

# **Pajaro River Watershed Flood Prevention Authority Board of Directors Agenda**

**c/o RAPS, Inc.**  
P.O. Box 2453  
Seaside, CA 93955  
(831) 883-3750

**PRWFPA Chair – Nancy Bilicich**  
**PRWFPA Vice Chair – John Baillie**

**Conference Call**  
**Dial-In Number: (605) 475-4700**  
**Access Code: 203466#**

**June 5, 2020**

**9:00 a.m.**

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The PRWFPA Board of Directors meeting will NOT be held at the Gilroy City Hall, Board Chambers, 7351 Rosanna Street, Gilroy, CA 95020 as originally scheduled in light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the shelter in place directive. The meeting will be conducted as a Conference Call. The PRWFPA Board of Directors will participate in the meeting from individual remote locations. We apologize in advance for any technical difficulties.

Members of the public will need to attend the meeting remotely via Conference Call.

Persons who wish to address the PRWFPA Board of Directors on an item to be considered at this meeting are asked to submit comments in writing at [info@ambag.org](mailto:info@ambag.org) by 5:00 PM, Thursday, June 4, 2020. The subject line should read "Public Comment for the June 5, 2020 PRWFPA Board of Directors Meeting". The agency clerk will read up to 3 minutes of any public comment submitted.

If you have any questions, please contact Ana Flores, Senior Executive Assistant at [aflores@ambag.org](mailto:aflores@ambag.org) or at 831-883-3750.

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- 1. CALL TO ORDER**
  - 2. ROLL CALL**
  - 3. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA  
(A maximum of three minutes on any subject not on the agenda)**
  - 4. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA**

5. **CONSENT AGENDA**

**Recommended Action: APPROVE**

**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.

**A. Minutes of the February 7, 2020 Board of Directors Meeting**  
**-Ana Flores, RAPS, Inc.**

Approve the minutes of the February 7, 2020 Board of Directors meeting. (Page 5)

**B. Approval of Payment to Gutierrez Consultants**  
**-Lidia Gutierrez, Gutierrez Consultants**

Approve the January 2020 – April 2020 invoices for services rendered by Gutierrez Consultants. (Page 9)

**C. Approval of Payment to RAPS, Inc.**  
**-Maura Twomey, RAPS, Inc.**

Approve the January 2020 – April 2020 invoices for services rendered by RAPS, Inc. (Page 17)

**D. Approval of ABC Law Firm Invoice**  
**-Maura Twomey, RAPS, Inc.**

Approve the February 2020 invoice for services rendered by ABC Law Firm. (Page 31)

**E. Gutierrez Consultants Contract Extension for FY 2020-2021**  
**-Lidia Gutierrez, Gutierrez Consultants**

Approve the FY 2020-2021 contract extension with Gutierrez Consultants. (Page 33)

**F. RAPS, Inc. Contract Extension for FY 2020-2021**  
**-Maura Twomey, RAPS, Inc.**

Approve the FY 2020-2021 contract extension with RAPS, Inc. (Page 41)

**G. ABC Law Contract Extension for FY 2020-2021**  
**-Maura Twomey, RAPS, Inc.**

Approve the FY 2020-2021 contract extension with ABC Law. (Page 45)

**H. Financial Update Report**  
**-Errol Osteraa, RAPS, Inc.**

Accept the financial update report which provides an update on PRWFPA's current financial position and accompanying financial statements. (Page 49)

**6. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND POSSIBLE ACTION**

**7. ADMINISTRATION**

**A. PRWFPA ADA Compliant Website Redesign Contract**  
**Recommended Action: APPROVE**  
**-Gina Schmidt, GIS Coordinator**

Approve the contract with Planeteria Media for the PRWFPA ADA Compliant Website Redesign for an amount not to exceed \$20,000. (Page 57)

**B. Draft FY 2020-2021 Budget**  
**Recommended Action: ADOPT**  
**-Maura Twomey, Executive Coordinator**

Adopt the draft the FY 2020-2021 agency budget. (Page 83)

**8. PLANNING**

**A. Pajaro River Flood Risk Reduction Project Update**  
**Recommended Action: INFORMATION**  
**-Mark Strudley, County of Santa Cruz**  
Receive an update on Pajaro River Flood Risk Reduction Project.

**9. OTHER BUSINESS**

**10. ADJOURN**

**REFERENCE ITEMS:**

- A. 2020 Calendar of Meetings (Page 89)
- B. Acronym Guide (Page 91)

**NEXT BOARD OF DIRECTORS MEETING:**

Date: September 4, 2020  
Location: TBD  
Time: 9:00 AM

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 Ana Flores at 831-883-3750, or by email [aflores@ambag.org](mailto:aflores@ambag.org), at least 48 hours prior to the meeting date.

**DRAFT**  
**MINUTES OF THE PROCEEDINGS**  
**OF THE BOARD OF DIRECTORS OF THE**  
**PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY**

February 7, 2020

**1. CALL TO ORDER**

The Board of Directors of the Pajaro River Watershed Flood Prevention Authority, Chair Botelho presiding, convened at the San Benito County Board of Supervisors Chambers, 481 Fourth Street, Hollister, CA 95023 at 9:03 a.m. on Friday, February 7, 2020.

**2. PLEDGE OF ALLEGIANCE**

Chair Botelho led the Pledge of Allegiance.

**3. ROLL CALL**

<b>Members – Board of Directors</b>	<b>Representative</b>	<b>Present</b>	<b>Absent</b>
County of San Benito	Supervisor Anthony Botelho	X	
County of Santa Cruz	Supervisor Greg Caput	X	
County of Monterey	Supervisor John Phillips	X	
County of Santa Clara	Supervisor Mike Wasserman via Phone	X	
Monterey County Water Resources Agency	Director John Baillie	X	
San Benito County Water District	Director Frank Bettencourt	X	
Santa Clara Valley Water District	Director John Varela	X	
Zone 7 Flood Control District	Director Nancy Bilicich	X	
City of Gilroy (Associate Member)	Vacant	n/a	n/a
City of Hollister (Associate Member)	Vacant	n/a	n/a
City of Morgan Hill (Associate Member)	Rene Spring		X

**Others Present:** Jackie McCloud, City of Watsonville; Lidia Gutierrez, Gutierrez Consultants; Mark Strudley, County of Santa Cruz; Antonella Gentile, County of Santa Cruz; Rusty Barker, County of Santa Cruz; Tony Gregorio, County of Santa Cruz; Maura Twomey, Errol Osteraa, Liz Hurtado-Espinosa, and Ana Flores, Regional Analysis and Planning Services, Inc. (RAPS, Inc.).

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

None.

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

Mark Strudley, Flood Control Division Manager, Flood Control and Water Conservation District, Zone 7, reported that the Notice of Preparation of Environmental Impact Report for the Pajaro River Flood Risk Management Project has been released for public review. A scoping meeting is scheduled on February 10, 2020 at 6 pm in Watsonville.

## **6. ELECTION OF OFFICERS FOR 2020**

Director Bilicich was nominated as Chair of the Authority.

Director Baillie was nominated as Vice Chair of the Authority.

**Motion made by Director Wasserman, seconded by Director Varela to elect Director Bilicich as Chair and Director Baillie as the Vice Chair of the Authority. Motion passed unanimously.**

Director Botelho passed the gavel to Director Bilicich incoming Chair.

## **7. PRESENTATIONS**

### **A. Draft Audited Financial Statements for FY 2018-2019**

Luis Najera, Moss, Levy & Hartzheim, LLP, presented the draft audited financial statements for FY 2018-2019. Mr. Najera reported that the Authority received an unmodified clean opinion and there were no findings.

## **8. CONSENT**

### **A. Minutes of the December 13, 2019 Board of Directors Meeting**

The minutes of the December 13, 2019 Board of Directors meeting were approved.

### **B. Approval of Payment to Gutierrez Consultants**

The invoices for services rendered by Gutierrez Consultants from December 2019 were approved.

### **C. Approval of Payment to RAPS, Inc.**

The invoices for services rendered by RAPS, Inc. from December 2019 were approved.

### **D. Financial Update Report**

The financial update report was accepted.

**Motion made by Director Wasserman, seconded by Director Varela to approve the consent agenda. Motion passed unanimously.**

## **9. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND POSSIBLE ACTION**

None.

## **10. ADMINISTRATION**

### **A. Planning the Celebration of the Signing of the Director's Report for the Pajaro River Flood Risk Reduction Project**

Maura Twomey, Executive Coordinator stated that the Board had requested to celebrate the signing of the Director's Report for the Pajaro River Flood Risk Reduction Project. The celebration will be combined with the June 5, 2020 PRWFPA Board of Directors meeting. Past Board members and key staff from the various agencies involved will be invited. A press conference will also be held. Brief discussion followed.

**Motion made by Director Phillips, seconded by Director Varela to direct staff to plan a celebration of the signing of the Director's Report for the Pajaro River Flood Risk Reduction Project. Motion passed unanimously.**

## **11. PLANNING**

### **A. Pajaro River Flood Risk Reduction Project Letters of Support**

Mark Strudley, Santa Cruz County Flood Control & Water Conservation District, Zone 7 gave a presentation on the Pajaro River Flood Risk Reduction Project letter of support. Mr. Strudley reported that the letters of support are for the Santa Cruz County Zone 7 Flood Control District's grant applications to the Coastal Watershed Flood Risk Reduction Grant Program with the California Department of Water Resources and the Urban Flood Protection Grant Program with the California Natural Resources Agency. Brief discussion followed.

**Motion made by Director Varela, seconded by Director Baillie to approve the letters of support for the Santa Cruz County Zone 7 Flood Control District's grant applications. Motion passed unanimously.**

### **B. Pajaro River Flood Risk Reduction Project Update**

Mark Strudley, Santa Cruz County Flood Control & Water Conservation District, Zone 7 gave an update on the Pajaro River Flood Risk Reduction Project (Project). Mr. Strudley reported that they have received the signed Director's Report from the Army Corps of Engineers (USACE) and the Project has been authorized to seek design and construction funds. Once the Project enters the design phase, staff will start meeting with the USACE in early summer. Brief discussion followed.

## **12. OTHER BUSINESS**

## **13. ADJOURNMENT**

The meeting adjourned at 9:39 a.m.

# PRWFPA BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD

**BOARD MEETING DATE: February 7, 2020**

Attendance (X= Present; AB= Absent)    Voting (Y= Yes; N=No; A=Abstain)						
MEMBER	PRWFPA REP	Attendance	Item# 6	Item# 8	Item# 10.A	Item# 11.A
County of Monterey	John Phillips	X	Y	Y	Y	Y
County of San Benito	Anthony Botelho	X	Y	Y	Y	Y
County of Santa Clara	Mike Wasserman via phone	X	Y	Y	Y	Y
County of Santa Cruz	Greg Caput	X	Y	Y	Y	Y
Monterey County Water Resources Agency	John Baillie	X	Y	Y	Y	Y
San Benito County Water District	Frank Bettencourt	X	Y	Y	Y	Y
Santa Clara Valley Water District	John Varela	X	Y	Y	Y	Y
Zone 7 Flood Control	Nancy Bilicich	X	Y	Y	Y	Y
<b>Associate Members (Non-Voting Members)</b>						
City of Gilroy (Associate Member)	Vacant	-				
City of Hollister (Associate Member)	Vacant	-				
City of Morgan Hill (Associate Member)	Rene Spring	AB				

(\* = Board Members that arrived late, therefore, did not vote on the item. Please refer the minutes)





## Gutierrez Consultants

March 9, 2020

Ms. Maura Twomey, Executive Director  
Pajaro River Watershed FPA  
Post Office Box 2453  
Seaside, CA 93955-2453

Dear Maura:

Attached is an invoice from Gutierrez Consultants for professional services provided from January 1, 2020 through January 31, 2020. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract. The invoice is for a total amount of \$1,422.00 and the balance remaining is \$43,035.87.

