

# 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 Varela

**DATE: June 6, 2025**  
**TIME: 9:00 AM**  
**LOCATION: Zoom Webinar**

Please click the link below to join the meeting:

<https://us06web.zoom.us/j/82366262636?pwd=6k8CjDp4hb7JBaVQSVCGafibsaUap8.1>

Or Telephone:

Dial: +16694449171

Webinar ID: 823 6626 2636

Passcode: 410009

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Persons who wish to address the PRWFPA Board of Directors on an item to be considered at this meeting are encouraged to submit comments in writing at [info@ambag.org](mailto:info@ambag.org) by 5:00 PM, Thursday, June 5, 2025. The subject line should read “Public Comment for the June 6, 2025 Board of Directors Meeting”. The agency clerk will read up to 2 minutes of any public comment submitted.

If you have any questions, please contact Ana Flores, Clerk of the Board at [aflores@ambag.org](mailto:aflores@ambag.org) or at 831-883-3750.

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## **PRWFPA Board Member(s) Meeting Remotely:**

Sylvia Arenas:	70 West Hedding Street, 10 <sup>th</sup> Floor, San Jose, CA 95110	408-299-5010
John Baillie:	346 W. Market Street, Salinas, CA 93901	831-998-8511
Nancy Bilicich:	294 Green Valley Road, Watsonville, CA 95076	831-786-2160
Glenn Church:	11140 Speegle St., Castroville, CA 95012	831-755-5022
Sonny Flores:	30 Mansfield Rd., Hollister, CA 95023	831-637-8218
Felipe Hernandez:	150 Westridge, Watsonville, CA 95076	831-737-4392
Richard Santos:	3580 Sierra Road, San Jose, CA 95132	408-630-2277
Mindy Sotelo:	481 4 <sup>th</sup> St., 1 <sup>st</sup> Floor, Hollister, CA 95023	831-636-4000
John Varela:	15685 La Bella Court, Morgan Hill, CA 95037	408-630-2277

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA**  
(A maximum of two minutes on any subject not on the agenda)
5. **ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA**
6. **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, 2025 Board of Directors Meeting**

- Ana Flores, RAPS, Inc.

Approve the minutes of the February 7, 2025 Board of Directors meeting. (Page 5)

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

- Lidia Gutierrez, Gutierrez Consultants

Approve the January 2025 - March 2025 invoices for services rendered by Gutierrez Consultants. (Page 9)

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

- Maura Twomey, RAPS, Inc.

Approve the January 2025 – April 2025 invoices for services rendered by RAPS, Inc. (Page 13)

**D. Approval of Payment to ABC Law**

- Maura Twomey, RAPS, Inc.

Approve the April 2025 invoice for services rendered by ABC Law. (Page 25)

**E. Gutierrez Consultants Contract Extension for FY 2025-2026**

- Lidia Gutierrez, Gutierrez Consultants

Approve the FY 2025-2026 contract extension with Gutierrez Consultants. (Page 29)

**F. RAPS, Inc. Contract Extension for FY 2025-2026**

- Maura Twomey, RAPS, Inc.

Approve the FY 2025-2026 contract extension with RAPS, Inc. (Page 37)

**G. ABC Law Contract Extension for FY 2025-2026**

- Maura Twomey, RAPS, Inc.

Approve the FY 2025-2026 contract extension with ABC Law. (Page 41)

**H. Draft Contract for Audit Services**

- Jessica Agee, RAPS, Inc.

Approve the draft contract for audit services with Moss, Levy & Hartzheim LLP. (Page 45)

**I. Financial Update Report**

- Jessica Agee, RAPS, Inc.

Accept the financial update report which provides an update on PRWFPA's current financial position and accompanying financial statements. (Page 59)

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

**8. ADMINISTRATION**

**A. Draft FY 2025-2026 Budget**

**Recommended Action: ADOPT**

- Maura Twomey, RAPS, Inc.

