is contingent on Sites 3 & 4 being completed by SFCJPA and receipt of federal and non-federal funding. Feasibility schedule is accelerated based on the new USACE RAPID framework. .



QUESTIONS & DISCUSSION

Agenda Item 6.A. - Montrose Environmental Contract Scope Modification to include Biological Assessment

Background

In March 2025, a Request for Proposals (RFP) was posted for services to support the SFCJPA in obtaining a stream maintenance permit to continue annual creek maintenance activities. These activities, such as removing dead and downed trees, invasive species removal, and sediment management, help improve the riparian habitat and reduce blockages in the creek that may increase flood risk.

In May 2025, the Board approved resolution 25-05-28-A to allow the SFCJPA to negotiate and award a contract with Montrose Environmental for the original proposed amount of \$352,084. After discussions with Montrose Environmental, SFCJPA agreed to increase the scope of the contract to obtain permits for sediment management and prepare a Creek Maintenance Plan. The additional scope increased the total contract amount to \$413,240. In August 2025, the Board approved this scope and cost increase through resolution 25-08-28-C.

Since San Francisquito Creek is habitat for steelhead trout, a special-status fish species, an updated Biological Assessment and consultation with the Endangered Species Act (ESA) is required as part of CEQA documentation and environmental permits. The Biological Assessment will address potential impacts to federally listed species and their habitat. This work is not included in the current scope of work with Montrose Environmental and has been newly added as Task 1.4 Biological Assessment.

To avoid increasing the total fee of the contract, the amendment will remove Task 4 Preparation of Invasives Species Removal Plan from the scope of work and reallocate funds to Task 1.4 Biological Assessment. The Biological Assessment is needed for CEQA evaluations, and the invasive species plan is part of the longer-term Creek Maintenance Plan. The project schedule has been adjusted to reflect this change, with a new end date of March 2028. Draft permit applications are expected to be submitted in February 2027, and CEQA certification in March 2027. Final permits are expected by February 2028.

SFCJPA staff may develop the Invasive Species Removal Plan, or depending on timing and costs, may consider a second amendment in the future to complete permitting for creek maintenance. Since this is a material change to the contract's scope, the contract

amendment will need to be approved by the Board. The total contract amount will not change.

Recommendation

Consider and approve resolution 2026-04-23-A authorizing the Executive Director to execute Amendment No. 1 to the existing contract with Montrose Environmental for a scope and schedule change, with no change to the existing not-to-exceed total of \$413,240.

**AMENDMENT NO.1 TO AGREEMENT FOR
San Francisquito Creek Channel Maintenance Permitting**

**BETWEEN THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY
AND MONTROSE ENVIRONMENTAL SOLUTIONS, INC.**

This Amendment (“Amendment No. 1”), effective as of the date it is fully executed by the parties, amends the terms of the Consultant Agreement (“Agreement”) between the San Francisquito Creek Joint Powers Authority (“Authority”) and Montrose Environmental Solutions, Inc. (“Consultant”), dated September 4, 2025. Capitalized terms not otherwise defined will have the meaning set forth in the Agreement.

WHEREAS, the parties desire to amend the Agreement to modify the Scope of Services and Schedule to include Task 1.4 Biological Assessment. This task includes work needed to update the project’s Biological Assessment to incorporate sediment removal activities and impacts, and to support the Endangered Species Act (ESA) consultation.

WHEREAS, the parties desire to amend the Agreement to modify the Scope of Services and Schedule to remove Task 4 Preparation of Invasive Species Removal Plan.

NOW, THEREFORE, in consideration for the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Consultant and the Authority hereby agree as follows:

1. Exhibit A, Scope of Services, shall be replaced fully by the Amended Scope of Services described in Attachment A
2. Exhibit B, Schedule of Performance, is hereby extended until March 31, 2028.
3. Exhibit C, Compensation, shall remain the same for an amount not-to-exceed \$413,240.
4. All other terms and conditions stated in the original Agreement remain in full force and effect.

AUTHORITY

CONSULTANT

Margaret Bruce
Executive Director
Date:

Kristina Hysler
Vice President, Western U.S. Region
Date:

Nasym Afsari
General Counsel and Secretary
Date:

Attachment A
Amended Scope of Services

San Francisquito Creek Joint Powers Authority

San Francisquito Creek Routine Stream Maintenance Permits

To: Tess Byler, San Francisquito Creek Joint Powers Authority
Denean Ni, San Francisquito Creek Joint Powers Authority

From: Ken Schwarz, Montrose Environmental Group
Bridget Lillis, Montrose Environmental Group

Date: March 17, 2026

The San Francisquito Creek Joint Powers Authority (SFCJPA) is proposing to conduct the following routine maintenance activities within San Francisquito Creek: removal of downed trees in the creek bottom, removal of standing dead trees along the creek, management of invasive plant species, and sediment management at culverts and crossings, including at Highway 101. These activities would occur along city and San Mateo and Santa Clara County easement areas along San Francisquito Creek. Under this scope of work, Montrose Environmental Group (Montrose) will provide environmental compliance and permitting support services for the project, including preparing necessary technical studies, regulatory permit applications, and a California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND). These tasks are described in more detail below.

Scope of Work

Task 1. Technical Studies

Task 1.1 Biological Conditions Report

The SFCJPA completed an EIR in September 2019 that describes existing information on potential biological resources in the project area. A Draft Biological and Essential Fish Habitat Assessment for *The San Francisquito Creek Flood Protection, Ecosystem Restoration, And Recreation Project Upstream Of Highway 101* was developed in November 2019. This report was updated in May 2022 for the Reach 2 project permitting. Montrose will review these reports and utilize existing background information as well as the results of the field surveys to update the Biological Conditions Report. If it is determined during the review that an updated report is not required, the previously prepared reports will be submitted with the permit applications and this scope and cost will be updated accordingly.

Data sources for this report may include U.S. Geological Survey quadrangle maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory maps, the California Natural Diversity Database (CNDDDB), other technical literature related to the biotic resources of the project vicinity, regional planning documents (such as general plans), species data compiled by the California Native Plant Society (CNPS) or other public interest groups, and resource agency data.

Following review of the existing information, Montrose will conduct a reconnaissance-level field survey to confirm the existing biological conditions including the potential for occurrence of special-status

plants and animals within the project area as well as mapping and descriptions of habitats in the expanded project footprint. The field survey will occur during low-flow or no-flow conditions.

Information will be synthesized into a revised and/or updated draft report that describes existing biological conditions, including existing habitats, potential for occurrence of special-status plants and animals including fish, any potentially jurisdictional or sensitive habitats, and any other biological resources that might be of concern. Montrose will submit a draft report to the SFCJPA for review and revise the report following one round of review.

Task 1.1 Deliverables: Updated draft and final Biological Conditions Report (electronic)

Task 1.1 Assumptions: Based on the review of the existing report, an update to the previously prepared Draft Biological and Essential Fish Habitat Assessment would be required. This task assumes that existing site conditions have not substantially changed since the preparation of the BCR such that substantial updates would be needed.

The field survey will be reconnaissance-level only, not protocol-level or seasonally timed for specific species.

A copy of the existing biological reports will be provided in a format that can be easily updated.