Sincerely,

Lidia Gutierrez  
Principal

*Integrated Planning and Funding Solutions*

5000 Lilac Ridge Road  
118 Diablo Ranch Court  
San Ramon, CA 94582  
Danville, CA 94506  
925.766.3294  
925.766.5294

Gutierrez Consultants  
118 Diablo Ranch Court  
Danville, CA 94506

# Invoice

Bill To:
Pajaro River Watershed FPA PO Box 2453 Seaside, CA 93955-2453

Date	Invoice No.	Project	Service Period
03/09/20	1462		1/1/20-1/31/20

Item	Description	Quantity	Rate	Amount
FPA Subtask 6.1 Program Evaluat	Review and edit FY 18-19 Management Discussion and Analysis; Review and edit SWG agenda; Prepare for and participate in January 21, 2020 FPA meeting (call); review and edit FPA Board memo seeking approval of letters of support for Lower Pajaro River grant applications; final review and edit of board memo	6	237.00	1,422.00
			Total	\$1,422.00



## Gutierrez Consultants

March 12, 2020

Ms. Maura Twomey, Executive Director  
Pajaro River Watershed FPA  
Post Office Box 2453  
Seaside, CA 93955-2453

Dear Maura:

Attached is an invoice from Gutierrez Consultants for professional services provided from February 1, 2020 through February 29, 2020. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract. The invoice is for a total amount of \$1,285.05 and the balance remaining is \$41,750.82.

Sincerely,

Lidia Gutierrez  
Principal

*Integrated Planning and Funding Solutions*

5000 Lilac Ridge Road  
118 Diablo Ranch Court  
San Ramon, CA 94582  
Danville, CA 94506  
925.766.3294  
925.766.5294

Gutierrez Consultants  
118 Diablo Ranch Court  
Danville, CA 94506

# Invoice

Bill To:
Pajaro River Watershed FPA PO Box 2453 Seaside, CA 93955-2453

Date	Invoice No.	Project	Service Period
03/12/20	1463		2/1/19-2/29/19

Item	Description	Quantity	Rate	Amount
FPA Subtask 1.8 Public Outreach	Review Board of Directors agenda package; prepare for and attend February 7, 2020 Board of Directors meeting in Hollister	5	237.00	1,185.00
ODCs	Mileage: February 7, 2020 meeting in Hollister	174	0.575	100.05
			Total	\$1,285.05



## Gutierrez Consultants

April 19, 2020

Ms. Maura Twomey, Executive Director  
Pajaro River Watershed FPA  
Post Office Box 2453  
Seaside, CA 93955-2453

Dear Maura:

Attached is an invoice from Gutierrez Consultants for professional services provided from March 1, 2020 through March 31, 2020. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract. The invoice is for a total amount of \$1,896.00 and the balance remaining is \$39,854.82.

Sincerely,

Lidia Gutierrez  
Principal

*Integrated Planning and Funding Solutions*

5000 Lilac Ridge Road  
118 Diablo Ranch Court  
San Ramon, CA 94582  
Danville, CA 94506  
925.766.3294  
925.766.5294

Gutierrez Consultants  
118 Diablo Ranch Court  
Danville, CA 94506

# Invoice

Bill To:
Pajaro River Watershed FPA PO Box 2453 Seaside, CA 93955-2453

Date	Invoice No.	Project	Service Period
04/19/20	1477		3/1/20-3/31/20

Item	Description	Quantity	Rate	Amount
FPA Subtask 1.9 Partner Facilit	Review Miller Trust proposed Commercial Project Notice of Preparation; call with staff regarding Miller Proposal EIR scoping comments; review and revise Pajaro River Project celebration invite list; review and edit Miller Trust comment letter, coordination for final submittal of final comment letter; review draft SWG agenda; prepare for and participate in March 17, 2020 SWG call	8	237.00	1,896.00
			Total	\$1,896.00



## Gutierrez Consultants

May 12, 2020

Ms. Maura Twomey, Executive Director  
Pajaro River Watershed FPA  
Post Office Box 2453  
Seaside, CA 93955-2453

Dear Maura:

Attached is an invoice from Gutierrez Consultants for professional services provided from April 1, 2020 through April 30, 2020. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract. The invoice is for a total amount of \$355.50 and the balance remaining is \$39,499.32.

Sincerely,

Lidia Gutierrez  
Principal

*Integrated Planning and Funding Solutions*

5000 Lilac Ridge Road  
118 Diablo Ranch Court  
San Ramon, CA 94582  
Danville, CA 94506  
925.766.3294  
925.766.5294

Gutierrez Consultants  
118 Diablo Ranch Court  
Danville, CA 94506

# Invoice

Bill To:
Pajaro River Watershed FPA PO Box 2453 Seaside, CA 93955-2453

Date	Invoice No.	Project	Service Period
05/12/20	1486		4/1/20-4/30/20

Item	Description	Quantity	Rate	Amount
FPA Subtask 1.9 Partner Facilit	Review Staff Working Group Agenda; Prepare for and participate in April 21, 2020 Staff Working Group Meeting (call)	1.5	237.00	355.50
			Total	\$355.50



# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

PO Box 2453  
Seaside, CA 93955-2453

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

January 31, 2020

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, September 22, 2006, July 6, 2007, June 27, 2008, January 9, 2009, May 1, 2009, June 4, 2010, May 6, 2011, May 4, 2012, May 3, 2013, June 6, 2014, June 30, 2015, June 3, 2016, June 30, 2017, June 1, 2018, **and June 7, 2019.**

This letter is our billing for services rendered in the period **January 1 through January 31, 2020.** 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 **June 5, 2020.**

The services included work under items 1 through 9 of Exhibit A of the referenced contract. The following

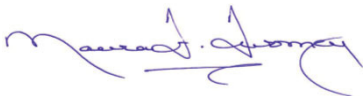
## Work Element 530 - Agency Administration

Executive Coordinator	1 hours @	\$ 242.00	\$ 242.00
Director of Finance & Administration	0 hours @	\$ 196.00	\$ -
Principal Accountant	0 hours @	\$ 120.00	\$ -
Associate Planner	0 hours @	\$ 121.00	\$ -
GIS Coordinator	0 hours @	\$ 154.00	\$ -
Senior Executive Assistant	7 hours @	\$ 121.00	\$ 847.00
Total	<u>8</u>	Subtotal	<u>\$ 1,089.00</u>

\* Rates approved by the board on 5/6/10 and modified 11/4/2011, 6/3/2016 and 06/7/2019.

Total now due: \$ 1,089.00

Sincerely,



Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
January 1 - January 31, 2020

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	1.00	242.00	242.00
Subtotal	1.00	242.00	242.00
Director of Finance & Administration			
Project 530 Admin	-	196.00	-
Subtotal	-	196.00	-
Principal Accountant			
Project 530 Admin	-	120.00	-
Subtotal	-	120.00	-
Associate Planner			
Project 530 Admin	-	121.00	-
Subtotal	-	121.00	-
GIS Coordinator			
Project 530 Admin	-	154.00	-
Subtotal	-	154.00	-
Senior Executive Assistant			
Project 530 Admin	7.00	121.00	847.00
Subtotal	7.00	121.00	847.00
Total	8.00		1,089.00

**Tasks Completed:**

**Executive Coordinator**

Coordination of the January 16, 2020 SWG agenda; Attendance of the January 16th SWG meeting; Coordination of the February 7, 2020 PRWFPA Board of Directors agenda.

**Director of Finance & Administration**

**GIS Coordinator**

**Principal Accountant**

**Associate Planner**

**Senior Executive Assistant**

Preparation and distribution of the January 16, 2020 SWG agenda; Attendance of the January 16th SWG meeting; Preparation and distribution of the February 7, 2020 PRWFPA Board of Directors agenda; Website update.

## REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

	<u>WE 530 Admin</u>	<u>Remaining</u>
Budget*	\$ 45,000.00	\$ 45,000.00
Amount Spent:		
July, 2019	\$ 1,270.50	\$ 43,729.50
August, 2019	\$ 484.00	\$ 43,245.50
September, 2019	\$ 1,331.00	\$ 41,914.50
October, 2019	\$ 1,573.00	\$ 40,341.50
November, 2019	\$ 1,611.50	\$ 38,730.00
December, 2019	\$ 11,957.00	\$ 26,773.00
January, 2020	\$ 1,089.00	\$ 25,684.00
February, 2020		\$ -
March, 2020		\$ -
April, 2020		\$ -
May, 2020		\$ -
June, 2020		\$ -
<b>Subtotal</b>	<b>\$ 19,316.00</b>	<b>\$ 25,684.00</b>
Balance Available		<u>\$ 25,684.00</u>

\* Approved by the board on 06/07/19.

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

PO Box 2453  
Seaside, CA 93955-2453

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

February 29, 2020

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, September 22, 2006, July 6, 2007, June 27, 2008, January 9, 2009, May 1, 2009,  
June 4, 2010, May 6, 2011, May 4, 2012, May 3, 2013, June 6, 2014, June 30, 2015, June 3, 2016, June 30,  
2017, June 1, 2018, **and June 7, 2019.**

This letter is our billing for services rendered in the period **February 1 through February 29, 2020.**  
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 **June 5, 2020.**

The services included work under items 1 through 9 of Exhibit A of the referenced contract. The following

## Work Element 530 - Agency Administration

Executive Coordinator	3 hours @ \$ 242.00	\$ 726.00
Director of Finance & Administration	4 hours @ \$ 196.00	\$ 784.00
Principal Accountant	4 hours @ \$ 120.00	\$ 480.00
Associate Planner	0 hours @ \$ 121.00	\$ -
GIS Coordinator	1 hours @ \$ 154.00	\$ 154.00
Senior Executive Assistant	7.5 hours @ \$ 121.00	\$ 907.50
Total	<u>19.5</u>	<u>\$ 3,051.50</u>
	Subtotal	

\* Rates approved by the board on 5/6/10 and modified 11/4/2011, 6/3/2016 and 06/7/2019.

Total now due: \$ 3,051.50

Sincerely,



Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
February 1 - February 29, 2020

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	3.00	242.00	726.00
Subtotal	3.00	242.00	726.00
Director of Finance & Administration			
Project 530 Admin	4.00	196.00	784.00
Subtotal	4.00	196.00	784.00
Principal Accountant			
Project 530 Admin	4.00	120.00	480.00
Subtotal	4.00	120.00	480.00
Associate Planner			
Project 530 Admin	-	121.00	-
Subtotal	-	121.00	-
GIS Coordinator			
Project 530 Admin	1.00	154.00	154.00
Subtotal	1.00	154.00	154.00
Senior Executive Assistant			
Project 530 Admin	7.50	121.00	907.50
Subtotal	7.50	121.00	907.50
Total	19.50		3,051.50

**Tasks Completed:**

**Executive Coordinator**

Attendance of the February 7, 2020 PRWFPA Board of Directors meeting; Planning of the celebration of the signing of the Directors Report; Planning of the tour of the Pajaro Watershed with Assemblymember Rivas; Coordination of the February 18, 2020 SWG agenda; Attendance of the February 18, 2020 SWG meeting

**Director of Finance & Administration**

Attend BOD Meeting in Hollister on 2/7/2020

**GIS Coordinator**

Participating in PRWFPA Staff Working Group February 18 ,2020 meeting and presenting staff report on item #4- Discuss the Current PRWFPA Website.

**Principal Accountant**

Attend BOD Meeting in Hollister on 2/7/2020

**Associate Planner**

**Senior Executive Assistant**

Attendance of the February 7, 2020 PRWFPA Board of Directors meeting & follow-up; Planning of the celebration of the signing of the Directors Report (trip to Gilroy City Hall); Preparation and distribution of the February 18, 2020 SWG agenda; Attendance of the February 18, 2020 SWG meeting; Website update.

## REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

	<u>WE 530 Admin</u>	<u>Remaining</u>
Budget*	\$ 45,000.00	\$ 45,000.00
Amount Spent:		
July, 2019	\$ 1,270.50	\$ 43,729.50
August, 2019	\$ 484.00	\$ 43,245.50
September, 2019	\$ 1,331.00	\$ 41,914.50
October, 2019	\$ 1,573.00	\$ 40,341.50
November, 2019	\$ 1,611.50	\$ 38,730.00
December, 2019	\$ 11,957.00	\$ 26,773.00
January, 2020	\$ 1,089.00	\$ 25,684.00
February, 2020	\$ 3,051.50	\$ 22,632.50
March, 2020		\$ -
April, 2020		\$ -
May, 2020		\$ -
June, 2020		\$ -
<b>Subtotal</b>	<b>\$ 22,367.50</b>	<b>\$ 22,632.50</b>
Balance Available		<u>\$ 22,632.50</u>

\* Approved by the board on 06/07/19.

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

PO Box 2453  
Seaside, CA 93955-2453

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

March 31, 2020

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, September 22, 2006, July 6, 2007, June 27, 2008, January 9, 2009, May 1, 2009, June 4,  
2010, May 6, 2011, May 4, 2012, May 3, 2013, June 6, 2014, June 30, 2015, June 3, 2016, June 30, 2017, June 1,  
2018, and June 7, 2019.