Adopt the Draft FY 2025-2026 budget. (Page 65)

**9. PLANNING**

**A. Pajaro River at Watsonville Project Update**

**Recommended Action: INFORMATION**

- Dr. Mark Strudley, PRFMA

Receive an update on the Pajaro River at Watsonville Project.

**10. OTHER BUSINESS**

**11. CLOSED SESSION**

As permitted by Government Code Section 54956 et seq. of the State of California, the Board of Directors may adjourn to Closed Session to consider specific matters.

**A. Conference with Legal Counsel – Liability Claims (Gov’t Code section 54956.9) regarding claims against the Authority:**

1. Claimant: Kurasaki – Mission Farm RV Park, Inc.

**12. RECONVENE FROM CLOSED SESSION**

**Recommended Action: REPORT**

- Chair Bilicich

Receive report from Chair Bilicich.

**13. ADJOURN**

**REFERENCE ITEMS:**

- A. 2025 Calendar of Meetings (Page 69)
- B. Acronym Guide (Page 71)

**NEXT BOARD OF DIRECTORS MEETING:**

**Date:** September 5, 2025  
**Location:** Silicon Valley Advanced Water Purification Center  
**Time:** TBD

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, 2025

**1. CALL TO ORDER**

The Board of Directors of the Pajaro River Watershed Flood Prevention Authority, Chair Bilicich presiding, convened via Zoom Webinar at 9:00 am on Friday, February 7, 2025.

**2. PLEDGE OF ALLEGIANCE**

Director Bilicich 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 Mindy Sotelo	X	
County of Santa Cruz	Supervisor Felipe Hernandez	X	
County of Monterey	Supervisor Glenn Church	X	
County of Santa Clara	Supervisor Sylvia Arenas		X
Monterey County Water Resources Agency	Director John Baillie	X	
San Benito County Water District	Director Sonny Flores	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:** Alex Hom, Moss, Levy & Hartzheim; Lidia Gutierrez, Gutierrez Consultants; Mark Strudley, Roxanne Grillo and Forrest Revere, PRFMA; David Dorcich, County of Santa Clara; Antonella Gentile, County of Santa Cruz; Bob Culbertson; CJ Miller; Elizabeth Lippa, Will Condon, Maura Twomey, and Ana Flores, Regional Analysis and Planning Services, Inc. (RAPS, Inc.).

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

There were no written or oral comments.

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

There were no comments from the Board.

**6. ELECTION OF OFFICERS**

Director Bilicich was nominated as Chair of the Authority.

Director Varela was nominated as Vice Chair of the Authority.

**Motion made by Director Hernandez to appoint Director Bilicich as Chair and Director Varela as Vice Chair of the PRWFPA. Motion passed unanimously.**

**7. PRESENTATIONS**

**A. Audited Financial Statements for Fiscal Year (FY) 2023-2024**

Alexander Hom, CPA, Moss Levy & Hartzheim, LLP, presented the draft audited financial statements for FY 2023-2024. Mr. Hom reported that the Authority received an unmodified clean opinion and there were no findings.

**8. CONSENT**

**A. Minutes of the November 1, 2024 Board of Directors Meeting**

The minutes of the November 1, 2024 Board of Directors meeting were approved.

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

The invoices for services rendered by Gutierrez Consultants from October 2024 through December 2024 were approved.

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

The invoices for services rendered by RAPS, Inc. in October 2024 through December 2024 were approved.

**D. Financial Update Report**

The financial update report was accepted.

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

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

None.

**8. PLANNING**

**A. Pajaro River Flood Risk Reduction Project Update**

Dr. Mark Strudley, PRFMA Executive Director gave an update on the Pajaro River Flood Risk Reduction Project.

**9. OTHER BUSINESS**

Director Varela invited the Board to tour the Silicon Valley Water Purification Center and hold the April 2025 Board meeting at their facility.

Maura Twomey, Executive Coordinator stated that staff would contact Valley Water and schedule the tour.

**10. ADJOURNMENT**

The meeting adjourned at 9:45 a.m.