Task 1.2 Wetland Delineation Report

Montrose will prepare a Wetland Delineation Report in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and the regional supplements for the Arid West Region. Under this task, Montrose will conduct a site visit, in coordination with the Biological and Essential Fish Habitat Assessment, to map wetlands and other waters of the U.S./state within the maintenance area along the creek. As noted above, San Francisquito Creek is an intermittent stream; however, certain areas are continuously wet as a result of stormwater discharges and in the upper watershed (not part of this scope) where the creek is on bedrock, small pools will remain year-round. The draft Wetland Delineation Report will be submitted to SFCJPA and member entities for review. Following review, this report will be revised as needed and submitted to the regulatory agencies as part of the permit applications described below in Task 3.

If requested by USACE, the SFCJPA will organize and attend one field visit with USACE to review the wetland delineation findings. Based on feedback received from USACE, the report will be revised.

Task 1.2 Meetings: Field visit with USACE to review wetland delineation, if requested

Task 1.2 Deliverables: Draft and final Wetland Delineation Report (electronic; GIS files)
Revised Wetland Delineation Report based on comments from USACE, if necessary (electronic)

Task 1.2 Assumption: No major changes to the wetland delineation would be required after USACE review. Refinements would be minor and related to adjustments to report mapping or minor text edits.

Task 1.3 Cultural Resources Assessment Report

A cultural resource testing investigation, and Area of Potential Effects (APE) was completed October 5, 2021, for a 1.8-mile area of the creek from the upstream side of West Bayshore Road to the area immediately upstream of the Pope-Chaucer Bridge. The results of the 2021 background research and survey effort determined that there are no historic properties, including archaeological resources, in the 1.8 mile of creek. However, based on this report, and information from Stanford University, the banks of San Francisquito Creek are sensitive to tribal and cultural artifacts. Although the testing program did not uncover any tribal or cultural artifacts, it does not preclude their presence.

Under this task, a qualified archaeologist provided by Montrose will review the 2019 cultural resource testing investigation report and determine if additional information is needed for potential historic resources and buried archaeological sites. Montrose will develop an updated APE map for use in evaluating cultural resource impacts for the project area. The APE will be submitted for review and confirmation by SFCJPA. Montrose will determine if additional information is needed and assess the likelihood of unrecorded cultural resources based on historical references and the distribution of environmental settings of nearby sites based on site specific work included in this scope of work.

To comply with Assembly Bill (AB) 52, the Native American Heritage Commission (NAHC) in Sacramento will be contacted to determine whether Native American sacred sites are known to be located in or near the project area and to request a list of Native American tribes in both San Mateo County and Santa Clara County near the creek that have a traditional and cultural affiliation with the project area. Montrose will assist SFCJPA with Native American tribe consultations by preparing draft initial AB 52 consultation letters to tribes for use by SFCJPA. Note that the response from the NAHC can take 3-4 weeks; as described in Public Resources Code Section 21080.3.1(b)(2), contacted tribes must respond to the project notification letters within 30 days. Montrose will also send request letters to relevant historical societies or other institutions to determine if any areas of historical concern have previously been documented. Responses from historical societies are generally received within 1 month.

A cultural resources field inventory was conducted in 2019 in Reach 2 and Reach 3; however, due to the dense vegetation in the creek and steep bank areas, the field examination of the ground surface was not useful. Montrose will determine if a ground survey is needed, since the APE is assumed to be the entire maintenance area. If the qualified archaeologist determines that it is needed, it will be conducted after any record search results are received. Archaeologist(s) will examine the ground surface within the APE by walking closely spaced transects. Trowels or hoes may be used to clear vegetation and increase ground surface visibility. Any identified archaeological resources will be recorded on the standard California Department of Parks and Recreation (DPR) Form 523. These will include photographs and a site map, and global positioning system data will be collected to accurately delineate the locations of all

resources. DPR record updates will be prepared for any resources within the APE that had been recorded previously.

After additional record search and field inventory, if indicated, are completed, Montrose will prepare a Cultural Resources Assessment Report. The report will include, at a minimum, a project description, project location, results of the literature search (historic and prehistoric), results of the field studies, a summary of findings and conclusions. The report will include mapping of archaeological site location data and survey coverage areas, as appropriate.

Resources identified will not be evaluated for eligibility for inclusion to the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP) as any impacts will be avoided.

Compliance with Section 106 of the National Historic Preservation Act (NHPA) is a condition for receiving a discretionary federal approval, such as a CWA Section 404 permit. The cultural resource assessment report for the cultural resources inventory will comply with the requirements of Section 106 of the NHPA and be prepared according to the inventory requirements of the California Office of Historic Preservation. This report will be submitted to USACE as part of the CWA Section 404 permit application described in Task 3.1 as well as support the CEQA IS/MND. A copy of the report will also be submitted to the NWIC.

Task 1.3 Deliverables: Draft and final Cultural Resources Assessment Report (electronic)

Draft letter to tribes for initial AB 52 consultation to be used by SFCJPA (electronic)

Task 1.3 Assumptions: SFCJPA will be responsible for sending out the AB 52 letters to the list of Native American tribes with a traditional and cultural affiliation with the project area.

If potentially significant archaeological resources are identified within the project area, measures will be taken to avoid impacts so there is no need to formally evaluate their significance.

This scope of work does not include work effort should archaeological resources be identified, and it is determined that the site(s) cannot be avoided by project construction, and the resource(s) will need to be evaluated for the CRHR and NRHP. Such a situation is outside of this scope of work.

Task 1.4 Biological Assessment

An H. T. Harvey & Associates biologist familiar with the biology and habitat of special-status fish will conduct a site visit at the two sediment removal sites during low-flow or no-flow conditions to assess

the suitability of habitat for listed fish species, as well as the project’s proposed impacts at those locations.

Following the site visit, HTH will assist the JPA by coordinating with the USACE and NMFS to determine how those agencies would like to proceed.

If requested, HTH will update the project’s existing Biological Assessment (BA) to incorporate the sediment removal work and impacts and support the USACE with the Endangered Species Act (ESA) Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS). The BA will address the potential for project activities to result in “take” (harm or harassment) of federally listed species and adverse modification of their habitat. Once approved by the SFCJPA, the BA will be submitted to the USACE during the CWA Section 404 permitting process. This task would also include coordination and consultation with the USACE and/or NMFS and USFWS pursuant to Section 7 of the ESA.

HTH will submit a draft updated BA to Montrose and SFCJPA for review. HTH will revise the draft updated report following one round of review by Montrose and SFCJPA

Task 1.4 Deliverables: Draft and final updated BA (electronic)

Task 1.4 Assumptions: This task assumes that longfin smelt and green sturgeon will not need to be added to the project’s BA (i.e., that the project will implement measures, such as avoiding dewatering, to avoid the potential for impacts on these species).

No additional mitigation (beyond what the project already proposes) would be required.

Task 2. California Environmental Quality Act Documentation

Task 2.1 Prepare Project Description

The Project Description will form the fundamental basis from which to engage resource agencies, initiate California Environmental Quality Act (CEQA) impact evaluations, and to prepare permit applications. Based upon the general description of maintenance activities described above, Montrose will develop a Project Description for the project that is consistent with CEQA statute and guidelines. Specifically, the Project Description will include the standard information required by CEQA Guideline Section 15124, such as a site location map, description of the proposed project and its goals, project features, construction methods, and long-term operations and management.

