

**AGENDA**  
***Pajaro River Watershed  
Flood Prevention Authority***

c/o RAPS, Inc.  
POB 809  
Marina, CA 93933  
(831) 883-3750  
[info@ambag.org](mailto:info@ambag.org)

**San Benito County Board  
Supervisors Chambers  
481 Fourth Street  
Hollister, California**

**March 2, 2007**

**9:00 a.m.**

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**RECOMMENDED ACTION**

1. CALL TO ORDER
2. ROLL CALL
3. CLOSED SESSION

As permitted by Government Code Section 54956 *et seq.* of the State of California, the Board of Directors of the Pajaro River Watershed Flood Prevention Authority may adjourn to Closed Session to consider specific matters dealing with personnel:

**A. PUBLIC EMPLOYEE PERFORMANCE EVALUTATION  
Government Code Section 54957**

Title: Executive Coordinator

4. ORAL COMMUNICATIONS FROM THE BOARD  
ON ITEMS NOT ON THE AGENDA
5. ORAL COMMUNICATIONS FROM THE PUBLIC  
ON ITEMS NOT ON THE AGENDA

6. CONSENT AGENDA RECOMMEND APPROVAL
- A. Minutes of the January 5, 2007 and February 16, 2007 Meetings**  
 The minutes of the January 5, 2007 and February 16, 2007 Board meetings are **enclosed. Recommend approval.** (Page 5)
- B. Staff Working Group Meeting Notes**  
 Meeting notes from the January 24, 2007 and February 21, 2007 Staff Working Group meetings are not enclosed, pending further review. **Information.**
- C. Approval of Payment to RAPS, Inc. for January 2007**  
**Enclosed** is the January 2007 invoice. The Staff Working Group recommended approval. **Recommend approval.** (Page 11)
7. PLANNING
- A. Pajaro River Flood Prevention – A Watershed Approach** **ACCEPT**  
 Accept presentation. (Gutierrez)
- B. Soap Lake Preservation Project** **APPROVE**
1. Accept report on the Proposition 50 funded project to be implemented by the Authority. (Gutierrez)
  2. Approve a two-year contract with Gutierrez and Associates to perform necessary work on the project. Agreement, Scope of Services and Fee Estimate **enclosed.** (Presley). (Page 15)
- C. Lower Pajaro River Project** **INFORMATION**  
 Accept oral report. (Phillips/Hill)
8. ADMINISTRATION
- A. Legislative Outreach Report** **INFORMATION**  
 Accept oral report on Staff Working Group activities to date. (Hill/Homan)

**B. Frequency of Board of Directors Meetings** **DISCUSS**

Staff memorandum **enclosed**. (Papadakis)  
(Page 31)

**C. Request for Proposals** **DISCUSS**

The Staff Working Group recommends that the Board of Directors of the Flood Prevention Authority (FPA) Solicit Request for Proposals for: 1) consultant services associated with the fiscal administration of the Soap Lake Preservation Proposition 50 funded Implementation Grant and; 2) the continued services associated with the FPA administration when the current FPA administration contract with RAPS, Inc. expires on June 30, 2007.

9. CORESPONDENCE AND ANNOUNCEMENTS

**A. Oral**

**B. Written**  
None

10. ADJOURN

**Next Meetings:**

May 4, 2007 – Monterey County Water Resources Agency – Salinas, 9 a.m.

July 6, 2007 – Gilroy City Hall – Gilroy, 9 a.m.

September 7, 2007 – Watsonville Council Chambers – Watsonville, 9 a.m.

November 2, 2007 – San Benito Co. Board of Supervisors Chambers – Hollister, 9 a.m.

January 4, 2008 – Monterey County Water Resources Agency – Salinas, 9 a.m.

**Note:** Action listed for each Agenda item represents the staff recommendation. The Board of Directors may, at its discretion, take any action on the items listed in the Agenda.

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

If you have a request for disability-related modification or accommodation, including auxiliary aids or services, contact AMBAG, 883-3750, or email [info@ambag.org](mailto:info@ambag.org), at least 48 hours prior to the meeting date.