# DRAFT PRWFPA BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD

**BOARD MEETING DATE: February 7, 2025**

Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain)				
MEMBER	PRWFPA REP	Attendance	Item 6	Item 8
County of Monterey	Glenn Church	X	Y	Y
County of San Benito	Mindy Sotelo	X	Y	Y
County of Santa Clara	Sylvia Arenas	AB	n/a	n/a
County of Santa Cruz	Felipe Hernandez	X	Y	Y
Monterey County Water Resources Agency	John Baillie	X	Y	Y
San Benito County Water District	Sonny Flores	X	Y	Y
Santa Clara Valley Water District	Richard Varela	X	Y	Y
Zone 7 Flood Control	Nancy Bilicich	X	Y	Y
<b>Associate Members (Non-Voting Members)</b>				
City of Gilroy (Associate Member)	Vacant	n/a		
City of Hollister (Associate Member)	Vacant	n/a		
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

February 13, 2025

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, 2025 through February 28, 2025. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract, Amendment 15. The invoice amount is \$1,794.00 and the balance remaining is \$65,032.00.

Sincerely,

Lidia Gutierrez  
Principal

Gutierrez Consultants  
 118 Diablo Ranch Court  
 Danville, CA 94506

# Invoice

<b>Bill To:</b>
Pajaro River Watershed FPA PO Box 2453 Seaside, CA 93955-2453

Date	Invoice No.	P.O. Number	Service Period
03/12/25	1964		1/1/25-2/28/25

Item	Description	Quantity	Rate	Amount
FPA Subtask 1.9 Partner Facilit	January 2025: Participate in January 21, 2025 SWG meeting; research Army Corps of Engineers San Benito Soap Lake Storage Feasibility Study proposal; review Prop 4 Climate Bond flood funding opportunities; review and revise Management Discussion and Analysis narrative	4.75	276.00	1,311.00
FPA Subtask 1.9 Partner Facilit	February 2025: prepare for and participate in February 7, 2025 Board of Directors meeting; prepare for and participate in February 18 SWG meeting	1.75	276.00	483.00
			<b>Total</b>	<b>\$1,794.00</b>



## Gutierrez Consultants

April 7, 2025

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, 2025 through March 31, 2025. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract, Amendment 15. The invoice amount is \$1,104.00 and the balance remaining is \$63,928.00.

Sincerely,

Lidia Gutierrez  
Principal

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.	P.O. Number	Service Period
04/07/25	1983		3/1/25-3/31/25

Item	Description	Quantity	Rate	Amount
FPA Subtask 1.9 Partner Facilit	Prepare for and participate in March 18, 20225 Staff Working Group meeting; research San Benito County and Corps Soap Lake Study; review Peninsula Open Space Trust RFP Upper Pajaro Valley Restoration Project; review PRFMA letters of support; prepare annual Form 700	4	276.00	1,104.00
			Total	\$1,104.00

# 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, 2025

Board of Directors  
Pajaro River Watershed Flood Prevention Authority

RE: Contract for Service 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, June 7, 2019, June 5, 2020, June 4, 2021, June 3, 2022, June 2, 2023, and June 24, 2024.

This letter is our billing for services rendered in the period **January 1 through January 31, 2025.** The services included work under items 1 through 9 of the 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 **April 4, 2025.**

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

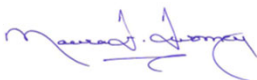
## Work Element 530 - Agency Administration

Executive Coordinator	1 hours @	\$ 303.00	\$ 303.00
Director of Finance & Administration	0 hours @	\$ 250.00	\$ -
Principal Accountant	0 hours @	\$ 185.00	\$ -
Associate Planner	0 hours @	\$ 195.00	\$ -
GIS Coordinator	0 hours @	\$ 195.00	\$ -
Clerk of the Board	7.5 hours @	\$ 198.00	\$ 1,485.00
Total	<u>8.5</u>	Subtotal	<u>\$ 1,788.00</u>

\* Rates approved by the board on 5/6/10 and modified 11/4/2011, 6/3/2016, 6/7/2019, 6/5/2020, 6/4/2021, 6/3/2022, 6/2/2023 and 6/24/2024.