Montrose will submit the draft Project Description for SFCJPA review, revise it based on comments received, and resubmit it to the SFCJPA with the administrative draft Initial Study/Mitigated Negative Declaration (IS/MND) as part of Task 2.2.

Task 2.1 Meetings: Two (2) conference calls/virtual meetings with SFCJPA

Task 2.1 Deliverables: Draft and Final Project Description (electronic)

Task 2.2 Prepare Initial Study/Mitigated Negative Declaration

This scope of work assumes that an Initial Study/Mitigated Negative Declaration (IS/MND) is the appropriate CEQA pathway for routine maintenance and invasive plant management activities in San Francisquito Creek. If, during development of the project description this assumption changes to indicate a different CEQA compliance pathway is more suitable (e.g., if a significant impact is identified that cannot be mitigated to a less-than-significant level), Montrose will inform and discuss such change in direction with the SFCJPA.

Montrose will prepare an Administrative Draft IS/MND that contains the required sections as outlined by the CEQA Guidelines. Technical analyses and impact assessments will be prepared using the impact topics prescribed in Appendix G of the CEQA Guidelines. Montrose will use the results of the IS to focus the impact analysis to those environmental resource topics most affected by the proposed project (e.g., Air Quality/Greenhouse Gas [GHG] Emissions, Biological Resources, Hydrology and Water Quality, etc.) while reducing the level of analysis on the remaining resource topics (e.g., Agriculture, Minerals, Population and Housing, etc.). Each topical section will include a description of the environmental and regulatory setting, as applicable; clearly describe project impacts; identify the level of significance based on the applicable thresholds; if needed, provide mitigation measures to reduce the impact to a less-than-significant level; and identify the level of significance after mitigation.

The Administrative Draft IS/MND will contain the following sections:

- **Introduction.** This section will instruct readers on how to find information in the IS/MND and will explain the regulatory purpose of the document, the public’s role, and steps in the process.
- **Project Description.** Developed in Task 2.1 and revised per SFCJPA comments.
- **Environmental Analysis.** The Administrative Draft IS/MND will contain environmental analysis for the following issue areas, according to Appendix G of the CEQA Guidelines:

Aesthetics	Hydrology and Water Quality
Agriculture and Forestry Resources	Land Use and Planning
Air Quality	Noise
Biological Resources	Population and Housing
Cultural Resources	Public Services and Utilities
Energy Resources	Recreation
Geology, Soils, and Mineral Resources	Transportation
Greenhouse Gas Emissions	Tribal Cultural Resources
Hazards and Hazardous Materials	Wildfire

Cumulative Impacts

Mandatory Findings of Significance

- **Agencies and Persons Contacted, References and Literature Cited, and Report Preparers.**
- **Appendices.** Appendices that provide additional information about technical topics will be included in the IS/MND, as needed.

Montrose will submit electronic files of the Administrative Draft IS/MND to SFCJPA staff for review. Montrose will meet with SFCJPA staff to discuss comments and agree on appropriate revisions. Montrose will then prepare a Screen-check Draft IS/MND that incorporates the revisions.

The Screen-check Draft will be submitted electronically for SFCJPA staff review. Montrose will finalize the IS/MND based on comments received on the Screen-check Draft IS/MND. SFCJPA staff will review and confirm electronic files prior to producing the IS/MND for public circulation.

Public notice is required for the intent to adopt a Negative Declaration (ND) or MND. Montrose will prepare a draft Notice of Intent (NOI), Notice of Completion (NOC) for submittal to the State Clearinghouse, and public notices (as required). SFCJPA will be responsible for preparing a CEQA distribution list.

The SFCJPA will post the Public Draft IS/MND and notices to the State Clearinghouse CEQA portal and will be responsible for distributing the public notices and Public Draft IS/MND to agencies/persons on the distribution list. The SFCJPA will be responsible for payment for and posting of on-site notices and legal notices in the newspaper.

Following the close of the 30-day public comment period on the IS/MND, Montrose will review the comments received and meet with SFCJPA staff to discuss the comments and the approach to responses. Montrose will then prepare a memorandum that briefly considers the comments received and provides responses for SFCJPA staff to use in considering adoption of the IS/MND and approval of the proposed project and that can be appended to the IS/MND, if determined necessary. A draft and final response to comments memorandum will be prepared. Montrose will be available to attend the approval hearing with SFCJPA staff to support the review and approval process of the IS/MND. For the purposes of cost estimating, no more than five substantive public comments will be received.

Montrose will prepare the Notice of Determination (NOD) for team review. The SFCJPA will file the NOD with the State Clearinghouse, San Mateo County Clerk, Santa Clara County Clerk, and pay CEQA filing fees.

Task 2.2 Meetings:

One (1) conference call/ virtual meeting to kick off CEQA process

Two (2) conference calls/ virtual meetings to review and discuss SFJCPA comments on the draft IS/MND

One (1) conference call/ virtual meeting to discuss public comments received and IS/MND certification

Task 2.2 Deliverables: Administrative Draft IS/MND (electronic)
Screen Check Draft IS/MND (electronic)
Public Draft IS/MND (3 hardcopies; electronic)
Draft and Final Response to Comments Memorandum (electronic)
Draft and Final NOI, NOC, NOD and other notices, as requested (electronic)

Task 2.2 Assumptions: Preparation of an IS/MND is the most suitable CEQA compliance pathway based on the current understanding of the project. If an Environmental Impact Report (EIR) is determined to be required, Montrose will discuss with SFCJPA, and an additional scope of work or contract amendment may be prepared.

A description of the routine maintenance activities and invasive species removal will be provided by SFCJPA and will provide the basis for the Project Description.

Montrose will prepare an IS/MND concentrating on the impact analysis to those environmental resource topics most affected by the proposed project while reducing the level of analysis on the remaining resource topics.

NEPA compliance will not be required.

SFCJPA will be responsible for publishing the CEQA document and notice submissions to the State Clearinghouse CEQA portal and for distributing the documents to the agencies/persons on the distribution list.

SFCJPA will be responsible for payment for and posting of on-site notices and legal notices in the newspaper and for the CEQA filing fee.

SFCJPA will receive no more than five substantive public comments on the Public Draft IS/MND. One comment letter may contain more than one substantive comment and some letters may repeat the same comment(s) which will only be considered one substantive comment.

Task 3. Environmental Permitting

Task 3.1 Clean Water Act (CWA) Section 404 Permit – USACE

The project will require authorization from USACE under the CWA Section 404 for fill and/or dredge within jurisdictional waters of the U.S. Montrose anticipates that the project will qualify for a Nationwide Permit (NWP) No. 3, Maintenance. If USACE determines that the project does not meet NWP requirements and elects to authorize the project under an alternative permitting pathway, such as a standard permit, Montrose will discuss the permitting process with SFCJPA and an amendment to this

scope of work may be required. Montrose will prepare a Pre-construction Notification (PCN) and an application package. Montrose will submit a draft application package to SFCJPA for review. Montrose will address one round of comments from SFCJPA and revise and submit the permit application package to USACE. The application package will include:

- Cover letter to introduce the project;
- PCN form;
- Covered routine maintenance activities;
- Technical studies, including the biological conditions report (Task 1.1), wetland delineation report (Task 1.2), and cultural resources assessment report (Task 1.3).