This letter is our billing for services rendered in the period **March 1 through March 31, 2020.**

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 **June 5, 2020.**

The services included work under items 1 through 9 of Exhibit A of the referenced contract. The following

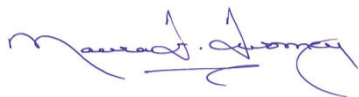
## Work Element 530 - Agency Administration

Executive Coordinator	2 hours @ \$ 242.00	\$ 484.00
Director of Finance & Administration	0 hours @ \$ 196.00	\$ -
Principal Accountant	0 hours @ \$ 120.00	\$ -
Associate Planner	0 hours @ \$ 121.00	\$ -
GIS Coordinator	15 hours @ \$ 154.00	\$ 2,310.00
Senior Executive Assistant	2 hours @ \$ 121.00	\$ 242.00
Total	<u>19</u>	<u>\$ 3,036.00</u>
	Subtotal	

\* Rates approved by the board on 5/6/10 and modified 11/4/2011, 6/3/2016 and 06/7/2019.

Total now due: \$ 3,036.00

Sincerely,



Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
March 1 - March 31, 2020

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	2.00	242.00	484.00
Subtotal	2.00	242.00	484.00
Director of Finance & Administration			
Project 530 Admin	-	196.00	-
Subtotal	-	196.00	-
Principal Accountant			
Project 530 Admin	-	120.00	-
Subtotal	-	120.00	-
Associate Planner			
Project 530 Admin	-	121.00	-
Subtotal	-	121.00	-
GIS Coordinator			
Project 530 Admin	15.00	154.00	2,310.00
Subtotal	15.00	154.00	2,310.00
Senior Executive Assistant			
Project 530 Admin	2.00	121.00	242.00
Subtotal	2.00	121.00	242.00
Total	19.00		3,036.00

**Tasks Completed:**

**Executive Coordinator**

Coordination and preparation of the March 17, 2020 Staff Working Group agenda; Attendance of the March 17, 2020 Staff Working Group meeting.

**Director of Finance & Administration**

**GIS Coordinator**

Internal staff meeting regarding website and future needs/requirements and parameters for RFP for ADA Compliant Website Redesign; Researched comparable agencies websites and inquired to pricing for other special districts/agencies website redevelopment costs for ADA Compliance; Developed a draft RFP for ADA Compliant Website Redesign and PRWFPA sample contract; Created RFP as Accessible pdf document in Adobe Pro DC for distribution; Participated in PRWFPA Staff Working Group March 17, 2020 meeting and presented item #4, draft RFP for ADA Compliant Website Redesign for approval and next steps; Updates to PRWFPA website and posting Board Meeting cancellation notice; Emailing newspapers to get deadline dates for public notice postings for RFP release on Monday April 6th, 2020.

**Principal Accountant**

**Associate Planner**

**Senior Executive Assistant**

Preparation and distribution of the March 17, 2020 Staff Working Group agenda; Attendance of the March 17, 2020 Staff Working Group meeting; Cancellation of the April 3, 2020 PRWFPA Board of Directors meeting due to the COVID-19 & shelter in place directive.



## REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

	<u>WE 530 Admin</u>	<u>Remaining</u>
Budget*	\$ 45,000.00	\$ 45,000.00
Amount Spent:		
July, 2019	\$ 1,270.50	\$ 43,729.50
August, 2019	\$ 484.00	\$ 43,245.50
September, 2019	\$ 1,331.00	\$ 41,914.50
October, 2019	\$ 1,573.00	\$ 40,341.50
November, 2019	\$ 1,611.50	\$ 38,730.00
December, 2019	\$ 11,957.00	\$ 26,773.00
January, 2020	\$ 1,089.00	\$ 25,684.00
February, 2020	\$ 3,051.50	\$ 22,632.50
March, 2020	\$ 3,036.00	\$ 19,596.50
April, 2020		\$ -
May, 2020		\$ -
June, 2020		\$ -
<b>Subtotal</b>	<b>\$ 25,403.50</b>	<b>\$ 19,596.50</b>
Balance Available		<u>\$ 19,596.50</u>

\* Approved by the board on 06/07/19.

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

PO Box 2453  
Seaside, CA 93955-2453

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

April 30, 2020

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, September 22, 2006, July 6, 2007, June 27, 2008, January 9, 2009, May 1, 2009, June 4,  
2010, May 6, 2011, May 4, 2012, May 3, 2013, June 6, 2014, June 30, 2015, June 3, 2016, June 30, 2017, June 1,  
2018, and June 7, 2019.

This letter is our billing for services rendered in the period **April 1 through April 30, 2020.**

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 **June 5, 2020.**

The services included work under items 1 through 9 of Exhibit A of the referenced contract. The following

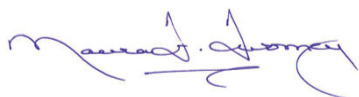
## Work Element 530 - Agency Administration

Executive Coordinator	2 hours @ \$ 242.00	\$ 484.00
Director of Finance & Administration	0 hours @ \$ 196.00	\$ -
Principal Accountant	0 hours @ \$ 120.00	\$ -
Associate Planner	0 hours @ \$ 121.00	\$ -
GIS Coordinator	11 hours @ \$ 154.00	\$ 1,694.00
Senior Executive Assistant	2 hours @ \$ 121.00	\$ 242.00
Total	<u>15</u> Subtotal	<u>\$ 2,420.00</u>

\* Rates approved by the board on 5/6/10 and modified 11/4/2011, 6/3/2016 and 06/7/2019.

Total now due: \$ 2,420.00

Sincerely,



Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
April 1 - April 30, 2020

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	2.00	242.00	484.00
Subtotal	2.00	242.00	484.00
Director of Finance & Administration			
Project 530 Admin	-	196.00	-
Subtotal	-	196.00	-
Principal Accountant			
Project 530 Admin	-	120.00	-
Subtotal	-	120.00	-
Associate Planner			
Project 530 Admin	-	121.00	-
Subtotal	-	121.00	-
GIS Coordinator			
Project 530 Admin	11.00	154.00	1,694.00
Subtotal	11.00	154.00	1,694.00
Senior Executive Assistant			
Project 530 Admin	2.00	121.00	242.00
Subtotal	2.00	121.00	242.00
Total	15.00		2,420.00

**Tasks Completed:**

**Executive Coordinator**

Coordination and preparation of the April 21, 2020 Staff Working Group agenda; Attendance of the April 21, 2020 Staff Working Group meeting.

**Director of Finance & Administration**

**GIS Coordinator**

Drafted public notice for PRWFPA RFP for ADA Compliant Website Redesign; Posted legal RFP advertisement of public notice for 4/6/20 run date (Monterey Herald, San Jose Mercury, Santa Cruz Sentinel, Hollister Freelance); Posted RFP release (PRWFPA website, CSDA, and RFPdb.com); Emailed website vendors notification of the RFP release using website vendors list; Prepared proof of postings for procurement packet; Emailed invoices for RFP legal ads to AMBAG accounting; Made website edits to remove bad external links; Provided HECRAS sediment model to consultant for Monterey County; Responded to Q&A's received for RFP and posted to PRWFPA website.

**Principal Accountant**

**Associate Planner**

**Senior Executive Assistant**

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

Invoice for PRWFPA  
April 1 - April 30, 2020

Preparation and distribution of the April 21, 2020 Staff Working Group agenda; Attendance of the April 21, 2020 Staff Working Group meeting.

## REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

	<u>WE 530 Admin</u>	<u>Remaining</u>
Budget*	\$ 45,000.00	\$ 45,000.00
Amount Spent:		
July, 2019	\$ 1,270.50	\$ 43,729.50
August, 2019	\$ 484.00	\$ 43,245.50
September, 2019	\$ 1,331.00	\$ 41,914.50
October, 2019	\$ 1,573.00	\$ 40,341.50
November, 2019	\$ 1,611.50	\$ 38,730.00
December, 2019	\$ 11,957.00	\$ 26,773.00
January, 2020	\$ 1,089.00	\$ 25,684.00
February, 2020	\$ 3,051.50	\$ 22,632.50
March, 2020	\$ 3,036.00	\$ 19,596.50
April, 2020	\$ 2,420.00	\$ 17,176.50
May, 2020		\$ -
June, 2020		\$ -
<b>Subtotal</b>	<b>\$ 27,823.50</b>	<b>\$ 17,176.50</b>
Balance Available		<u>\$ 17,176.50</u>

\* Approved by the board on 06/07/19.

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# Atchison Barisone & Condotti

PO Box 481  
Santa Cruz, CA 95061  
TAX ID 94-2809338

March 12, 2020

Pajaro River Watershed Flood  
Prevention Authority  
Attn: Maury Twomey  
PO Box 2453  
Seaside, CA 93955-2453

Re:

Dear Pajaro River Watershed Flood  
Prevention Authority,

Enclosed is invoice 2742, which covers services from 2/1/2020 to 2/29/2020. This invoice, dated 3/12/2020, is for \$0.00. Your total balance, including past charges, is \$59.40. Prompt payment of your total balance is appreciated.

## Billing Summary

Total for services rendered	\$0.00
Total expenses	\$0.00
Total interest and finance charges	\$0.00
Total payments and other	\$0.00
transactions Total previous balance	\$59.40
<b>Balance Due</b>	<b>\$59.40</b>

Thank you for your confidence in our work and our commitment to serving

you. If you have questions, please call us at 831 423 8383.

Sincerely,  
Jennifer Quek

**Atchison Barisone & Condotti**

PO Box 481  
Santa Cruz, CA 95061  
TAX ID 94-2809338

---

Invoice submitted to:  
Pajaro River Watershed Flood Prevention Authority  
Attn: Maury Twomey  
PO Box 2453  
Seaside, CA 93955-2453

March 12, 2020

	<u>Amount</u>
<b>Previous balance</b>	<b>\$59.40</b>
Balance due	<u>\$59.40</u>

Payments are due by the last day of each month. A finance charge may be assessed pursuant to agreement. A \$25 in addition to any bank fees will be charged for any returned checks.

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
0.00	59.40	0.00	0.00	0.00



**DRAFT**  
**CONTRACT FOR SERVICES**

This **Amendment No. 11** to the Contract for Services dated June 4, 2010 between the Pajaro River Watershed Flood Prevention Authority (**Authority**) and Gutierrez Consultants, Inc. (**Contractor**) amends the following sections of the original agreement.

**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. **The Scope of Work is attached as Exhibit A.**

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 **SEVENTY THOUSAND DOLLARS (\$70,000.00)**. In no event shall compensation exceed this amount without prior written consent of the AUTHORITY. **Rate schedule is attached as Exhibit B.**

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. TERM OF AGREEMENT.**

The term of this agreement shall commence on **July 1, 2020** (Commencement Date), and shall continue until **June 30, 2021** (Termination Date), or until the parties mutually determine that the work required hereunder is satisfactorily completed, whichever occurs first.

In witness whereof, the parties hereto have executed this agreement on **June 5, 2020**.

**GUTIERREZ CONSULTANTS**

\_\_\_\_\_  
Signature

Lidia Gutierrez  
Principal

\_\_\_\_\_  
Date

**PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY**

---

Signature

Nancy Bilicich

Chair of the Board of Directors

---

Date

**Approved as to Form**

---

Signature

Anthony Condotti

Attorney at Law

---

Date

## **EXHIBIT A**

### Scope of Services for Soap Lake Floodplain Preservation Project

The Pajaro River Watershed Flood Prevention Authority was established in October 1999 in order to “identify, evaluate, fund, and implement flood prevention and control strategies in the Pajaro River Watershed, on an intergovernmental basis.” Since the watershed covers areas of four counties and four water districts, the board is comprised of one representative from each of the following agencies:

- County of Monterey
- County of San Benito
- County of Santa Clara
- County of Santa Cruz
- Monterey County Water Resources Agency
- San Benito County Water District
- Santa Clara Valley Water District
- Zone 7 Flood Control District

The Authority acts as a governing body through which each member organization can participate and contribute to finding a method to provide flood protection in the watershed and promote general watershed interests. Although efforts have been made in the past to prevent flooding, it has become apparent over the past decades that the magnitude of the problem was not properly established. Flooding throughout the lower Pajaro River reaches is a hazard to public and private property including residences, agriculture, highways, watercourses, and environmental resources.

Immediately after being established, the Authority began studying the watershed, including identifying the source and magnitude of the floodflows. The Phase 1 Study was completed in July 2002 and consisted of modeling both the hydrologic and sediment regimes of the watershed. The results of Phase 1 provided a better understanding of the characteristics of the watershed and changes over time that affect flooding frequency and flooding potential in the downstream reaches of the Pajaro River.