Total now due: \$ 1,788.00

Sincerely,



Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
January 1 - January 31, 2025

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	1.00	303.00	303.00
Subtotal	1.00	303.00	303.00
Director of Finance & Administration			
Project 530 Admin	-	250.00	-
Subtotal	-	250.00	-
Principal Accountant			
Project 530 Admin	-	185.00	-
Subtotal	-	185.00	-
Associate Planner			
Project 530 Admin	-	195.00	-
Subtotal	-	195.00	-
GIS Coordinator			
Project 530 Admin	-	195.00	-
Subtotal	-	195.00	-
Clerk of the Board			
Project 530 Admin	7.50	198.00	1,485.00
Subtotal	7.50	198.00	1,485.00
Total	8.50		1,788.00

**Tasks Completed:**

**Executive Coordinator**

Preparation of the January 21, 2025 Staff Working Group meeting; Attendance of the January 21, 2025 Staff Working Group meeting; Preparation of the February 7, 2025 PRWFPA Board of Directors agenda

**Director of Finance Administration**

**Principal Accountant**

**GIS Coordinator**

**Associate Planner**

**Clerk of the Board**

Preparation and distribution of the January 21, 2025 Staff Working Group meeting; Attendance of the January 21, 2025 Staff Working Group meeting; Preparation and distribution of the February 7, 2025 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, 2024	\$ -	\$ 45,000.00
August, 2024	\$ 501.00	\$ 44,499.00
September, 2024	\$ 1,782.00	\$ 42,717.00
October, 2024	\$ 4,107.00	\$ 38,610.00
November, 2024	\$ 2,470.00	\$ 36,140.00
December, 2024	\$ 303.00	\$ 35,837.00
January, 2025	\$ 1,788.00	\$ 34,049.00
February, 2025	\$ -	\$ 34,049.00
March, 2025	\$ -	\$ 34,049.00
April, 2025	\$ -	\$ 34,049.00
May, 2025	\$ -	\$ 34,049.00
June, 2025	\$ -	\$ 34,049.00
<b>Subtotal</b>	<b>\$ 10,951.00</b>	<b>\$ 34,049.00</b>
Balance Available		<u>\$ 34,049.00</u>

## REGIONAL ANALYSIS PLANNING SERVICES, INC.

PO Box 2453  
Seaside, CA 93955-2453

*A non-profit corporation chartered by the Association of Monterey Bay Area Governments* (831)883-3750  
(831)883-3755

February 28, 2025

Board of Directors  
Pajaro River Watershed Flood Prevention Authority

RE: Contract for Service 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, June 7, 2019, June 5, 2020, June 4, 2021, June 3, 2022, June 2, 2023, and June 24, 2024.

This letter is our billing for services rendered in the period **February 1 through February 28, 2025.** The services included work under items 1 through 9 of the 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 **April 4, 2025.**

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

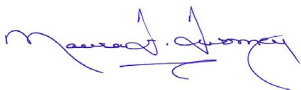
### Work Element 530 - Agency Administration

Executive Coordinator	1 hours @	\$ 303.00	\$ 303.00
Director of Finance & Administration	2 hours @	\$ 250.00	\$ 500.00
Principal Accountant	5 hours @	\$ 185.00	\$ 925.00
Associate Planner	2 hours @	\$ 195.00	\$ 390.00
GIS Coordinator	0 hours @	\$ 195.00	\$ -
Clerk of the Board	9 hours @	\$ 198.00	\$ 1,782.00
Total	<u>19</u>	Subtotal	<u>\$ 3,900.00</u>

\* Rates approved by the board on 5/6/10 and modified 11/4/2011, 6/3/2016, 6/7/2019, 6/5/2020, 6/4/2021, 6/3/2022, 6/2/2023 and 6/24/2024.