Task 3.1 Meetings: Up to two (2) conference calls/ virtual meetings with SFCJPA and USACE

Task 3.1 Deliverables: Draft and revised PCN permit application package (electronic)

Task 3.1 Assumptions: 404(b)(1) Alternatives Analysis for USACE is not required.

This project will meet NWP requirements.

Montrose will prepare and submit a draft version of the application materials and supplemental information for review by SFCJPA. Montrose will revise the application materials based on one (1) round of comments.

SFCJPA will be the primary contact with regulatory agency staff through the permitting process.

No federally listed species will be impacted or present within the project area so USFWS Endangered Species Act (ESA) Section 7 Consultation would not be required.

Task 3.2 CWA Section 401 – RWQCB

The project will require authorization from the San Francisco Bay Regional Water Quality Control Board (RWQCB) under CWA Section 401 for fill and/or dredge in waters of the state. Montrose will prepare the following permit application items:

- Cover letter to introduce the project;
- Form R2C502-E, Application for 401 Water Quality Certification and/or Report of Waste Discharge Requirement (401 WQC/WDR), which is the standard permit application form for RWQCB permits;
- Description of Routine Maintenance Activities and Invasive Plant Management Plan (Task 4);
- Technical studies, including the biological conditions report (Task 1.1) and wetland delineation report (Task 1.2);

- Mitigation Monitoring and Reporting Plan (Task 5); and
- CEQA compliance documentation (Task 2).

The draft 401 WQC/WDR application package will be submitted to SFCJPA and member entities for one round of review and Montrose will revise and submit the permit application package to RWQCB.

Before submitting the 401 WQC/WDR application package to RWQCB, a Pre-filing Meeting be requested. The SFCJPA will submit a Pre-filing Meeting request to the RWQCB. Following the pre-filing meeting, Montrose will revise the application materials and resubmit to SFCJPA for a second round of review, including all graphics.

Supplemental information or data may be requested by RWQCB during the application review process. Montrose will support the information response process with RWQCB so that final permits are obtained and the MMP is approved.

SFCJPA will be responsible for paying and processing the application fee required by RWQCB.

Task 3.2 Meetings: One (1) pre-filing meeting with SFCJPA and RWQCB
Up to five (5) conference calls/ virtual meetings with SFCJPA and RWQCB

Task 3.2 Deliverables: Draft RWQCB Application submitted to the SFCJPA (electronic)
Revised RWQCB Application submitted to RWQCB (electronic)

Task 3.2 Assumptions: SFCJPA will submit the pre-filing meeting request.
A pre-filing meeting with the RWQCB will be held.
Montrose will prepare and submit a draft version of the application materials and supplemental information for review by SFCJPA. Montrose will revise the application materials based on one (1) round of comments.
SFCJPA will be the primary contact with regulatory agency staff through the permitting process.

Task 3.3 California Department of Fish and Wildlife (CDFW)

Montrose will prepare a standard application for a Streambed Alteration Agreement (SAA) under Fish and Game Code 1602 following the application format provided in the CDFW Environmental Permit Information Management System (EPIMS) External Permitting Portal. Montrose will also prepare supplemental information, as needed, to support the application. Montrose will prepare and submit a draft version of the application and supplemental information for review by SFCJPA. Montrose will revise the application materials based on one (1) round of comments by SFCJPA upload the material to the EPIMS portal.

This scope of work assumes that the SFCJPA will open an SAA application in the EPIMS system to initiate the application process and upload the SAA application material into the EPIMS system. If the SFCJPA would like Montrose to submit the application materials on their behalf, then the SFCJPA can add Montrose's project manager under the 'Additional Contacts' field in the EPIMS system for the project, which would enable Montrose to directly upload the application material into the EPIMS system. Additional effort for Montrose to upload application materials is not included in this scope of work or associated cost estimate but could be performed if there is remaining budget in this task once the permit application materials have been developed and submitted.

If CDFW requests additional information in order for the application to be considered complete, Montrose will be available to revise and/or supplement the SAA application package within the available budget remaining in this task once the permit application has been developed and submitted.

SFCJPA will be responsible for paying the application fees required by CDFW for the SAA.

Once the draft permit is issued, Montrose will review the draft permit conditions and recommend any changes to the SFCJPA.

Task 3.3 Meetings: One (1) conference call/ virtual meeting with SFCJPA staff and CDFW

Task 3.3 Deliverables: Draft SAA Application Package submitted to SFCJPA (electronic)

Revised SAA Application Package uploaded to EPIMS (electronic)

Task 3.3 Assumptions: Montrose will prepare and submit a draft version of the application materials and supplemental information for review by SFCJPA. Montrose will revise the application materials based on one (1) round of comments.

SFCJPA will be the primary contact with regulatory agency staff through the permitting process.

Task 4. ~~Preparation of Invasive Species Removal Plan~~

~~Montrose will prepare a draft Invasive Plant Management Plan (IPMP). The IPMP will focus on invasive plant management activities along an approximately 3 mile section of the creek, extending from El Camino Real to Highway 101. This section of creek is where most invasive species have been mapped. Coordinates are included below.~~

~~▪ Downstream Location (West Bayshore Road) 37°27'12.3"N 122°07'47.2"W~~

~~▪ Upstream Location (El Camino Real): 37°26'46.5"N 122°10'17.4"W~~

~~The San Francisquito Creek Bank Stabilization Master Plan documented that approximately 65% of the riparian habitat within the San Francisquito Creek is highly threatened by invasive plant species and that~~

~~non-native infestation of native plant communities is greatest along the lower portions of the creek where concrete-lined banks abut residential development.~~

~~The IPMP will target at a minimum three invasive trees: Eucalyptus, Acacia and Tree of Heaven as well as invasive herbaceous species, such as cape, Algerian and English Ivy, giant reed, star thistle and Stinkwort.~~

~~Several sources of information are available to support this effort, including the San Francisquito Creek Bank Stabilization and Master Plan, GIS maps developed of invasive species in the creek by Valley Water and Grassroots Ecology, and a draft internal IPMP developed by SFCJPA.~~

~~The IPMP is a complement to other invasive removal plans that are being developed by Stanford University for the Upper Watershed (Tom Zigterman, personal communication, 2023).~~

~~Task 4 Meetings: Two (2) conference calls/ virtual meetings with SFCJPA staff~~

~~Task 4 Deliverables: Draft and Final IPMP (electronic)~~

~~Task 4 Assumptions: This plan will be submitted as part of the permit applications under Task 3.~~

Task 5. Preparation of the Routine Maintenance Mitigation Monitoring and Reporting Plan

This task covers the draft and final Mitigation Monitoring and Reporting Plan (MMRP) for routine stream maintenance and invasive plant species management occurring from El Camino Real to Highway 101 for lands where cities and/or counties have easements and are not otherwise covered under other permits for stream maintenance activities. The MMRP will describe how the program will be implemented and specify the reporting requirements. The draft MMRP will be prepared as part of the permit application package under Task 3 and the MMRP will be finalized after the permits are issued.