The Phase 2 work was completed in April 2003 and identified project alternatives that would provide flood protection for the Pajaro River from Chittenden to Monterey Bay from the 100-year flood flows identified in Phase 1. The Phase 2 Study projects were developed to coordinate with a concurrent Army Corps of Engineers (Corps) Lower Pajaro River flood protection project. After the conclusion of Phase 2, the Corps identified a 100-year flood protection project for the Lower Pajaro River without any upstream projects.

The Corps 100-year flood protection project was based on the assumption that the watershed conditions (or current level of flood attenuation provided in the upper watershed) are maintained. The Phase 1 model results highlighted the natural flood attenuation benefits of Soap Lake and the critical importance of maintaining those benefits as part of any Pajaro River flood protection solution.

The focus of the Authority work shifted to ensure that the flows passing through the Lower Pajaro River Flood Risk Reduction Project would not increase above the currently predicted levels. The most direct way to achieve this goal was to preserve Soap Lake and its attenuation capabilities.

The Phase 3 and 4A Study was completed in March 2005 and defined and documented the preferred method to maintain the Soap Lake attenuation and storage capacity, known as the Soap Lake Floodplain Preservation Project (Project). In Phase 3, Soap Lake was hydraulically modeled and the floodplain boundaries defined. The impacts of flooding and land use preservation were examined in compliance with the California Environmental Quality Act (CEQA) and the cost of the Project were estimated.

In January 2007, the Authority was awarded \$4,425,300 in grant funding from Proposition 50 for the implementation of the Soap Lake Floodplain Preservation Project. Of the approximate \$4.4 million grant, \$3,825,000 was to go towards land and easement acquisitions and the remaining \$600,300 is to go towards development, implementation, and administration of the land and easement acquisition project. The grant funds were to be awarded to entities seeking to purchase land or easements in the Soap Lake Floodplain consistent with the floodplain requirements established by the Authority. At the time the grant expired in December 2016, the Authority had awarded \$2,728,020 in grant funds for acquisition of three properties or easements in the Soap Lake Floodplain.

With the expiration of the grant, the anticipated work activities to continue to implement the Soap Lake Floodplain Preservation Project shift from awarding the Proposition 50 grant funds to coordinating with land acquisition partners and pursuing new funding for easement and land acquisition in the floodplain. This Scope of Services describes those tasks to be completed by Gutierrez Consultants

(CONSULTANT) necessary for the implementation of the Soap Lake Floodplain Preservation Project through June 30, 2020.

In addition to implementation of the Soap Lake Project, the Authority expects to continue to monitor and review proposed development activities in the watershed and participate in watershed coordination, including the proposed California High Speed Rail and the Pajaro Compass. This Scope of Services describes those tasks to be completed by CONSULTANT necessary for support of those activities through June 30, 2020.

Finally, there have been significant issues associated with the Army Corps of Engineers development of the Pajaro River Flood Risk Reduction Project that affect the Authority's role in support of the project. Over the last two years, substantial progress was recorded with respect to the project's acceptance into the Corps SMART planning process, an Alternative Formulation Briefing Conference, execution of a new Feasibility Cost Share Agreement, execution of a contract for the required NEPA and CEQA documents, and then the receipt of full federal funding through completion of the study. Most of the pressing time sensitive matters appeared to be resolved. Unfortunately, additional time sensitive matters have resurfaced.

Since the conversion to the Corps' SMART planning in August 2014, the project study schedule has slipped significantly. These delays postponed the study completion date. A projected study completion is now scheduled for summer 2019. Pajaro River project sponsors have requested that the Authority increase its political lobbying efforts in support of the project. Additionally, the Authority may consider revisiting project alternatives that were originally excluded after the Corps committed to a project that provided the required flood risk reduction. This Scope of Services describes those tasks to be completed by CONSULTANT necessary for additional legislative support and strategic planning through June 30, 2020.

#### **Task 1: Staff Working Group and Board of Directors Meetings**

The Authority anticipates continuing the monthly Staff Working Group meetings and bi-monthly Board of Directors meetings. CONSULTANT shall continue to provide technical support services for these meetings including review and revision of meeting agenda, preparation of meeting presentation and handouts, preparation for and attendance at meetings, and other meeting support services as needed.

##### **Deliverables:**

- Meeting agenda, handouts, memoranda, and presentations as needed

#### **Task 2: Evaluation of Funding Opportunities and Grant Application**

Research the general availability of applicable funding sources, including but not

limited to SWRCB, DWR, California Department of Conservation, US Department of Agriculture, and Environmental Protection Agency Grants. As necessary, conduct in-person or phone meetings and attend funding workshops with funding agencies to confirm project funding eligibility and requirements. Prepare regular updates summarizing the funding opportunities and the recommended strategy for securing the maximum grants and loans for all phases of the project, from planning to construction.

Due to the nature of funding opportunities and the need to respond immediately following the release of the application submittal requirements, this scope assumes the preparation and submittal of one application (funding program to be determined). CONSULTANT shall prepare all application documents and be responsible for submittal of the application.

**Deliverable:**

- Funding Updates.
- Funding application (one)

**Task 3: Information and Public Outreach**

It is anticipated that there will continue to be many questions from the community regarding the status of the Soap Lake project and general Authority activities. There are also requests of the Authority to make presentations at public meetings and workshops. CONSULTANT shall respond to questions and requests for information, prepare informational materials, and attend and participate in meetings and workshops as requested.

Additionally, CONSULTANT shall review the Authority website and provide updated information as needed.

**Deliverables:**

- Public Information (handouts, mailings, presentations and other applicable products as developed)
- Information for Web Postings

**Task 4: Partner and Land Owner Facilitation**

The FPA has identified interested partners and maintains on-going communications with each partner through regular meetings, conference calls and e-mail. Each land trust or agency has their own public outreach efforts and the Authority would assist them with their outreach programs. The land trusts also may have established relationships with land owners and would make contact directly with them. CONSULTANT shall inform all partners of the on-going status of acquisitions, facilitate

inter-agency cooperation, share strategies, work on joint projects, monitor that the project goals are being met through acquisitions, and support land owner facilitation.

**Deliverables:**

- Partner Meeting Agenda, Meeting Summaries, and Other Applicable Documentation

**Task 5: Soap Lake Development Reviews**

The Authority will continue in its role of reviewing proposed development activities in the Soap Lake Floodplain and their potential impacts on floodplain detention capacity. Of note, the California High Speed Rail has two proposed alignments through the floodplain and the Authority has been coordinating with the design team regarding the project and potential impacts. Additionally, the Santa Clara Valley Water District, in partnership with the San Benito County Water District, are evaluating the potential expansion of the Pacheco Reservoir. The Authority will coordinate with the water districts to identify potential flood benefits associated with the expanded reservoir. CONSULTANT shall support the review of proposed development activities and project documentation including development plans and environmental analysis of the proposed developments.

**Deliverables:**

- Project review notes

**Task 6: Legislative and Lobbying Support**

The Corps Pajaro River Flood Risk Reduction Project planning is delayed again and is now well outside the three year planning window, which requires additional federal attention. Pajaro River project sponsors have requested that the Authority increase its political lobbying efforts in support of the project. Additionally, the Authority may consider revisiting project alternatives that were originally excluded after the Corps committed to a project that provided the required flood risk reduction. CONSULTANT shall support preparation for and participate in legislative activities including meetings with State and Federal representatives.

**Deliverables:**

- Lobbying informational materials and meeting notes

FY 2020/21  
Amendment No. 11

## **EXHIBIT B**

### **Rate Schedule for Gutierrez Consultants, Inc.**

<u>Classification</u>	<u>2020/2021 Rate</u>
Principal	\$244/hour
Associate Planner	\$179/hour
Project Assistant	\$157/hour

1. The individual hourly rates include salary, overhead and profit. The hourly rates also include ordinary expenses, including telecommunications, computer usage, and regular reproduction jobs. Other direct costs (ODCs) such as large reproduction jobs and travel expenses will be charged at actual cost plus 10%. Mileage will not be marked up. Subconsultants will be billed at actual cost plus 10%. Mileage rate will be that allowed by current IRS guidelines.



**DRAFT  
CONTRACT FOR SERVICES**

This **Amendment No. 22** to the Contract for Services dated July 21, 2000 between the Pajaro River Watershed Flood Prevention Authority (**Authority**) and Regional Analysis & Planning Services, Inc. (**Contractor**) amends the following sections of the original agreement.

1. SCOPE OF WORK. The Scope of Work is attached as Exhibit A.
2. COMPENSATION. For all services listed in Exhibit A, Contractor shall be reimbursed for actual costs incurred, (time and material). A rate schedule is attached as Exhibit B.
3. TERM OF AGREEMENT. The term of this agreement shall commence on **July 1, 2020** (Commencement Date), and shall continue until **June 30, 2021** (Termination Date), or until the parties mutually determine that the work required hereunder is satisfactorily completed, whichever occurs first.
4. COST LIMITATIONS. The total amount of compensation under this agreement shall not exceed **\$45,000.00** for Agency Administration.

In witness whereof, the parties hereto have executed this agreement on **June 5, 2020**.

**REGIONAL ANALYSIS & PLANNING SERVICES, INC.**

\_\_\_\_\_  
Signature  
Maura Twomey  
Executive Coordinator

\_\_\_\_\_  
Date

**PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY**

\_\_\_\_\_  
Signature  
Nancy Bilicich  
Chair of the Board of Directors

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
Signature  
Anthony Condotti  
Attorney at Law

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Scope of Services**

#### **AGENCY ADMINISTRATION**

1. Organize, schedule and notice meetings, workshops and hearings of the Authority.
2. Organize and schedule meetings of the Authority's Staff Working Group.
3. Prepare/distribute agendas, take minutes, activate/set up public address systems, record proceedings and carry out similar work related to the meetings.
4. Prepare basic non-technical reports to and correspondence from the combined agencies based on input from the Staff Working Group.
5. Ensure that all participating agencies are kept up to date and informed (through the use of mail, email, and fax) of proposed agenda items, correspondence and other information related to the efforts of the Authority.
6. Process correspondence, maintain files and carry out related work.
7. Provide a range of clerical and administrative staff support to ensure the most effective, efficient and fiscally responsible staffing level for the respective tasks.
8. Provide liaison with the legal counsel and administer legal contract.
9. Maintain FPCC filing responsibility.
10. Act as the fiscal agent for the Authority.
11. Administer contract(s) agreement(s).
12. Fulfill other tasks as needed, and directed by the Authority's Board of Directors.
13. Maintain PRWFPA website.

**EXHIBIT B**

HOURLY RATES

Associate Planner	<b>\$121.00</b>
Director of Finance & Administration	<b>\$196.00</b>
Senior Executive Assistant	<b>\$121.00</b>
Executive Coordinator	<b>\$242.00</b>
GIS Coordinator	<b>\$154.00</b>
Principal Accountant	<b>\$120.00</b>

Note. 1. Overhead Costs include: insurance, rent, utilities, office supplies, computer services, communications (telephone, postage, fax, and email), in-house printing, and accounting services.

Note 2. Itemized monthly invoices will include hours worked for each major task (to the quarter hour). Staff time records shall be available for review upon request.

**DRAFT**  
**CONTRACT FOR SERVICES**

This agreement is made and entered into as of the date and place set forth below by and between **The Pajaro River Watershed Flood Prevention Authority**, hereinafter referred to as **Authority**, and, **Atchison, Barisone & Condotti** hereinafter referred to as **Contractor** upon the following terms and conditions:

1. Authority hereby engages contractor and contractor hereby agrees to perform all services as hereinafter described. The contractor, who represents that he is qualified and will perform services described in the "Scope of Work", Attachment 1.
2. For all of the services described above and all goods and material supplied by contractor, Authority shall pay the Contractor according to the "Fee Schedule", Attachment 2. Payment will be made upon approval of invoice(s) from the Authority at their Board of Directors meeting.
3. Invoices for services must be presented to Authority. Receipts for expenditures and invoices for services should be presented in accordance with the Fee Schedule. Authority shall pay the Contractor promptly after Authority receives an invoice, as appropriate, and the invoice has been approved for payment by the Authority at their Board of Directors meeting.
4. The work to be performed under this agreement shall commence on or about **July 1, 2020**, and shall remain in effect until **June 30, 2021**, or until the work required is satisfactorily completed, whichever occurs first. Any extension beyond the Termination Date must be requested in writing two weeks prior to the Termination Date, and approved and signed by both parties.
5. The contract amount shall **not exceed Ten Thousand Dollars (\$10,000.00)**. No interest or carrying charges shall accrue to contractor by reason of delayed payment. Contractor shall not be entitled to extra compensation for services or materials not otherwise authorized under this agreement, unless Authority has first authorized such extra services or materials in writing.
6. Contractor is an independent contractor and shall not be considered an agent or employee of the Authority, its member agencies or the Association of Monterey Bay Area Governments (AMBAG).
7. Contractor shall, at all times during the terms of this agreement, carry worker's compensation insurance covering all of its employees, public liability, errors and omissions insurance and property damage insurance, and automotive insurance as required by current statute, and shall comply with all state and federal laws relating to employees. All insurance coverages shall be maintained in full force by the contractor for the duration of this agreement, and shall name Authority as an additional insured on such policies of insurance.