**Mission:** The purpose of the Authority is to identify, evaluate, fund and implement environmentally sound flood prevention and control strategies in the Pajaro River Watershed, on an intergovernmental, cooperative basis as required by the Pajaro River Watershed Flood Prevention Authority Act.

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MINUTES OF THE PROCEEDINGS  
OF THE BOARD OF DIRECTORS OF THE  
**Pajaro River Watershed Flood Prevention Authority**

PRWFPA

January 5, 2007

**1. CALL TO ORDER**

The Board of Directors of the Pajaro River Watershed Flood Prevention Authority, Chair Marcus presiding, convened at 9:06 a.m. on Friday, January 5, 2007 at the Watsonville Council Chambers, Watsonville, CA.

**2. ROLL**

<b>Members – Board of Directors</b>	<b>Representative</b>	<b>Present</b>	<b>Absent</b>
County of San Benito	Supervisor Don Marcus	X	
County of Santa Cruz	Supervisor Tony Campos		X
County of Monterey	Supervisor Louis Calcagno	X	
County of Santa Clara	Supervisor Donald Gage	X	
Monterey County Water Resources Agency	Vacant		
San Benito County Water District	Director Kenneth Perry		X
Santa Clara County Water District	Director Sig Sanchez	X	
Zone 7 Flood Control District	Director Dale Skillicorn	X	
City of Gilroy (Associate Member)	Saeid Vaziry, Sr. Environ. Engineer		X
City of Hollister (Associate Member)	Councilmember Doug Emerson		X
City of Morgan Hill (Associate Member)	Councilmember Mark Grzan		X

Others Present: Steve Homan, County of Santa Clara; Scott Wilson & Carol Presley, SCVWD; Jeff Cattaneo, SBCWD; Lidia Gutierrez, RMC, Inc.; Kenn Reiller, Pajaro River Watershed Committee; Rachael Gibson & Colleen Valles, County of Santa Clara; Darlene Din, Central Coast Agricultural Task Force; Dave Foote, Schaaft & Wheeler; Nicolas Papadakis and Ana Flores, Regional Analysis and Planning Services, Inc. (RAPS, Inc.).

**3. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA**

None

**4. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA**

None

**5. ELECTION OF OFFICERS FOR 2007**

Director Gage nominated Director Marcus as Chair and Director Calcagno as Vice Chair.

**Motion made by Director Sanchez, seconded by Director Skillicorn to approve the nominations made by Director Gage. Motion passed unanimously.**

**6. CONSENT AGENDA**

**A. Minutes of the November 3, 2006 Board Meeting**

Minutes for the November 3, 2006 Board of Directors meeting were enclosed for the Board's approval.

**B. Staff Working Group Meeting Notes**

Meeting notes from the November 15, 2006 and December 20, 2006 Staff Working Group meetings were enclosed for the Board's information.

**C. Approval of Payment for RAPS, Inc. for September, October and November 2006**

Invoice for services rendered by Regional Analysis and Planning Services, Inc. in September, October and November 2006 were enclosed. The Staff Working Group recommended approval.

**Motion made by Director Gage, seconded by Director Calcagno to approve the consent agenda. Motion passed unanimously.**

**7. PLAN DEVELOPMENT**

**A. Pajaro River Watershed IRWMP Implementation Grant**

Lidia Gutierrez, RMC, Inc. updated the Board on the IRWMP Implementation Grant. The next IRWMP meeting is scheduled for January 24, 2007 in Watsonville.

**B. Lower Pajaro River Project Report**

Director Calcagno suggested that the PRWFPA Board hold a summit inviting local legislators and lobbyists from all three counties to discuss a course of action to fix the lower Pajaro River and redo the levees.

Director Gage requested that a timeline be provided to the Board prior to the summit.

The Executive Coordinator stated that a timeline would be provided to the Board in February in order to set a schedule for the summit in March.

Ken Reiller, Pajaro River Watershed Committee submitted for the record a letter from the Sierra Club to Don Hill, Public Works Department, Santa Cruz County regarding the Integrated Regional Water Management Plan (IRWMP).

**8. ADMINISTRATION**

**A. FY 2005/06 Agency Audit**

The presentation of the FY 2005/06 audit was postponed to the March 2, 2007 meeting.