Task 5 Meetings: Two (2) conference calls/ virtual meetings with SFCJPA staff and Resource Agency staff

Task 5 Deliverables: Draft and Final Mitigation Monitoring and Reporting Plan (electronic)

Task 6. Project Management and Coordination

Montrose will provide project management services to support to project activities and communicate regularly with the SFCJPA project manager. Montrose will track staff labor, oversee staff assignments, manage subcontractor activities, and supervise overall contract performance. Montrose will conduct monthly meetings to provide project status reports and resolve key issues. Montrose will provide an agenda prior to and notes following each meeting. Montrose will also prepare monthly invoices and closely track the status of each task and remaining budget.

Task 6 Meetings: Monthly or as needed check-in meetings with SFCJPA staff

Task 6 Deliverables: Monthly invoices with progress reports describing work accomplished during the billing period and any challenges to meet scheduled deliverable dates or delays (electronic)

Meeting agenda and meeting notes (electronic)

Task 6 Assumptions: This scope of work assumes up to 20 meetings with SFCJPA.

Task 7. Prepare Creek Maintenance Plan

Montrose will develop a Draft Creek Maintenance Plan (CMP) that will include an introduction, a description of the current regulatory framework and setting, a description of the proposed maintenance activities (i.e., sediment management, vegetation removal, and management of invasive plant species), a description of the existing physical and biological baseline conditions, a description of approaches to avoid and minimize potential impacts, mitigation approaches and strategies, and a description of notification and reporting requirements. Montrose will submit a Draft CMP to SFCJPA for review. Montrose will meet with the SFCJPA to discuss the comments and necessary revisions. A Final CMP will be prepared based on SFCJPA's comments on the Draft CMP. The Final RMP will be provided to the regulatory agencies at the time that permit applications are submitted and will also be the version used to support the CEQA process.

Task 7 Meetings: Two (2) conference calls/virtual meetings with SFCJPA

Task 7 Deliverables: Draft and Final CMP (electronic)

Schedule

The schedule identified in **Table 1** assumes that maintenance activities will be conducted during the 2027 work season.

Table 1. Estimated Project Schedule

Key Milestone / Task	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027
Notice to Proceed	■																			
Project Description		■	■	■	■	■														
Site Visit							■													
Technical Studies						■	■	■	■											
Draft Creek Maintenance Plan							■	■	■	■	■	■								
Final Creek Maintenance Plan													■	■	■					
Draft IS/MND													■	■	■	■	■			
30-day Public Review Period																		■		
Certification of IS/MND and Approval of Proposed Project																			■	
Submit draft permit applications (i.e., USACE, RWQCB, and CDFW)																■	■	■		
Draft Mitigation Monitoring and Reporting Plan (MMRP)																	■	■		
Final Mitigation Monitoring and Reporting Plan (MMRP)																			■	■

Attachment B
Schedule of Completion

Based on the Estimated Project Schedule listed in Attachment A, draft permits should be submitted by February 2027 with final permits by February 2028.

The contract end date is March 31, 2028.

All work is to proceed expeditiously without significant lags to meet or exceed the above schedule.



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

RESOLUTION NUMBER 26-04-23-B

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

To authorize the Executive Director to execute a contract with Richardson and Company, LLP. to provide annual financial audits for a period of three years for \$86,375 over an initial three-year term, with the option to extend the contract for two additional one-year periods. The total not-to-exceed contract amount for the full five-year term is \$151,650.

A. **BE IT RESOLVED** by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby authorizes the Executive Director to execute a contract with Richardson and Company, LLP., for the scope of work, as described above, for a not-to-exceed amount of \$86,375 over three years, with the option to extend the contract for two additional one-year periods, for a total not-to-exceed contract amount of \$151,650 over five years.

Approved and adopted on Thursday, April 23, 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. – Audit Services Agreement

Background

The SFCJPA is required to retain an independent auditor to perform its annual financial audit. The previous audit services contract with Grant & Smith, LLP concluded with the audit for the fiscal year ending June 30, 2024.

The San Francisquito Creek Joint Powers Authority (SFCJPA) issued a Request for Proposals (RFP) for auditing services on January 29, 2026. In addition to posting the RFP publicly, staff contacted ten firms recommended by SFCJPA member agencies. Three responsive proposals were received. Interviews were conducted with all three firms by an interview panel that included the SFCJPA Executive Director, the Finance and Administration Manager/Clerk of the Board, and CPA consultant Nancy Flynn.

Following a thorough evaluation of written proposals, interviews with each firm's key personnel, and client reference checks, staff selected Richardson and Company, LLP to provide audit services. Richardson and Company received the highest overall evaluation score unanimously from the interview panel.

Recommendation

Staff recommends that the Board authorize the Executive Director to execute an audit services agreement with Richardson and Company, LLP for a not-to-exceed amount of \$86,375 over an initial three-year term, with the option to extend the contract for two additional one-year periods. The total not-to-exceed contract amount for the full five-year term is \$151,650. The agreement will support SFCJPA's ongoing financial management and compliance requirements.

SFCJPA - AGREEMENT FOR

Professional Auditing Services

THIS AGREEMENT is made as of April 1, 2026, by and between the San Francisquito Creek Joint Powers Authority, a joint powers authority organized under California Government Code sections 6500 et seq. ("Authority"), and [Richardson and Company, LLP](#) ("Consultant").

RECITALS

- A. Purpose: To support the SFCJPA's financial management through audit services.
B. Services: Authority desires to utilize the services of Consultant as an independent contractor to provide the following services to Authority.

Consultant is to provide audit services for fiscal years ending June 30, 2025, to June 30, 2027, with an option to extend for the years ending June 30, 2028, and 2029. Details of Consultant's Scope of Work are provided in Exhibit A.

- C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

- D. Exhibits:
- Exhibit A – Scope of Service
 - Exhibit B – Compensation and Schedule
 - Exhibit C – Terms of the Engagement Under Audit Standards

The parties agree to the following:

1. Consultant's Services.

- A. Scope and Level of Services. The nature, scope, and level of the specific services to be performed by Consultant (and any sub-consultants) are set forth in Exhibit A, Scope of Work, attached hereto.

- B. Time of Performance. The services shall be performed according to the Schedule of Performance described generally along with cost of services in Exhibit B.

- C. Standard of Care. Consultant hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement and will perform the services to a standard of reasonable professional care.

- D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Authority and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. Term of Agreement.

- A. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until December 31, 2027 (with an option to extend the term of services to December 31, 2029, upon mutual agreement), and/or the services required hereunder have been completed satisfactorily by Consultant.

3. Compensation. Authority agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit B, for each year of audit completion. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the annual amount for each year's audit, unless specifically approved in advance, in writing, by Authority.

4. Representatives.

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

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

5. Standard of Performance. Consultant shall perform all work with the standards of care and diligence normally practiced by recognized accounting firms in performing services of a similar nature in existence at the time of performance of the services.

6. Ownership of Work Product. Notwithstanding anything to the contrary, Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Consultant. Any re-use of the documents by Authority for any other purpose shall be without liability to Consultant.

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

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

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

10. Indemnification.

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

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

11. Insurance.

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Minimum Professional Liability coverage

should be \$1,000,000.

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

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

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

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority.

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

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

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless waived by Authority's Risk Manager.

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

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

12. Cooperation. In the event any claim or action is brought against Authority relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Authority might require, which would be considered additional services subject to additional compensation under the additional fee section of Exhibit B.

13. Termination. Authority shall have the right to terminate the services of Consultant at any time or for any reason on 5 calendar days written notice to Consultant. In case of termination resulting from Consultant's breach, Consultant shall have an opportunity to rectify the breach or present a remediation plan that is acceptable to Authority prior to expiration of the notice period.