## **Attachment 1**

### **Scope of Work**

1. Advise the Authority on a broad range of legal matters including, without limitations compliance with:
  - a. The Ralph M. Brown Act.
  - b. The California Environmental Quality Act.
  - c. Conflict of interest laws.
  - d. Laws relating to the functions of joint powers authorities.
2. Advise the Authority, as appropriate, concerning flood control and flood liability issues.
3. Advise the Authority, as appropriate, concerning legal authority and requirements for securing State and Federal grants and loans.
4. Advise the Authority, as requested, on legal matters concerning the Soap Lake Floodplain Preservation Project (Project).

## **Attachment 2**

### **Fee Schedule**

Partner	\$300.00 per hour
Associate	\$247.00 per hour
Paralegal	\$145.00per hour
Legal Assistants	\$91.00per hour



### MEMORANDUM

**Member Agencies:**

County of Monterey

County of San Benito

County of Santa Clara

County of Santa Cruz

Monterey County Water  
Resources Agency

San Benito County  
Water District

Santa Clara Valley  
Water District

Santa Cruz County Zone  
7 Flood Control District

**TO:** PRWFPA Board of Directors

**FROM:** Maura F. Twomey, Executive Coordinator

**RECOMMENDED BY:** Errol Osteraa, Director of Finance and  
Administration

**SUBJECT:** Financial Update Report

**MEETING DATE:** June 5, 2020

**RECOMMENDATION:**

It is recommended that the Board of Directors accept the financial update report.

**BACKGROUND/DISCUSSION:**

Regional Analysis & Planning Services, Inc. (RAPS) provides contract staffing services to the Pajaro River Watershed Flood Prevention Authority (PRWFPA). The contract includes administrative and financial services for the Board as well as the Staff Working Group (SWG). The monthly financial reporting, budget preparation and audit assistance fall within RAPS, Inc. duties. The Board packet includes the year-to-date financial reports through April 30, 2020 as well as a budget-to-actual comparison for fiscal year (FY) 2019-2020. Amounts in the financial update report are unaudited.

The Balance Sheet reflects a cash balance of \$653,751.69. There were no accounts receivables outstanding as of April 30, 2020.

The current liabilities balance is \$15,174.80. PRWFPA has sufficient current assets on hand to pay all known current obligations.

During the period of July 1, 2019 through April 30, 2020, PRWFPA incurred routine operational expenditures for contractual services. The services provided are summarized as follows:

- RAPS, Inc.: Staff Working Group (SWG) and Board of Director's agenda preparation and meeting attendance; accounting and audit related work, Legislative Conference and Workshop administration, Website 508 ADA Compliance related work.
- Gutierrez Consultants: Work associated the Open Space Authority (OSA) lease agreement, the Gonzales sale, high speed rail, attended meetings in Washington DC and SWG meeting preparation and attendance.
- Atchison, Barisone & Condotti: Ongoing legal services consisting of OSA lease agreement review, comment and revision and review of the Gonzales sale.

Expenses for the period of July 1, 2019 through April 30, 2020 totaled \$70,613.29, which included professional services, and other expenses.

PRWFPA's Profit and Loss Statement reflects an excess of revenue over expense of \$12,635.97 for the period July 1, 2019 through April 30, 2020.

The following table highlights key Budget to Actual financial data:

**Budget to Actual Financial Highlights**  
**For Period July 1, 2019 Through April 30, 2020**

<b>Expense</b>	<b>Budget July - April 2020</b>	<b>Actual July - April 2020</b>	<b>Difference</b>
Professional Services	\$ 114,900.00	\$ 63,971.48	\$ 50,928.52
Insurance	\$ 1,167.00	\$ 1,080.00	\$ 87.00
Supplies	\$ 5,583.00	\$ 4,784.01	\$ 798.99
Travel	\$ 7,917.00	\$ 777.80	\$ 7,139.20
Total	<u>\$ 129,567.00</u>	<u>\$ 70,613.29</u>	<u>\$ 58,953.71</u>
<b>Revenue</b>			
State/Local Revenue *	\$ 69,000.00	\$ 83,249.26	\$ 14,249.26
* State/Local Revenue does not include \$72,680.00 which will be used from reserves			

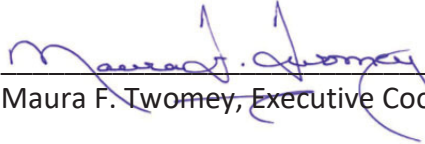
Professional Services are under budget primarily due to the timing of work provided by contractual obligation.

The budget reflects a linear programming of funds while actual work and related expenses are contingent on variety of factors. As a result, there will be fluctuations from budget-to-actual during the fiscal year.

**ATTACHMENTS:**

1. Balance Sheet as of April 30, 2020
2. Profit and Loss Statement: July 1, 2019 through April 30, 2020
3. Accounts Payable Aging Detail as of April 30, 2020
4. Check Register: January 1, 2020 through April 30, 2020

**APPROVED BY:**



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Maura F. Twomey, Executive Coordinator

**Pajaro River Watershed Flood Prevention Authority**  
**Balance Sheet - Attachment 1**  
As of April 30, 2020

	<u>April 30, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Cash and Cash Equivalents</b>	
Cash in Bank Checking	516,373.89
LAIF Account	137,377.80
<b>Total Cash and Cash Equivalents</b>	<u>\$ 653,751.69</u>
<b>Accounts Receivable</b>	
Accounts Receivable	-
<b>Total Accounts Receivable</b>	<u>\$ -</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 653,751.69</u></u>
<b>LIABILITIES &amp; FUND BALANCE</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	15,174.80
<b>Total Current Liabilities</b>	<u>\$ 15,174.80</u>
<b>Total Liabilities</b>	<u>\$ 15,174.80</u>
<b>Fund Balance - Unrestricted</b>	
Fund Balance - Beginning of Fiscal Year	625,940.92
Net Income/(Loss)	12,635.97
<b>Total Fund Balance - Unrestricted</b>	<u>638,576.89</u>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<u><u>653,751.69</u></u>

**Pajaro River Watershed Flood Prevention Authority**  
**Profit & Loss - Attachment 2**  
July 1, 2019 through April 30, 2020

<b>July 1, 2019 - April 30, 2020</b>		
<b>Income</b>		
Interest		3,249.26
Member Dues		80,000.00
<b>Total Income</b>	<b>\$</b>	<b>83,249.26</b>
<b>Expense</b>		
Audit Expense		5,380.00
Gutierrez Consultants		30,500.68
Regional Analysis & Planning Services, Inc. (RAPS)		27,823.50
Insurance		1,080.00
Legal Services		267.30
Other Expense		
Travel/Meetings/Supplies/RFP Ads	777.80	
Legislative Conference	4,784.01	
<b>Total Other Expense</b>		<b>5,561.81</b>
<b>Total Expense</b>	<b>\$</b>	<b>70,613.29</b>
<b>Net Income/(Loss)</b>	<b>\$</b>	<b>12,635.97</b>

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**Pajaro River Watershed Flood Prevention Authority**  
**A/P Aging Detail - Attachment 3**  
As of April 30, 2020

Date	Num	Name	Due Date	Open Balance
01/31/2020	1462	Gutierrez Consultants	04/30/2020	1,422.00
02/29/2020	1463	Gutierrez Consultants	05/29/2020	1,285.05
03/31/2020	1043	Regional Analysis & Planning Services	05/30/2020	3,036.00
03/31/2020	1477	Gutierrez Consultants	06/29/2020	1,896.00
04/30/2020	1044	Regional Analysis & Planning Services	06/29/2020	2,420.00
04/30/2020	1486	Gutierrez Consultants	07/29/2020	355.50
01/31/2020	1040	Regional Analysis & Planning Services	03/31/2020	1,089.00
04/06/2020	0006475891	AMBAG	04/06/2020	55.50
04/06/2020	6475781	AMBAG	04/06/2020	177.24
04/06/2020	0006475779	AMBAG	04/06/2020	41.60
04/10/2020	2020-381993	AMBAG	04/10/2020	62.50
02/29/2020	1041	Regional Analysis & Planning Services	04/29/2020	3,051.50
02/07/2020	020720 - EO	AMBAG	02/07/2020	34.04
02/07/2020	020720 - EH	AMBAG	02/07/2020	24.55
02/07/2020	020720	AMBAG	02/07/2020	52.96
02/10/2020	23458	AMBAG	02/10/2020	48.94
02/13/2020	021320-AF	AMBAG	02/13/2020	63.02
01/31/2020	33433	Atchison Barisone & Condotti	02/29/2020	59.40
<b>Total</b>				<b>\$15,174.80</b>

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Accrual Basis

Pajaro River Watershed Flood Prevention Authority  
Check Register - Attachment 4  
January 1, 2020 through April 30, 2020

Date	Num	Name	Memo	Amount
02/04/2020	897	AMBAG	Travel, Supplies, Food, Parking, Audio Rental, & Legal Ads for BOD Meeting & Legislative Conference	3,383.82
02/04/2020	898	Gutierrez Consultants	December 2019 Lake Floodplain Preservation Project Services & Meetings	7,314.16
02/04/2020	899	RAPS, Inc.	RAPS WE 530 Agency Administration - December 1-31, 2019	11,957.00
				<u>\$ 22,654.98</u>

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### MEMORANDUM

**TO:** PRWFPA Board of Directors

**FROM:** Maura F. Twomey, Executive Coordinator

**RECOMMENDED BY:** Gina Schmidt, GIS Coordinator

**SUBJECT:** PRWFPA ADA Compliant Website Redesign Contract

**MEETING DATE:** June 05, 2020

### RECOMMENDATION:

Staff recommends that the Board of Directors approve a one-year agreement for ADA Compliant Website Redesign with Planetaria Media and authorize the Executive Coordinator to negotiate and execute the agreement for an amount not to exceed \$20,000.

### BACKGROUND/DISCUSSION:

The Pajaro River Watershed Flood Prevention Authority (PRWFPA) website has an outdated software platform that does not meet current posting needs and is not consistent with the current Americans with Disability Act (ADA) compliance standards. Staff that provides administrative support has already made the website as compliant as possible, but it needs a complete overhaul for ADA compliance as the current Dreamweaver website software is not robust enough to do so. Dreamweaver is being phased out by the developer and could fail at any time. PRWFPA's website needs to be redesigned in a robust and modern software platform that is more accessible and meets ADA compliant design for accessibility.

To address all these immediate issues regarding PRWFPA website, upon consultation with the Staff Working Group, RAPS released a Request for Proposal (RFP) for an ADA Compliant Website Redesign for PRWFPA on April 6, 2020.

RAPS received responses to the ADA Compliant Website Redesign RFP from the following firms:

- 5 Seams
- 5D Spectrum
- Acute Digital
- Bean Machine
- Cheeky Monkey Media
- Devsu
- EMRG
- Epik Solutions
- Evolving Web
- Extend Your Reach
- Gridle Services
- Infojini
- Nighthawk
- Northern Computings
- Planeteria Media
- Social Fix
- Sultanete
- Vendi

We received two proposals after the deadline which were not responsive, and were not considered in the evaluation process:

- Creative Roam
- Streamline

An Evaluation Committee consisting of representatives from RAPS reviewed the proposals based on responsiveness and evaluation criteria included in the RFP. The Evaluation Committee concluded that Planeteria Media was the most qualified to complete the work and recommended that Planeteria Media be awarded the contract to provide services for the one year contract ending June 30, 2021. Notification of intent to award prospective bidder Planeteria Media was given on May 13, 2020.

#### **FINANCIAL IMPACT:**

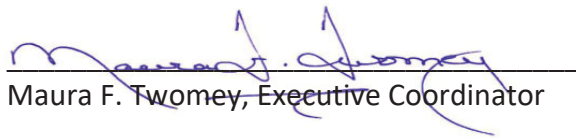
The website redesign and update to meet ADA compliance will occur in FY 2020/2021, for a total one time cost of \$19,800. The total contract is for a not to exceed amount of \$20,000. Fees for FY 2020/2021 are included in the budget.