**Motions made by Director Gage, seconded by Director Calcagno to accept the FY 2005/06 audit and postpone presentation until the next meeting; if there are any questions by the Board. Motion passed unanimously.**

**B. Congressional Outreach Effort**

This item was discussed along with item 7.B Lower Pajaro River Project Report.

**9. CORRESPONDENCE AND ANNOUNCEMENT**

**A. Oral**

None

**B. Written**

1. Enclosed was a letter to Melissa Samet, American Rivers, in response to the "Americas Most Endangered Rivers of 2006" report.
2. Enclosed was a letter to Lois Robin, Pajaro River Watershed Committee, regarding the "Stuck in the Mud" video.
3. Enclosed was a support letter for the Pajaro River Watershed IRWMP Proposition 50 Implementation Grant application.

**10. ADJOURN**

The meeting was adjourned at 9:35 a.m.

MINUTES OF THE PROCEEDINGS  
OF THE BOARD OF DIRECTORS OF THE  
**Pajaro River Watershed Flood Prevention Authority**

PRWFPA

February 16, 2007

**1. CALL TO ORDER**

The Board of Directors of the Pajaro River Watershed Flood Prevention Authority, Chair Marcus presiding, convened at 10:03 a.m. on Friday, February 16, 2007 at the San Benito County Board of Supervisors Chambers, Hollister, CA.

**Participating via conference call:**

Don Marcus, 481 Fourth Street, Hollister, CA  
 Louis Calcagno, 11140 Speegle Street, Castroville, CA  
 Silvio Bernardi, 11140 Speegle Street, Castroville, CA  
 Dale Skillicorn, 729 Palm Street, Watsonville, CA  
 Sonny Flores, 30 Mansfield Road, Hollister, CA

**2. ROLL**

<b>Members – Board of Directors</b>	<b>Representative</b>	<b>Present</b>	<b>Absent</b>
County of San Benito	Supervisor Don Marcus	X	
County of Santa Cruz	Supervisor Tony Campos		X
County of Monterey	Supervisor Louis Calcagno	X	
County of Santa Clara	Supervisor Donald Gage		X
Monterey County Water Resources Agency	Director Silvio Bernardi	X	
San Benito County Water District	Director Sonny Flores	X	
Santa Clara County Water District	Director Sig Sanchez		X
Zone 7 Flood Control District	Director Dale Skillicorn	X	
City of Gilroy (Associate Member)	Saeid Vaziry, Sr. Environ. Engineer		X
City of Hollister (Associate Member)	Councilmember Doug Emerson		X
City of Morgan Hill (Associate Member)	Councilmember Mark Grzan		X

Others Present: Scott Wilson, SCVWD; Lidia Gutierrez, Gutierrez & Associates; Don Hill, County of Santa Cruz; Nicolas Papadakis and Martha Tejada, Regional Analysis and Planning Services, Inc. (RAPS, Inc.).

**3. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA**

None

**4. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA**

None

**5. Approval of Payment for RAPS, Inc. for December 2006**

Invoice for services rendered by Regional Analysis and Planning Services, Inc. in December 2006 was enclosed. The Staff Working Group recommended approval.

**Motion made by Director Calcagno, seconded by Director Skillicorn to approve the December 2006 invoice for RAPS, Inc. Motion passed unanimously.**

**6. PLANNING**

**A. Contract with Gutierrez & Associates**

The Executive Coordinator reviewed the item stating that Lidia Gutierrez would develop a presentation that would cover the work conducted by the Authority and the U.S. Army Corps of Engineers for the March 2, 2007 Board of Directors meeting. Lidia Gutierrez will provide a Powerpoint presentation and a summary fact sheet.

**Motion made by Director Calcagno, seconded by Director Skillicorn to approve the contract with Gutierrez and Associates for up to \$10,000. Motion passed unanimously.**

**7. OTHER**

A. The Executive Coordinator announced that on February 27, 2007 at 8:30 a.m. there will be a conference call between member agency staff and legislative advocates. A report will be given to the Board at the March 2, 2007 Board of Directors meeting.

B. Scott Wilson announced that Director Sanchez's wife had passed away and the funeral was going to be held later that day.

Nick Papadakis will send a sympathy card on behalf of the PRWFPA.

**8. ADJOURN**

The meeting was adjourned at 10:13 a.m.