14. In the event this Agreement is terminated by Authority, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect, and Consultant shall have no other claim against Authority by reason of such termination, including, but not limited to, any claim for compensation.

15. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, Authority shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of Authority's future fiscal years unless and until the Authority Board of Directors appropriates funds for this Agreement in the Consultant's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. Authority shall notify Consultant in writing of any such non-allocation of funds at the earliest possible date.

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

17. Notices. Notices other than any referenced in Section 18, below, shall be mailed to:

San Francisquito Creek Joint Powers Authority
750 Menlo Ave. Suite 250
Menlo Park, CA 94025

18. Invoicing. Invoices and any reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by email to the address noted below, or to the physical addresses noted below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. Invoices shall be submitted in arrears for services performed. Invoices shall provide details of services provided, including receipts or other documentation to substantiate claims, and are subject to verification by the Authority.

Authority:

San Francisquito Creek Joint Powers Authority
750 Menlo Ave. Suite 250
Menlo Park, CA 94025

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

Consultant shall not apply any markup, surcharge, administrative fee, or other form of additional compensation to costs charged by Subconsultants. The Authority shall reimburse Consultant only for the actual, direct cost of the Subconsultant services as billed to Consultant, without markup. The Authority reserves the right to request itemized invoices for verification showing labor, materials and other direct costs for Subconsultant services.

Automobile travel mileage expenses will be paid at the current IRS rate. Per diem expenses will be paid at the current U.S. General Services Administration rates.

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

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

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

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

23. Attorney's Fees. If either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party

in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be San Mateo County or Santa Clara County.

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

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

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

"Authority"

"Consultant"

San Francisquito Creek Joint Powers
Authority

Richardson and Company, LLP

By: _____
Margaret Bruce, Executive Director

By: _____
Ingrid Sheipline, CPA

Exhibit A

Scope of Service

The scope of services is expected to include the following tasks:

1. Participating in a contract kick-off meeting where timelines, processes, deliverables, and other critical information will be shared.
2. Auditing the financial statements for the fiscal years ending June 30, 2025, 2026, and 2027, with the option to extend for fiscal years ending in 2028 and 2029. This includes preparation of the related management letters; presentation of the audit and management letters to members of the Board of Directors; and consultation on financial and other matters related to the organization, as appropriate.
3. Auditing the SFCJPA SAFER Bay Project's grant revenues and expenditures. If applicable, perform a Single Audit related to joint project with the Army Corps of Engineers.
4. During audits, the auditors shall promptly report to the Finance Manager regarding any conditions, transactions, situations, or circumstances encountered which would impede or impair the proper conduct of the audit, or which would seem to warrant a special investigation or report in more detail than that necessary to perform the standard audit. The selected firm shall take all steps necessary to safeguard any data, files, reports or information from loss, destruction, or erasure.
5. Financial auditing shall be performed in accordance with auditing standards generally accepted in the United States of America; and, if a single audit is necessary, the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; and the provisions of the Single Audit Act.
6. The Authority plans to close its books by mid-August of each fiscal year. Authority Finance Manager and Consultant will work together to prepare the audit calendar with the goal of completing each fiscal year audit prior to December 31, or within 180 days of year-end.
7. All working papers and reports shall be retained, at Consultant's expense, for a minimum of three years or the retention timeframe established by professional standards, whichever is longer.

Additional tasks may be added to this scope of work, if needs arise. Additional scopes of work and fees will be negotiated as needed.

**Exhibit B
Compensation
and Schedule**

Per the Richardson and Company LLP’s proposal of February 26, 2026, fees for auditing services shall not exceed the following. The June 30, 2028 and 2029 fees will only apply if the Authority exercises its option to extend the agreement to those years –

Services	2025	2026	2027	Optional Years	
				2028	2029
Financial Audit	\$ 23,900	\$ 24,600	\$ 25,500	\$ 26,300	\$ 27,100
First-year set-up	1,200				
Preparation of financial statements	included	included	included	included	included
Total Maximum Cost, no Single Audit	\$ 25,100	\$ 24,600	\$ 25,500	\$ 26,300	\$ 27,100
Single Audit - One Major Program	N/A	\$ 5,500	\$ 5,675	\$ 5,850	\$ 6,025
Total Maximum Cost with one Major Program	\$ 25,100	\$ 30,100	\$ 31,175	\$ 32,150	\$ 33,125
Single Audit - each additional major program	N/A	\$ 4,800	\$ 4,900	\$ 5,050	\$ 5,200

These estimates do not take into consideration changes in the scope of the audit due to changes in accounting or auditing pronouncements and standards, laws or regulations, the loss of key accounting personnel, material weaknesses in the internal control environment, or significant changes in the scope of the Authority’s operations. The estimate assumes there will be minimal audit adjustments and that the audit will be performed remotely. We will discuss a new fee estimate with the Authority if such events occur. Our fees include up to five hours of accounting assistance.

Our understanding is that the Authority may require certain agreed-upon procedures to verify the SAFER Bay Project’s grant revenues and expenditures. We will work with you to define the scope of the procedures, including sample sizes and will provide a fee estimate at that point. We will perform that work at a discounted hourly rate of \$100.

The following rates will apply if additional work is approved by the Authority.

<u>Classification</u>	<u>Rate Per Hour</u>
Audit Partner	\$ 220
Tax Senior Manager	190
Senior Manager	190
Managers	180
Supervisors	150
Seniors	120
Staff	100
Administrative	65

EXHIBIT C
TERMS OF ENGAGEMENT UNDER AUDIT STANDARDS



550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
Fax: (916) 564-8728

April 2, 2026

San Francisquito Creek Joint Powers Authority
750 Menlo Avenue, #250
Menlo Park, CA 94025

We are pleased to confirm our understanding of the services we are to provide for San Francisquito Creek Joint Powers Authority (the Authority) for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements, including the disclosures, which collectively comprise the basic financial statements, of the Authority as of and for the years ended June 30, 2025, 2026 and 2027 and the optional years June 30, 2028 and 2029 if approved by the Authority. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of the Proportionate Share of the Net Pension Liability
- 3) Schedule of Contributions to the Pension Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements if a single audit is necessary. If a single audit is necessary, we will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on the following only if a single audit is necessary:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS. If a single audit is necessary, we will also conduct our audit in accordance with the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and, if necessary, *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include

such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning, which are risks that audit standards indicate we should address during the audit:

- Management override of controls
- Revenue recognition
- Cut-off of revenues and expenses

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If a single audit is required, as required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and, if a single audit is required, under *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If a single audit is required, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, if a single audit is necessary the schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us

during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, if a single audit is required, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

If a single audit is required, you are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes, and if a single audit is necessary the schedule of expenditures of federal awards, of the Authority in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance and will post adjustments to our trial balance. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards (if necessary), and related notes and other services previously defined.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have reviewed the adjustments posted to our trial balance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, if a single audit is required we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Richardson & Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant agency, oversight agency for audit, pass-through entity or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Richardson & Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brian Nash is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Reporting

We will issue written reports upon completion of our audit and, if necessary, the Single Audit. Our reports will be addressed to the Board of Directors of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these

circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

If a single audit is required, the *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.



Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of
Richardson & Company, LLP
and the Peer Review Committee of the California Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Richardson & Company, LLP (the firm) in effect for the year ended March 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Richardson & Company, LLP in effect for the year ended March 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Richardson & Company, LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Jones, Nale & Mattingly, P.C."

Louisville, Kentucky
May 16, 2025

Certified Public Accountants and Advisors
401 West Main Street, Suite 1100 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589.1680 www.jnmcpa.com



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

RESOLUTION NUMBER 26-04-23-B

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

To authorize the Executive Director to execute a contract with Richardson and Company, LLP. to provide annual financial audits for a period of three years for \$86,375 over an initial three-year term, with the option to extend the contract for two additional one-year periods. The total not-to-exceed contract amount for the full five-year term is \$151,650.

A. **BE IT RESOLVED** by the Board of Directors of the San Francisquito Creek Joint Powers Authority that the Board of Directors hereby authorizes the Executive Director to execute a contract with Richardson and Company, LLP., for the scope of work, as described above, for a not-to-exceed amount of \$86,375 over three years, with the option to extend the contract for two additional one-year periods, for a total not-to-exceed contract amount of \$151,650 over five years.

Approved and adopted on Thursday, April 23, 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:



Executive Director's Report – April 23, 2026

Statement of Economic Interests

The annual California Form 700 (Statement of Economic Interests) deadline was April 1st. Please be sure to file your forms with the SFCJPA through Netfile. Reminders have been sent and will be sent again.

SFCJPA Updates –

Reach 2 Project

USACE CAP 205 Program Team Presentation

The U.S. Army Corps of Engineers (USACE) CAP 205 Project Team will be giving a project status briefing on their work on the Reach 2 project. They will present the preliminary results of their hydraulic and economic analyses for the “Future With Project” (FWP), discuss the Tentatively Selected Plan (TSP), and share a conceptual schedule towards project completion.

The USACE project scope assumes that the widening at Sites 3 and 4 and the temporary floodwall replacement at Woodland/University Ave are completed before they begin their work. This is their “Future Without Project” (FWOP) condition.

Reach 2 Project Planning and Design

The SFCJPA has a \$6M grant from the Department of Water Resources (DWR), which presently has a deadline of March 31, 2028. We are working with our grant managers to extend the grant deadline to December 31, 2028. Our grant managers met with DWR on April 8 to discuss the extension, and we are currently compiling the information requested during that meeting to support our request. We expect to provide this information to our grant managers by, or potentially before, April 23. DWR will not decide on the grant extension until May or early June.

The scope of work for this grant is widening at Sites 3 and 4, and replacement of the temporary wooden floodwall along Woodland Ave near University Ave in East Palo Alto. We are working with our consulting team to assess the implementation details and develop a project schedule.

Technical staff and senior management colleagues from the SFCJPA's member agencies have all been engaged in the analysis and discussion of alternatives and are aware of the consideration of accelerated widening Sites 3 and 4. Members have weighed in with their support – and also with their thoughtful cautionary advice about ambitious schedules – which we appreciate and take seriously. Above all, we want this to succeed.

Importantly, both DWR and USACE will be looking for the SFCJPA Board's affirmative commitment to pursue the expedited work for widening Sites 3 and 4. You can anticipate a resolution regarding that on the May Board agenda.

In the not-too-distant future, the Board will also be asked to affirmatively select a “Preferred Alternative” for the overall Reach 2 project. We are answering questions and seeking final input



from our member technical colleagues on the details of viable project alternative(s) and will engage the public in each member city for meaningful input to help inform the Board's decision-making.

SAFER Bay Project

The project team is working to respond to public comments and update the Environmental Impact Report (EIR). The EIR is on track to be completed in May, with certification of the SAFER Bay EIR on the May 28 Board Agenda.

Stanford Searsville Project

Stanford University released the supplemental Notice of Preparation (NOP) for the Searsville Watershed Restoration Project. The SFCJPA provided comments on the NOP and a copy of the comment letter is attached for your reference.



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 as indicated and annual reporting.	Weed management occurred during the week of February 9, 2026, based on restoration ecologists' recommendations.	Ongoing for Year 9 O&M.
Reach 2	Activity/ Milestone	Tasks/Sub-Tasks	Schedule	Status
	Arborist Survey of updated project area		Updated and expanded tree survey planned to be completed by May 2026.	In progress
	USACE CAP 205	Future Without Project (FWOP) evaluation, Future With Project (FWP) evaluation, Confirm Tentatively Selected Plan (TSP)	TSP expected by end of June 2026	In progress.
	DWR/IRWM grant (DWR No. 4600015417)	Working with our grant managers at SFEP on a grant agreement amendment for a schedule and scope adjustment.	Quarterly reports, Amendment Justification Letter Request	Negotiations for a grant deadline change are underway.
	Supplemental Environmental Impact Report (SEIR) for necessary project elements.	Contract in place with EMC Planning for SEIR but may need to be updated based on outcome of project redesign.	9-12 months from start to finish (or longer if more complex)	Delayed until details of the preferred alternative are defined and the Board has weighed in.
	Mitigation for Newell Road Bridge Replacement Project	Submitted Final Mitigation Monitoring Plan for Resource Agency approval.	Revised MMP 1/16/2026	MMP approved by CDFW and Water Board. Mitigation plantings are



				growing in Grassroots Ecology's Native Plant Nursery in the Upper San Francisquito Creek Watershed.
	NatRes EEM Grant app for Newell Road Bridge Mitigation	Caltrans has now fully funded their portion of the NRB. This will enable us to apply for a Natural Resources EEM grant to help defray the costs of mitigation.	Grant deadline July 2026. Grant disbursement (if awarded) in Spring 2027.	To begin grant application process in May 2026
	Support JPA member dialog on homeless encampments and trash in SFC.	Integrated as standing agenda item on regular SFCJPA Mgrs/Executives meeting agenda.	Ongoing	Ongoing
	Use updated USACE model floodplain data to quantify project benefits based on number of parcels impacted/protected.		Discussions on parcels and benefits are ongoing	Presentation at April 23 Board meeting on preliminary results.
	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.		In progress/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		In progress.
	Creek Maintenance Plan		Draft – August 2026 Final – November 2026	Not started
	Mitigation Monitoring Plan	Draft and final	Draft – February 2027 Final – April 2027	Not started
	Draft Permit Applications		February 2027	Not started
SAFER Bay	Activity/ Milestone	Tasks/Sub-Tasks	Schedule	Status
	CEQA	Environmental Impact Report (EIR)	Final EIR certification scheduled for 5/28/26	The team is working on responses to comments and Final EIR.
	SFBRA and DWR grants management		Quarterly reports and invoicing	Ongoing.

(Green = Completed/on track. Amber = early stages or small progress. Pink = Not-yet-begun, or no recent progress)

Coordination –

We continue to meet regularly with our SFCJPA public works colleagues and with the executive representatives of our members. We continue to have regular meetings with Stanford University, Caltrans, and Caltrain.



Operations and Administration –

Accounting and Administration Support

Audit Services – After reviewing the three proposals received, interviewing all three firms, and checking references for the top scoring proposal, Richardson and Company LLC was selected. This three-year contract is on this month’s agenda for your review and consideration.