**COORDINATION:**

RAPS staff coordinated with local newspapers, advertised on the PRWFPA website, direct emailed top Drupal website firms, Request for Proposal Database (RFPDB), and the California Special District Association (CSDA) organization to advertise PRWFPA's RFP.

**ATTACHMENT:**

1. Draft Agreement for ADA Compliant Website Redesign

**APPROVED BY:**

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Maura F. Twomey, Executive Coordinator

**Attachment 1**  
**CONTRACT FOR CONSULTANT SERVICES BETWEEN THE**  
**PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY AND**  
**CONSULTANT PLANETERIA MEDIA**

**THIS AGREEMENT**, is made and entered into this 5<sup>th</sup> of June, 2020, by and between the Pajaro River Watershed Flood Prevention Authority, hereinafter called "**PRWFPA**," and Consultant Firm Planeteria Media, hereinafter called "**Consultant**."

**WITNESSETH**

**WHEREAS**, PRWFPA needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the PRWFPA in the most economical manner; and

**WHEREAS**, the Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Agreement with PRWFPA.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES," which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be from July 1, 2020 – June 30, 2021, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently

proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE,"

**SECTION 4. COMPENSATION.** Invoices for services must be presented to PRWFPA no later than the 15<sup>th</sup> business day of each month for the month prior. Consultant shall submit to the PRWFPA an invoice stating a description of services provided including receipts for expenditures. Invoices for services should be presented in accordance with Exhibit "C", entitled "COMPENSATION". The PRWFPA shall pay the Consultant promptly after PRWFPA receives an invoice, as appropriate, and the invoice has been approved for payment by the PRWFPA at the next regularly scheduled Board of Directors meeting. The Board of Directors meet five times annually, as note on the attached schedule for 2020, Exhibit "D", entitled "Schedule for Calendar Year 2020".

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the PRWFPA a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONTRACTOR.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of the PRWFPA and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to PRWFPA employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the PRWFPA, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 8. INDEMNIFICATION.** Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Agreement, and PRWFPA is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless the PRWFPA, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or errors or omissions by Consultant, to the extent damages are caused by Consultant. The Consultant's duty to defend shall not exceed its duty to indemnify.

**SECTION 9. INSURANCE.**

A. **Errors and Omissions Insurance.** Consultant shall not be required to obtain and maintain throughout the term of this Agreement a professional liability insurance policy (Errors and Omissions).

B. **Auto Insurance.** Consultant shall maintain in full force and effect for the term of this Agreement, automobile insurance with an insurance carrier satisfactory to PRWFPA, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Agreement.

(1) **Consultant represents to PRWFPA that:** Consultant owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than Consultant's personal transportation only (with no passengers, hazardous materials, or valuable greater than \$5,000). In reliance on said representation PRWFPA requires that said personal vehicle have automobile liability insurance coverage in the minimum amount of: a) \$50,000 property damage; b) 250,000 per person; and c) \$500,000 per occurrence. In reliance on said representation, PRWFPA waives any and all requirements therein relating to Business Automobile Liability Insurance coverage.

C. **Workers' Compensation Insurance.** If, during the term of this Agreement, Consultant does hire any employee that in accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self insurance. Consultant agrees to comply with such provisions before allowing said employee to perform any work under this Agreement.

D. **Proof of Insurance to PRWFPA Before Notice to Proceed to Work.** Consultant shall satisfactorily provide certificates of insurance to the Executive Coordinator before Notice to Proceed to Work of this Agreement will be issued. Approval of insurance by PRWFPA shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Agreement. Consultant shall not perform any work under this Agreement until Consultant has obtained the required insurance and until the required certificates have been submitted to PRWFPA and

approved by the Executive Coordinator or his designee. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish PRWFPA required proof that insurance has been procured and is in force and paid for, PRWFPA shall have the right at PRWFPA's election to forthwith terminate this Agreement immediately without any financial or contractual obligation to the PRWFPA. As a result of such termination, PRWFPA reserves the right to employ another consultant to complete the project.

**SECTION 10. NON DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Agreement.

**SECTION 11. TERMINATION.**

A. PRWFPA and Consultant shall have the right to terminate this Agreement, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, PRWFPA may terminate this Agreement immediately upon written notice.

C. The Executive Coordinator is empowered to terminate this Agreement on behalf of the PRWFPA Board of Directors.

D. In the event of termination, Consultant shall deliver to PRWFPA copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.



**SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 13. GOVERNING LAW.** PRWFPA and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of Monterey.

**SECTION 14. PRIOR AGREEMENTS AND AMENDMENTS.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** Consultant shall be provided access to the PRWFPA staff, materials and information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the Executive Coordinator or his designee, or as required by law, nor shall the data or information be used for any purpose other than to perform duties under this contract.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of PRWFPA without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement, for breach or violation of this covenant, the PRWFPA shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by PRWFPA, any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement.

B. No member, officer, or employee of PRWFPA, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer or otherwise do anything which will result in such member, officer, or employee of PRWFPA from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to PRWFPA, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the PRWFPA, and shall furnish to PRWFPA, its authorized agents and employees, such other evidence or information as PRWFPA may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**PRWFPA**

Nancy Bilicich  
Chair, PRWFPA  
P. O. Box 2453 Seaside, CA 93955  
(831) 883 3750

**CONSULTANT**

Planeteria Media  
Sales & Business Development Director  
110 Stony Point Road, Suite 225  
Santa Rosa, CA 95401  
(707) 843 3773

**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.

**PRWFPA**

**CONSULTANT**

BY: \_\_\_\_\_  
Nancy Bilicich, Chair

BY: \_\_\_\_\_  
Planteria Media, Sales & Business  
Development Director

**Exhibit A**  
**SCOPE OF SERVICES**

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## WEBSITE CONTENT MANAGEMENT SYSTEM

We have developed websites for municipal organizations using open-source technologies and they have proven to be powerful, flexible and scalable. Drupal is a web based, open-source content management platform that is a great solution for PRWFPA.

As your technology partner, we are CMS agnostic. The intricacy of Drupal CMS is the inspiration that drives our functionality modules. As such, our developers have developed custom technology for Drupal that the PRWFPA can chose to incorporate with your new website. The main misconception about open source solutions is that Drupal is a template based solution. While some website design companies use templates, ALL websites designed by Planeteria are 100% custom while using a CMS as the software.

### Drupal

It provides a back-end framework for at least 2.3% of all web sites worldwide ranging from personal blogs to corporate, political, government sites and is the #1 platform for enterprise CMS's. The Drupal community is composed of more than 1.3 million members, including 109,000 users actively contributing, resulting in more than 39,000 modules that extend and customize Drupal functionality.

The platform is used for all types of websites and is one of the world-wide CMS leaders for business & municipal content management systems (CMS). It has an easy-to-use, browser based application that allows you to publish pages and blog posts, edit and manage pages, upload images, embed videos and keep your site updated.

### PRODUCT DEMONSTRATION

It is recommended that Planeteria provides a CMS product demonstration for stakeholders. We will walk your team through the usability, functionality and administration of each platform. Our CMS selection process includes: analyzing who the editors are, what site elements will be edited regularly, hands on product demonstration and historical preferences.

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## SERVICES & FUNCTIONALITY OPTIONS

We understand you need a visually attractive, interesting, dynamic, unique website that represents your unique PRWFPA. From our experience PRWFPA website will also need accessible, reliable and highly functional that can provide useful, relevant and current information. Below is a list of functionality options we have integrated for other clients. We will provide best practices for the implementation for each option below.

The tools below can also be incorporated as we see many clients request several of these options:

Graphic Design	Disaster Recovery	Online Payments
Responsive Design	Contact Us Form	Online Polling
Accessible Compliance	Department Pages	Photo Slideshows
ADA Compliance	Document Archive	Remote Login
W3C Accessible	Document Storage	RFP Posts
WCAG 2.0	E-Notifications	RSS Feeds
User Admin	E-Newsletter	Service Directory
Hosting	Emergency Alert	Single Sign-on
Google Analytics	Emergency Home Page	Social Media Integration
Admin Dashboard	Event Calendar	Social Media Posting
Auto Sitemap	Event Registration	Staff Directory
Content Expiration	Extranet	Streaming Video
Content Management	Facilities Reservation	Content Tagging
Content Preview	FAQ Tool	Page Templates
Content Scheduling	Form Creator	PDF Conversion
Hyperlinking	GIS Mapping	Spell Check
Menu Updates	HTML Code Viewing	Support Access
Online Help	iFrame Functionality	WYSIWYG Editor
Training Videos	Image Management	Workflow Approval
Directory Integration	Intranet	Content Categories
Internal Site Search	Language Translation	Login History
Apply for Permits	Mapping	User-friendly URLs
Blogging	Mega Menus	SSL Certificate
Business Directory	Mobile Design Editor	Multi Browser Support
Calendar	News Posting	DDoS Mitigation

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## ADA COMPLIANCE

The Americans with Disabilities Act (ADA) was introduced in 1990 to help the millions of Americans who live with disability. In everyday life, it ensures accessibility in public places and protects against discrimination. But did you know these requirements apply not only to public places, but cyber spaces as well?

### BENEFITS OF ADA COMPLIANCE

- It's the Law. It's better to be safe than sorry!
- Total Accessibility. Accessibility means everyone can visit your site and that content can be interpreted and consumed in various ways. It creates more visitors and an improved image for your firm or company.
- Enhanced Usability. ADA compliance also requires that website content flows in a logical manner and meets the latest coding standards. It can even improve Search Engine Optimization (SEO).

### HOW WE ACCOMPLISH COMPLIANCE

Accessibility often naturally flows from good design. This means that the PRWFPA website should be designed to deliver a great experience for all its visitors, whether or not they have a disability. Following are some principles we follow:

- Color Contrasting - design for sufficient contrast between the color of the text and the color of the background; Avoid putting a light font color on a light background;
- Fonts - use fonts that are easy to read; and make fonts larger
- Use Alt Image Text - Make sure the images on your website have descriptive alt tags. Alt tags are used by screen readers, players, and voiceovers to describe elements on a website to users.
- Analyze Site Logic Flow - make sure that forms on your site are labeled properly and make sure that form fields are in a logical tab order to make your site accessible to those who can't use a mouse
- Headings - Use headings correctly to organize the structure of your content.
- Links - Give your links unique and descriptive names. (Example: Try not to say: "Click here to read about our company"; Instead say "To learn more about our company, read About Us."
- Add captions for Video & Audio Content- Videos or Audios on your site should be close captioned so that those with hearing disabilities can follow along
- Content Management System - if you are about to build a new website, choose a content management system that supports accessibility. Common examples include Drupal and Wordpress, but there are many other options available.

### RISKS OF NON-COMPLIANCE

Whether you are a digital publisher with massive web traffic, a small local business or a municipal organization you need to be aware of ADA compliance and the risks of not complying with the law. Simply put, the PRWFPA could face a lawsuit if a person with a disability claims they cannot access your website. The result of this can range from:

- Legal fees
- Possible settlement
- Potential PR problems
- The cost of rebuilding your website

The most common non-compliance issues deal with plaintiffs with a disability not having access to content on your website, not being able to complete an ecommerce purchase and not being able to complete an online job application. ADA compliance lawsuits have been trending up for several years. In 2015 there were 57 website accessibility lawsuits. In 2016 there were 262. In 2017 there were over 432.

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## PROPOSED WORK PLAN

Here is an overview of the project in its five phase project plan. We understand timelines overlap, flexibility and we are experts at balancing and prioritizing all of your needs. Throughout the lifetime of the project, we will provide deliverables and collect feedback with regular communication and documentation. Weekly meetings will help us stay on track. *Below is a sample schedule estimate:*

### PHASE I: DISCOVERY

*apx. 1 month*

#### I. Creative Brief

Based on a comprehensive digital questionnaire, stakeholder feedback from the kick-off, RFP and written proposal we will provide a creative brief. The brief will outline and define your brand, target audience, project goals, functionality and more in the context of this project.

**Deliverables:** File of Creative Brief

#### II. Kick-Off

During our kickoff meeting, we will conduct a full site-walk-through to solicit feedback from your primary stakeholders to further analyze the needs and opportunities for your existing site. We will also review the relevant questionnaire responses, existing analytics, status of your content and any other relevant material.

**Deliverables:** Existing Site Sitemap, Analytics Review, Revised Project Plan

**Client Responsibilities:** Provide Stakeholder Feedback, Questionnaire Responses, & Other Requested Materials

#### III. Moodboard

We will create a digital document using images across a wide range of design types and elements, including typography, color schemes, layout, imagery, and functionality features, this board will serve as a reference point as we move forward with the user experience and designs.