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# REGIONAL ANALYSIS PLANNING SERVICES, INC.

*A non-profit corporation chartered by the Association of Monterey Bay Area Governments*

445 Reservation Road, Suite G  
P.O. Box 809, Marina, CA 93933-0809

(831) 883-3750  
(831) 883-3755

February 1, 2007

Board of Directors  
Pajaro River Watershed Flood Prevention Authority

RE: Contract for Services Dated July 1, 2000, and amended July 6, 2001, August 9, 2002, July 11, 2003, July 2, 2004, July 1, 2005, and **September 22, 2006.**

This letter is our billing for services rendered in the period January 1 through January 31, 2007. The services included work under items 1 through 9 of Exhibit A of the referenced contract. The following breakdown of charges is summarized in accordance with Exhibit B of the referenced contract. Data is from the official time records under Work Element No. 530.

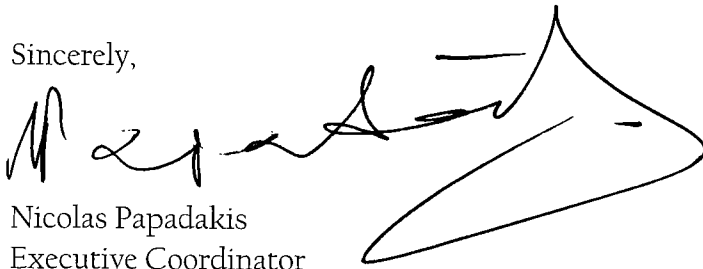
This invoice will be reviewed by the Staff Working Group, and a recommendation will be presented at the Board of Directors Meeting on March 2, 2007.

## Work Element 530 - Agency Administration

Executive Coordinator	5 hours @ \$ 240.98	\$ 1,204.90
Associate Planner	6 hours @ \$ 71.03	\$ 426.18
Administrative Assistant	5.5 hours @ \$ 62.50	\$ 343.75
	Subtotal	<u>\$ 1,974.83</u>

Total now due: \$ 1,974.83

Sincerely,



Nicolas Papadakis  
Executive Coordinator

Attachments

**Regional Analysis and Planning Services  
(RAPS)**

Invoice for PRWFPA  
January 1 to January 31, 2007

Position Title	Total Hours	Personnel Cost	Overhead Cost	Total Cost
Executive Coordinator	Rate/hr	\$131.96	\$109.02	\$240.98
Project 530 Admin	5	\$ 659.80	\$ 545.10	\$ 1,204.90
Subtotal	5	\$ 659.80	\$ 545.10	\$ 1,204.90
Associate Planner	Rate/hr	\$39.52	\$31.51	\$71.03
Project 530 Admin	6	\$ 237.12	\$ 189.06	\$ 426.18
Subtotal	6	\$ 237.12	\$ 189.06	\$ 426.18
Administrative Assistant	Rate/hr	\$34.70	\$27.80	\$62.50
Project 530 Admin	5.5	\$ 190.85	\$ 152.90	\$ 343.75
Subtotal	5.5	\$ 190.85	\$ 152.90	\$ 343.75
<b>Total</b>	<b>17</b>	<b>1,087.77</b>	<b>887.06</b>	<b>1,974.83</b>

Tasks Completed:

Executive Coordinator:

WE 530: SWG agenda preparation, distribution, and meeting attendance (01/18/07).

Associate Planner:

WE 530: Review SWG materials, meeting attendance (1/18/07).

Administrative Manager:

WE 530: SWG agenda preparation, distribution, and meeting attendance (01/18/07).

Regional Analysis and Planning Services  
 Status of WE 530  
 Year-to-Date vs Budget  
 FY2006/07

	<u>WE 530 Admin</u>	<u>TOTAL</u>
Budget*	\$ 35,185.00	\$ 35,185.00
Amount Spent:		
July, 2006	\$ 1,392.40	\$ 1,392.40
August, 2006	\$ 1,454.90	\$ 1,454.90
September, 2006	\$ 3,025.78	\$ 3,025.78
October, 2006	\$ 2,663.11	\$ 2,663.11
November, 2006	\$ 1,431.07	\$ 1,431.07
December, 2006	\$ 1,401.42	\$ 1,401.42
January, 2007	\$ 1,974.83	\$ 1,974.83
February, 2007	\$ -	\$ -
March, 2007	\$ -	\$ -
April, 2007	\$ -	\$ -
May, 2007	\$ -	\$ -
June, 2007	\$ -	\$ -
Subtotal	<u>\$ 13,343.51</u>	<u>\$ 13,343.51</u>
Balance Available	<u>\$ 21,841.50</u>	<u>\$ 21,841.50</u>

\* Per approved budget effective (11/03/06).