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

Contracted Entity	Purpose	Amount	Date
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. Scope of work 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
May 28, 2026	Certification of SAFER Bay EIR Approval of Reach 2 Components and Accelerated Schedule
June 25, 2026	Reach 2 Update (Tentative) Update from Stanford University on Searsville Project
July 23, 2026	Board recess
August 27, 2026	Reach 2 Update
September 24, 2026	Reach 2 Update
October 22, 2026	Reach 2 Update



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

Regular Meeting of the SFCJPA Board of Directors

April 23, 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. 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 4 – Approval of Meeting Minutes

4.A. – Draft meeting minutes of the March 26, 2026, Regular Board Meeting

Agenda Item 5 – Special Presentation

U.S. Army Corps of Engineers CAP 205 Project Team

Allison Conn, Project Manager

Joel Delores, Engineering Tech Lead

Joél Flannery, Planning Lead

Grace Wieland, Economist

Agenda Item 6 – Action Items

6.A. – Review and approve Montrose Environmental contract scope modification. Resolution #26-04-23-A.

Agenda Item 6 – Action Items

6.B. – Approve Audit Services Agreement for Richardson and Company, LLC. Resolution #26-04-23-B.

Agenda Item 7 – Information Items

7.A. – Executive Director's Report

Executive Director's Report

Reach 2

- Project/schedule coordination: IRWM, USACE, etc.
- Reller Parcel Restoration/Mitigation
- Stream Maintenance Permit

SAFER Bay

- Final EIR Certification on schedule for May Board Meeting

Operations

- Auditor contract start
- Budget planning for next FY



Reach 2 Project Area, widening Site 2

Agenda Item 8

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

Agenda Item 9

Adjournment



April 10, 2026

California Department of Water Resources, c/o Ted Frink
P.O. Box 942836
Sacramento, CA 94236-0001

via email to: DWRsearsville@water.ca.gov

Regarding: Comment on the Supplemental Notice of Preparation for the Searsville Watershed Restoration Project

Dear Department of Water Resources,

The San Francisquito Creek Joint Powers Authority (SFCJPA) appreciates the opportunity to comment on the Supplemental Notice of Preparation of Environmental Impact Report for the Searsville Watershed Restoration Project (SWRP).

As Stanford University is aware, the SFCJPA is planning and designing a flood risk reduction project in the urbanized area of the San Francisquito Creek, from approximately Middlefield Road to West Bayshore Road, adjacent to Highway 101. The SFCJPA has completed a flood risk reduction project downstream of Highway 101. The SFCJPA and our members are interested in understanding how the accumulated sediment and its movement downstream will affect water surface elevations and flood risks downstream of Searsville Dam. We want to see a clear demonstration of how the proposed project will not induce any additional risks of flooding. We are also looking for clarity about Stanford's intentions and plans regarding active flood risk mitigation (gate, detention basin, and pump station operation), and an assessment of the project's potential to spread invasive species downstream.

We understand and appreciate the addition of the upstream detention basin at the former Boething Nursery site and understand that some alternatives contemplate a second detention basin at Webb Ranch. The primary purpose of these basins is to detain water so that the modeled surface water elevation does not increase at a 10-year 24-hour event and a 100-year 24-hour flood event as measured at the USGS Gage at the Stanford Golf Course. We are interested in Stanford's

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Board Member,
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Alto
Councilmember

Margaret Bruce

Executive Director



sediment modeling and adaptive management to ensure downstream flood risks are not elevated.

As Stanford develops its project design, the SFCJPA and its members look forward to continued collaboration prior to the Draft EIR release, on sediment impacts.

Project Design Elements

The SFCJPA and its members request that the Environmental Impact Report (EIR) include detailed analyses and description of detention scenarios and flow management under existing and post-project conditions.

Specifically, the EIR should:

1. Include specific analyses of the performance and effectiveness of upstream detention, including volume and timing/duration of detention, and plans for maintenance of any/all detention facilities, relative to the volumes of sediment and their accumulation locations, which may impact the capacity of the creek channel downstream of Stanford lands.
2. Include modeled estimates of storm flow detention capacity at Searsville Dam after modifications are completed, across various storm scenarios and Stanford's adaptive management strategies. The objective of this request is to better understand the range of detention capacities, durations, possible management methods under consideration by Stanford, and scenarios to better understand creek behavior during a range of flow conditions.
3. Include an explanation of how Stanford will manage the Searsville Dam gate for flood risk reduction during and after the project. Model and describe the changes in detention capacity based on sediment flushing and project work and 'gate' operation.
4. Include an analysis of the feasibility of using San Francisquito Creek Pump Station for water diversion (as proposed to transfer water to Felt Reservoir) during high water flows, as a possible means of mitigating downstream risks in tandem with detention.

Sediment Transport and Deposition

The SFCJPA and its members request that the EIR include quantitative modeling of sediment transport and deposition under existing and post-project conditions. The analysis should be for the impacts of the flushing of accumulated sediments that is storm dependent, and the sediment transport and deposition scenarios of the re-established 'normal' stream function.

The EIR should:



1. Include specific, quantitative analyses of the effectiveness of sediment excavation and off-haul above Searsville Dam. Quantify estimated amounts of sediment by type (e.g., grain size distribution) that are expected to transport through or settle into the urbanized area of the creek, under a range of flow scenarios (bankfull, 2-yr, 10-yr, 25-yr, etc.).
2. Include quantitative modeling of sediment transport and deposition, which shows potential sediment accumulation locations, anticipated changes in transport behavior pre- and post-project, and annual accumulated volumes in a fine enough resolution to be useful for the SFCJPA to understand how these accumulations may influence the SFCJPA's project performance in specific locations. An understanding of expected changes to debris flow behavior at different return intervals and how it would impact flood model considerations is key to understanding the project's impact.
3. Include comprehensive sediment testing results, showing the limitation of or the potential for beneficial re-use of sediments which may accumulate downstream of the Searsville project area for both South Bay Salt Ponds QAPP reuse criteria as well as Water Board Tier 1 Environmental Screening Levels.
4. Include mapping of existing and modeled potential problem sediment control regions (high scour or depositional zones) downstream of the project, volumes and frequency of sediment removals during both the flushing period and the annual sediment load
5. Include identification of known invasive species and monitoring and mitigation plans for these invasive species. If there are known or potential invasive species in the Searsville Reservoir or in the watershed above, explain how changes in the dam, and in sediment movement, might, or might not, contribute to the possible spread of invasive species to new areas downstream.

Sediment Management and Triggers

The SFCJPA and its members request that the EIR include a clearly defined sediment management framework to ensure that downstream impacts are proactively managed and that SFCJPA flood protection performance objectives are maintained.

The EIR should specify sediment management triggers, thresholds, or other adaptive management strategies, rather than the previous arbitrary 8-year period for accumulated sediment flushing, including locations and criteria for monitoring, how monitoring would be done, and how often. This sediment management plan should include reporting and action triggers for impacts downstream of the project throughout the adaptive management plan timeframe.



For the indicated area of sediment removal near Hwy 101, the EIR should specify the frequency and volume of sediment to be removed, and the method of removal. Mitigation measures and requirements should also be clearly described.

We appreciate the tremendous amount of effort required for this project and look forward to our continued collaboration.

Sincerely,

Margaret Bruce
Executive Director
San Francisquito Creek Joint Powers Authority