**Deliverables:** AdobeXD Moodboard Link

**Versions:** One

**Client Responsibilities:** Timely Feedback from Stakeholders (Apx. Two Days)

#### IV. Content

Depending on the state of your content and content needs you and your team will provide us with content for the site that will influence the sitemap, page types and design of the site.

**Client Responsibility:** Gather or create content to meet the requirements; provide content in agreed upon format.



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## PHASE II: INFORMATION ARCHITECTURE

*apx. 1 month*

### I. Sitemap

Based on our findings in the discovery process we will create a final sitemap to determine the main navigation and content organization of the site.

**Deliverables:** Slickplan Sitemap Link

**Versions:** Up to Two

**Client Responsibilities:** Site Content, Timely Feedback from Stakeholders & Approval

### II. Page Types

We will determine the different page types/templates of the site that accommodate the approved sitemap, user goals, and content of the site.

**Deliverables:** Page Types List, Updated Sitemap w/ Page Types

**Number of Page Types:** Up to Four

## PHASE III: USER EXPERIENCE AND INTERACTIVE DESIGN

*apx. 1.5 months*

### I. Wireframes

Beginning with the homepage we will create a wireframe that establishes the layout, user interactions, and navigation structure of the website. We do this for all of the previously identified page types.

**Deliverable:** AdobeXD Wireframes Link

**Versions:** Up to Two (per page type)

**Client Responsibility:** Provide timely feedback

### II. Type & Color

We begin with the homepage design by providing up to three type and colors options

**Deliverable:** AdobeXD Design Link

**Versions:** Up to Two

**Client Responsibility:** Provide timely feedback

### II. All Page Design

Once the type and colors have been decided we will apply those standards to the remaining

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approved wireframed page types along with any interactivity or animation.

**Deliverables:** AdobeXD Design Link

**Versions:** Up to Two (per page type)

**Client Responsibility:** Provide timely feedback

## **PHASE IV: DEVELOPMENT**

*apx. 1.5 months*

### **I. Server & CMS Setup**

We create necessary accounts, set up GIT (version control), install plugins, create database and modify CMS based on security best practices.

### **II. Interface Customization**

Based on the site functionality, we will modify the CMS to create an intuitive administration interface. For example, we will create custom fields for content input, such as associating documents with calendar events. Preference exercises to determine website functionality. Third-party tools and API's are configured in this phase.

### **III. Implementation**

We set up the CSS and execute all page designs. Next we will upload the content provided by you (copy, images, PDF's etc.). We will identify content gaps and create a list of remaining or outstanding content gaps.

**Deliverable:** List of Content Gaps

**Client Responsibility:** Provide Missing Content

### **IV. Beta Presentation**

So that your current URLs do not lead to dead ends once the new site launches, we set up URL forwarding and input the necessary addresses. We ensure each page's content is tagged and titled appropriately for SEO. The site is linked to your Google account and tested.

**Deliverable:** Password Protected Beta Site

**Client Responsibility:** Provide Requested Feedback

## **PHASE V: QUALITY ASSURANCE, TRAINING & LAUNCH**

*apx. 1 month*

### **I. Content Migration, Data Migration & Design Review**

Unified Fire Authority will review all uploaded page content for accuracy. Minor design and content edits will be logged in our ticketing system for tracking and changing.

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**Client Responsibility:** Report Identified Minor Design and Content Changes

## **II. Browser, Mobile Testing & ADA Compliance Testing**

The site is tested in the following browsers in order to ensure the sites quality across all platforms - IE 11+ (PC), Firefox/Opera/Safari/Chrome (Mac & PC). The site is tested on popular devices such as the iPhone and Andriod to determine the retention of the sites functionality as well as the correct implementation of the mobile designs. ADA compliance testing.

**Deliverables:** Launch Ready Site.

## **III. Training**

Planeteria hosts a hands-on training where administrators interact and practice modifying content in a testing environment. We record and host screen cast tutorials explaining CMS functionality for your reference and training new employees. Training curriculum to be determined during testing and beta site phase.

**Deliverables:** Training Video & Training Video Library

## **IV. Launch, Monitoring, Support & Maintenance**

The site is live and ready for public use and viewing! For one month after launch, we carefully monitor the site and provide 24 hour support for any issues.

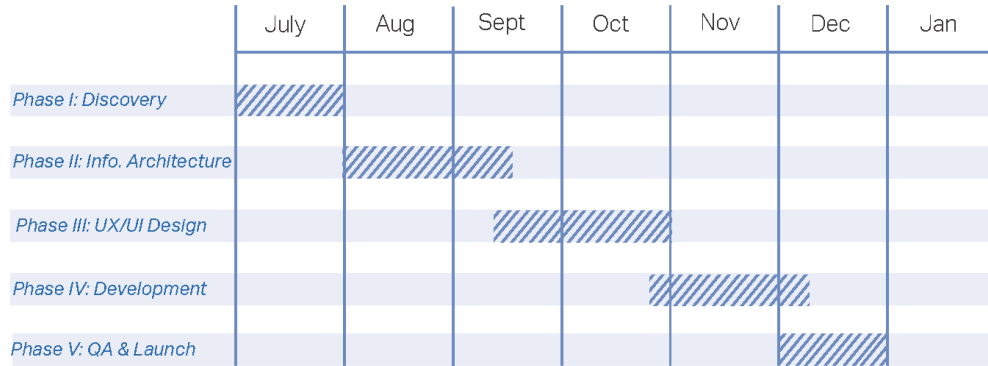
**Deliverables:** Live site and monitoring of site.

**Exhibit B**  
**SCHEDULE OF PERFORMANCE**

## ESTIMATED IMPLEMENTATION PLAN

Throughout the lifetime of the project, we will provide deliverables and collect feedback with regular communication and documentation. Weekly meetings will help us stay on track. We estimate this project will take approximately 6 months to complete. Below is a sample schedule estimate:

Client feedback is due within 2 days of receiving a deliverable. Otherwise, we will adjust the timeline accordingly.



**Exhibit C**  
**COMPENSATION**



# Proposal

Planeteria Media

Date: April 30, 2020  
Customer ID: PRWFPA

To: Pajaro River Watershed Flood Prevention Authority  
24580 Silver Cloud Court, Monterey, CA 93940  
P: 813.883.3750 E: gschmidt@ambag.org

Design Phase	Description	Hours	Rate	Line Total
1	<b>Discovery</b>	15	\$ 110.00	\$ 1,650.00
	Kickoff Meeting	10	110	1,100.00
	Questionnaire Analysis/Creative Brief	5	110	550.00
2	<b>Architecture &amp; Content Strategy</b>	15	\$ 110.00	\$ 1,650.00
	Moodboard	5	110	550.00
	Content Audit, Content Strategy: Site Map & Page Types	10	110	1,100.00
3	<b>Visual Design</b>	55	\$ 110.00	\$ 6,050.00
	Wireframes (All Page Types)	15	110	1,650.00
	Colors & Typography	10	110	1,100.00
	All Page Design Mockups	30	110	3,300.00
4	<b>Development</b>	65	\$ 110.00	\$ 7,150.00
	Theme, Plugin Customization & 3rd Party API Integration	20	110	2,200.00
	Content Creation/Migration	10	110	1,100.00
	Development, Programming & Beta Site	35	110	3,850.00
5	<b>Quality Assurance &amp; Launch</b>	30	\$ 110.00	\$ 3,300.00
	Content & Design Review	10	110	1,100.00
	Browser, ADA & Mobile Testing	5	110	550.00
	Training, Video Library Creation	10	110	1,100.00
	Launch & Monitoring	5	110	550.00
Design & Development Total (Not-to-Exceed)				\$ 19,800.00

The price quoted encompasses all scope of work as a fixed price and will not exceed the quoted amount. Terms of payment can be agreed upon selecting Planeteria as your vendor for this project. Payment terms will be communicated clearly prior to award of contract. We have several options in terms of different payment models: (1) Bench Mark Payments: When certain stages of the project are completed, agreed upon payments will be invoiced. (2) Monthly Invoicing: Invoices are sent each month based on work completed that month. (3) Half Down/Half Upon Completion (4) No-Interest Payment Plans

Payment schedules can be arranged.

**Thank you for your business!**

110 Stony Point Rd #225, Santa Rosa, CA 95401, Phone/Fax 707-843-3773 sales@planeteriamedia.com

**Exhibit D**  
**SCHEDULE FOR CALENDAR YEAR 2020**



# Pajaro River Watershed

Flood Prevention Authority

P.O. Box 2453, Seaside, CA 93955

Phone: 831.883.3750

FAX: 831.883.3755 [www.pajaroriverwatershed.org](http://www.pajaroriverwatershed.org)

## Member Agencies:

## 2020 PRWFPA Meeting Calendar

County of Monterey

County of San Benito

**February 7, 2020:**

**San Benito County Board of Supervisors Chambers**

481 Fourth Street, Hollister, CA 95023

Meeting Time: 9 am

County of Santa Clara

County of Santa Cruz

**April 3, 2020:**

**Santa Clara Valley Water District**

Board Room

5750 Almaden Expressway, San Jose, CA 95118

Meeting Time: 10 am

Monterey County Water  
Resources Agency

San Benito County  
Water District

**June 5, 2020:**

**Gilroy City Hall**

7351 Rosanna Street, Gilroy, CA 95020

Meeting Time: 9 am

Santa Clara Valley  
Water District

**September 4, 2020:**

**Watsonville Council Chambers**

275 Main Street, 4<sup>th</sup> Floor, (6<sup>th</sup> Flr. Parking),

Watsonville, CA 95077

Meeting Time: 9 am

Santa Cruz County Zone  
7 Flood Control District

**November 6, 2020:**

**Marina Library Community Room**

190 Seaside Circle, Marina, CA 93933

Meeting Time: 9 am

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### MEMORANDUM

**TO:** PRWFPA Board of Directors

**FROM:** Maura F. Twomey, Executive Coordinator

**RECOMMENDED BY:** Errol Osteraa, Director of Finance and Administration

**SUBJECT:** Draft FY 2020-2021 Budget

**MEETING DATE:** June 5, 2020

### RECOMMENDATION:

It is recommended that the Board of Directors adopt the Draft FY 2020-2021 Budget.

### BACKGROUND/DISCUSSION:

Pursuant to its by-laws, the Pajaro River Watershed Flood Prevention Authority (PRWFPA) is required to adopt a financial budget prior to June 30<sup>th</sup> each year. Throughout the year, the budget is monitored and periodic amendments may be approved by the Board. The Draft FY 2020-2021 Budget is enclosed for Board review and comments. The PRWFPA Draft Budget for FY 2020-2021 was presented at the May 19<sup>th</sup> Staff Working Group (SWG) meeting. Modifications suggested by the SWG to the Draft FY 2020-2021 Budget have been incorporated.

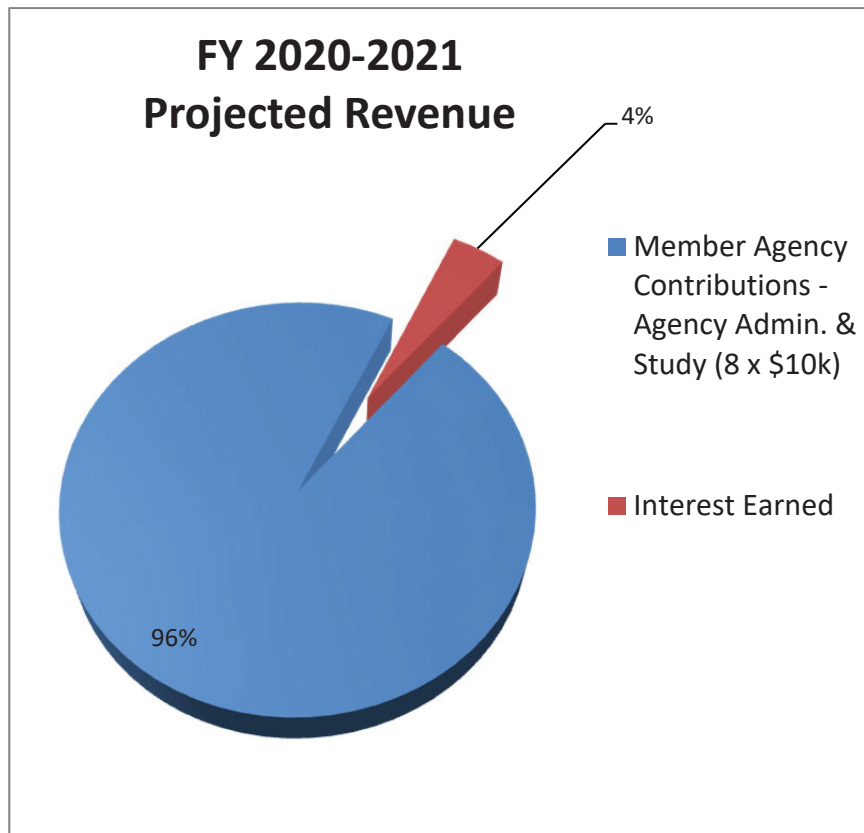
### REVENUE:

PRWFPA operations for FY 2020-2021 are funded by a combination of sources which include:

1. Member Agency Contributions - \$80,000
2. Interest Income - \$3,500
3. Transfer from Reserves as Needed- \$87,800

Revenue projected for FY 2020-2021 is \$83,500. Note from the chart below, that a majority of this consists of Member Agency Contributions.