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**AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of March, 2007, by and between **THE Pajaro River Flood Prevention Authority** (hereinafter referred to as "AUTHORITY") and **Gudierrez Associates** (hereinafter referred to as "CONTRACTOR").

**W I T N E S S E T H**

**WHEREAS**, Authority has entered into an Agreement dated \_\_\_\_\_, 2007 with CONTRACTOR, for the purpose of the following:

See Attached Scope of Services for Soap Lake Preservation Project

**WHEREAS**, CONTRACTOR represents that they are qualified to perform the services pursuant to this Agreement.

**NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES**

A. CONTRACTOR shall perform all of the necessary services as described above and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the AGREEMENT.

B. Time is of the essence in this Agreement.

C. Said services and all duties incidental or necessary thereto shall be performed diligently and competently and in accordance with professional standards of performance.

**2. COMPENSATION**

A. authority shall pay CONTRACTOR for services a total amount not to exceed TWO HUNDED FORTY NINE THOUSAND TWO HUNDED SIXTY DOLLARS (\$249,260). In no event shall compensation exceed this amount without prior written consent of AUTHORITY.

B. Invoices for services must be presented to AUTHORITY no later than the first business day of each month for the month

prior. CONTRACTOR shall submit to AUTHORITY an invoice stating a description of services provided, and stating the amount due CONTRACTOR for such service. AUTHORITY shall pay the CONTRACTOR promptly. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.

### 3. OWNERSHIP OF WORK PRODUCT

A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall vest with AUTHORITY.

B. Methodology, materials, software, logic and systems developed under this Agreement are the property of AUTHORITY, and may be used by AUTHORITY as it sees fit, including the right to revise or publish the same without limitation.

### 4. GENERAL ADMINISTRATION AND MANAGEMENT

A. The Executive COORDINATOR for Authority shall have the primary administrative responsibility for Authority pursuant this Agreement, and shall review and recommend approval of CONTRACTOR'S invoices to Authority under this Agreement.

### 5. TERM OF AGREEMENT

A. CONTRACTOR shall commence work on upon the issuance of a Notice To Proceed and shall complete all tasks within a two year period from date of issuance of Notice to Proceed.

### 6. SUSPENSION/TERMINATION OF AGREEMENT

A. The right is reserved by AUTHORITY or CONTRACTOR to terminate or suspend this Agreement with or without cause at any time by giving five (5) days written notice to the other party. In that event all finished or unfinished documents, reports, or other material prepared by CONTRACTOR pursuant to this Agreement shall be delivered to AUTHORITY, and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination.

### 7. ASSIGNMENT

A. This Agreement may not be assigned or otherwise transferred by either party hereto without the prior written

consent of the other party. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing this Agreement is binding and shall inure to the benefit of the successors and assigns of the parties to this Agreement.

**8. ADDITIONAL SERVICES**

A. CONTRACTOR may be requested to perform additional services beyond the original Scope of Services. Such work may be undertaken only upon prior written authorization of AUTHORITY based upon an agreed amount of compensation.

**9. NON-DISCRIMINATION/AFFIRMATIVE ACTION**

A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, marital status, physical or other motor handicap, unless based upon bonafide occupational qualification. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, marital status, physical or other motor handicap.

**10. INDEMNIFICATION/DEFEND/HOLD HARMLESS**

A. CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to AUTHORITY prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name AUTHORITY, its public officials, officers and employees as additional insured and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by AUTHORITY, its officials, officers or employees.

**11. INSURANCE/NOTIFICATION**

A. CONTRACTOR shall provide proof of insurance

B. CONTRACTOR shall also provide notification of all changes in insurance coverage.

C. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every