A summary chart of projected revenue by percentage for FY 2020-2021 is provided below:



In addition to \$83,500 in anticipated revenues, PRWFPA will also fund ongoing operations with a transfer from the general reserves in the amount of \$87,800 as needed. A transfer from general reserves will assist PRWFPA with identifying new funding opportunities to fund floodplain acquisitions. There is an increase in projected revenue in comparison to FY 2019-2020 of \$700, primarily due to an increase in projected interest.

#### **EXPENDITURES:**

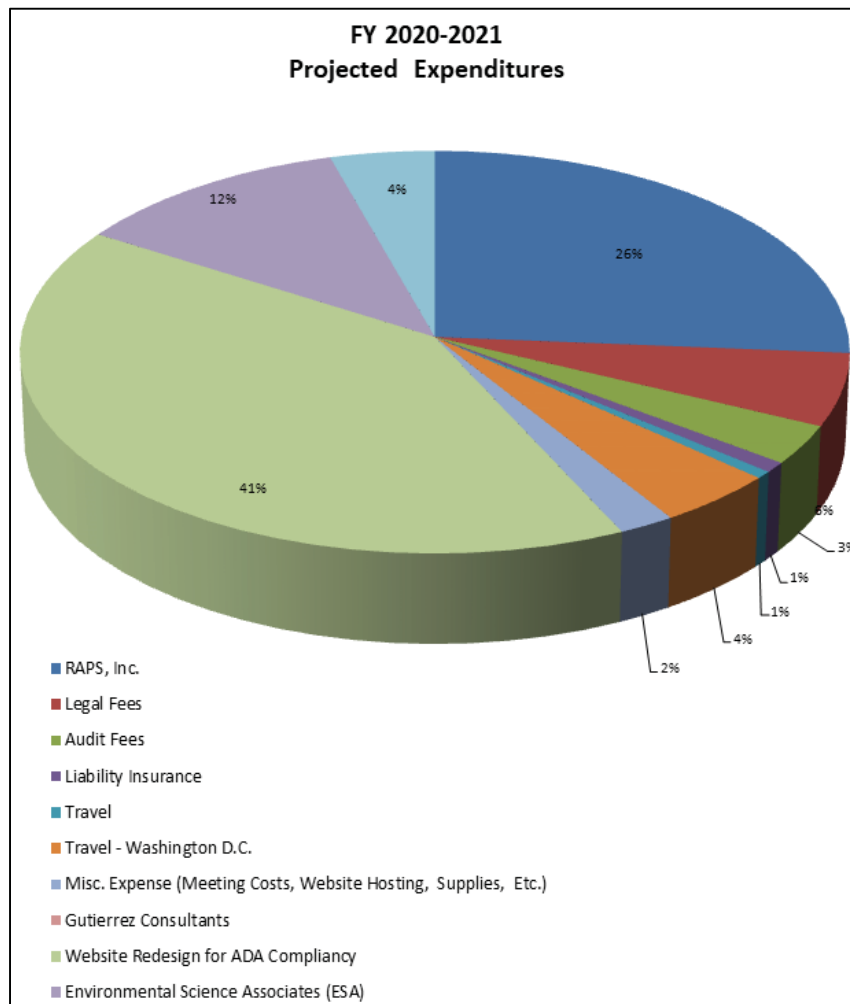
The Board of Directors of PRWFPA operates the Authority on a contract basis. All administrative and technical services are provided under contract with various agencies and firms. This methodology reduces operational costs while ensuring the efficient operation of PRWFPA. Anticipated contracts for FY 2020-2021 are as follows:

1. Atchison, Barisone & Condotti, APC - Legal Services
2. Gutierrez Consultants - Technical Assistance and Advocacy
3. To Be Determined - Audit Services

4. Regional Analysis and Planning Services, Inc. (RAPS) - General Administration, Technical, and Financial Services
5. Planeteria Media – Website Redesign for ADA Compliancy
6. Environmental Science Associates – Review of High Speed Rail Technical Data

Contracts for these services require approval by the Board of Directors. The draft budget proposes funding for these contracts in the aggregate amount of \$157,900. PRWFPA incurs other routine expenses including insurance, travel, supplies/miscellaneous expenses, and board meeting expenses which are projected to be \$13,400. Of this amount, \$7,500 in Board approved travel expenses is included to fund a possible trip to Washington, DC. Total expenditures estimated for FY 2020-2021 are \$171,300.

A summary chart of projected expenditures by percentage for FY 2020-2021 is provided below:



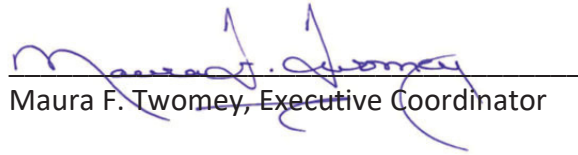
The proposed balanced budget for FY 2020-2021 is consistent with the purpose of Pajaro River Watershed Flood Prevention Authority (PRWFPA), which is to identify, evaluate, fund and implement environmentally sound flood prevention and control

strategies in the Pajaro River Watershed, on an intergovernmental, cooperative basis as required by the Pajaro River Watershed Flood Prevention Authority Act (AB807 Keeley).

**ATTACHMENT:**

1. Draft FY 2020-2021 Budget

**APPROVED BY:**



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Maura F. Twomey, Executive Coordinator

**Pajaro River Watershed Flood Prevention Authority**  
**FY 2020-2021 Budget - Attachment 1**

	FY 2019-2020 Approved 06/07/19	FY 2019-2020 Actual As Of 04/30/19	FY 2020-2021 As Proposed 06/05/20
<b>REVENUE:</b>			
Member Agency Contributions - Agency Admin. & Study (8 x \$10k)	\$ 80,000	\$ 80,000	\$ 80,000
Interest Earned	\$ 2,800	\$ 3,249	\$ 3,500
<b>Total Revenue</b>	<b>\$ 82,800</b>	<b>\$ 83,249</b>	<b>\$ 83,500</b>
Transfer from General Reserves	\$ 72,680	-	\$ 87,800
<b>Total Funding</b>	<b>\$ 155,480</b>	<b>-</b>	<b>\$ 171,300</b>
<b>EXPENDITURES:</b>			
Agency Administration			
RAPS, Inc.	\$ 45,000	\$ 27,824	\$ 45,000
Legal Fees	\$ 10,000	\$ 267	\$ 10,000
Audit Fees	\$ 5,380	\$ 5,380	\$ 5,400
Liability Insurance	\$ 1,400	\$ 1,080	\$ 1,400
Travel	\$ 2,000	\$ 339	\$ 1,000
Travel - Washington D.C.	\$ 7,500	-	\$ 7,500
Misc. Expense (Meeting Costs, Website Hosting, Supplies, Etc.)	\$ 6,700	\$ 5,223	\$ 3,500
Technical Services			
Gutierrez Consultants	\$ 70,000	\$ 30,145	\$ 70,000
Website Redesign for ADA Compliancy	\$ -	\$ -	\$ 20,000
Environmental Science Associates (ESA)	\$ 7,500	\$ -	\$ 7,500
<b>Total Expenditures</b>	<b>\$ 155,480</b>	<b>\$ 70,258</b>	<b>\$ 171,300</b>
<b>FUND BALANCE RESTRICTED (CARRY-OVER):</b>			
General Reserves	\$ 625,941	\$ 638,932	\$ 651,924
<b>Total Fund Balance</b>	<b>\$ 625,941</b>	<b>\$ 638,932</b>	<b>\$ 651,924</b>

**NOTES:**

(1) **FUND BALANCE RECONCILIATION:**

Beginning Fund Balance	\$	638,932	\$	651,924
Prior Period Adjustments	\$	-	\$	-
Excess of Revenues Over/(Under) Expenditures	\$	12,991	\$	(87,800)
Ending Fund Balance	<b>\$</b>	<b>651,924</b>	<b>\$</b>	<b>564,124</b>

- (2) The Fund Balance represents an accumulation of net income since the inception of the agency. Please note that the Agency has restricted these funds for general business use.

**Pajaro River Watershed Flood Prevention Authority**  
**FY 2020-2021 Budget - Attachment 1**

**2020-2021 CONTRACT SERVICE AMOUNTS:**

Atchison, Barisone & Condotti, APC	\$	10,000
Gutierrez Consultants	\$	70,000
Audit Firm (estimated)	\$	5,400
Regional Analysis and Planning Services, Inc. (RAPS)	\$	45,000
Planeteria Media	\$	20,000
Environmental Science Associates (ESA)	\$	7,500
Total Contracted Services	\$	<u>157,900</u>

**2020-2021 MEMBERSHIP CONTRIBUTIONS:**

• County of Monterey	\$	10,000
• County of San Benito	\$	10,000
• County of Santa Clara	\$	10,000
• County of Santa Cruz	\$	10,000
• Monterey County Water Resources Agency	\$	10,000
• San Benito County Water District	\$	10,000
• Santa Clara Valley Water District	\$	10,000
• Santa Cruz County Flood Control and Water Conservation District, Zone 7	\$	10,000
Total Dues	\$	<u>80,000</u>



The 2020 PRWFPA Board of Directors meeting locations are subject to change in light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the shelter in place directive.

## 2020 PRWFPA Meeting Calendar

<b>February 7, 2020:</b>	<b>San Benito County Board of Supervisors Chambers</b> 481 Fourth Street, Hollister, CA 95023 Meeting Time: 9 am
<b>April 3, 2020:</b>	<b>Santa Clara Valley Water District</b> Board Room 5750 Almaden Expressway, San Jose, CA 95118 Meeting Time: 10 am
<b>June 5, 2020:</b>	<b>Conference Call</b> Meeting Time: 9 am
<b>September 4, 2020:</b>	<b>Watsonville Council Chambers</b> 275 Main Street, 4 <sup>th</sup> Floor, (6 <sup>th</sup> Flr. Parking), Watsonville, CA 95077 Meeting Time: 9 am
<b>November 6, 2020:</b>	<b>Marina Library Community Room</b> 190 Seaside Circle, Marina, CA 93933 Meeting Time: 9 am

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### PRWFPA Acronym Guide

ABC Law	Atchison Barisone & Condotti
AEP	Annual Exceedance Probability
AFB	Alternate Formulation Briefing
ASA-CW	Assistant Secretary of the Army, Civil Works
cfs	Cubic feet per second
CEQA	California Environmental Quality Act
DWR	Department of Water Resources
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Environmental Science Associates
FCSA	Federal Cost Sharing Agreement
FEIS	Final Environmental Impact Statement
FRM	Flood Risk Management
FRRP	Flood Risk Reduction Project
FY	Fiscal Year
FFY	Federal Fiscal Year
GRR	General Reevaluation Report
LPP	Locally Preferred Plan
LRP	Locally Requested Plan
MCWRA	Monterey County Water Resources Agency
NED	National Economic Development
NFS	Non-Federal Sponsors
NEPA	National Environmental Policy Act
OMB	Office of Management & Budget
OSA	Santa Clara County Open Space Authority
PED	Preconstruction Engineering and Design
PDT	Project Delivery Team

PRWFPA	Pajaro River Watershed Flood Prevention Authority
RAPS, Inc.	Regional Analysis Planning Services, Inc.
RWQCB	Regional Water Quality Control Board
SBCWD	San Benito County Water District
SCVWD	Santa Clara Valley Water District
SF	San Francisco
SMART Planning	Specific, Measurable, Attainable, Risk Informed, Timely Planning
SWG	Staff Working Group
SWRCB	State Water Resources Control Board
TNC	The Nature Conservancy
TSP	Tentatively Selected Plan
USACE	U.S. Army Corps of Engineers
WRDA	Water Resources Development Act