Total now due: \$ 3,900.00

Sincerely,



Maura F. Twomey  
Executive Coordinator



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

Invoice for PRWFPA  
February 1 - February 28, 2025

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	1.00	303.00	303.00
Subtotal	1.00	303.00	303.00
Director of Finance & Administration			
Project 530 Admin	2.00	250.00	500.00
Subtotal	2.00	250.00	500.00
Princial Accountant			
Project 530 Admin	5.00	185.00	925.00
Subtotal	5.00	185.00	925.00
Associate Planner			
Project 530 Admin	2.00	195.00	390.00
Subtotal	2.00	195.00	390.00
GIS Coordinator			
Project 530 Admin	-	195.00	-
Subtotal	-	195.00	-
Clerk of the Board			
Project 530 Admin	9.00	198.00	1,782.00
Subtotal	9.00	198.00	1,782.00
Total	19.00		3,900.00

**Tasks Completed:**

**Executive Coordinator**

Attendance of the February 7, 2025 PRWFPA Board of Directors meeting; Coordination and preparation of the February 18, 2025 SWG agenda; Attendance of the February 18th SWG meeting.

**Director of Finance Administration**

Preparation of Board items and agenda review.

**Principal Accountant**

Preparation of Board items and agenda review.

**GIS Coordinator**

**Associate Planner**

Attendance of the February 7, 2025 PRWFPA Board of Directors meeting and running Zoom.

**Clerk of the Board**

Attendance of the February 7, 2025 PRWFPA Board of Directors meeting; Travel to Watsonville for Chair signature on financial items; Preparation and distribution of the February 18, 2025 SWG agenda; Attendance of the February 18th 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, 2024	\$ -	\$ 45,000.00
August, 2024	\$ 501.00	\$ 44,499.00
September, 2024	\$ 1,782.00	\$ 42,717.00
October, 2024	\$ 4,107.00	\$ 38,610.00
November, 2024	\$ 2,470.00	\$ 36,140.00
December, 2024	\$ 303.00	\$ 35,837.00
January, 2025	\$ 1,788.00	\$ 34,049.00
February, 2025	\$ 3,900.00	\$ 30,149.00
March, 2025	\$ -	\$ 30,149.00
April, 2025	\$ -	\$ 30,149.00
May, 2025	\$ -	\$ 30,149.00
June, 2025	\$ -	\$ 30,149.00
<b>Subtotal</b>	<b>\$ 14,851.00</b>	<b>\$ 30,149.00</b>
Balance Available		<u>\$ 30,149.00</u>

# 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, 2025

Board of Directors  
Pajaro River Watershed Flood Prevention Authority

RE: Contract for Service 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, June 7, 2019, June 5, 2020, June 4, 2021, June 3, 2022, June 2, 2023, and **June 24, 2024.**

This letter is our billing for services rendered in the period **March 1 through March 31, 2025.** The services included work under items 1 through 9 of the 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 6, 2025.**

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

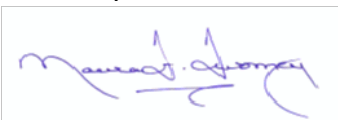
## Work Element 530 - Agency Administration

Executive Coordinator	0 hours @ \$ 303.00	\$ -
Director of Finance & Administration	0 hours @ \$ 250.00	\$ -
Principal Accountant	4 hours @ \$ 185.00	\$ 740.00
Associate Planner	0 hours @ \$ 195.00	\$ -
GIS Coordinator	0 hours @ \$ 195.00	\$ -
Clerk of the Board	7 hours @ \$ 198.00	\$ 1,386.00
Total	<u>11</u>	<u>\$ 2,126.00</u>
	Subtotal	

\* Rates approved by the board on 5/6/10 and modified 11/4/2011, 6/3/2016, 6/7/2019, 6/5/2020, 6/4/2021, 6/3/2022, 6/2/2023 and 6/24/2024.

Total now due: \$ 2,126.00

Sincerely,



Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
March 1 - March 31, 2025

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	-	303.00	-
Subtotal	-	303.00	-
Director of Finance & Administration			
Project 530 Admin	-	250.00	-
Subtotal	-	250.00	-
Principal Accountant			
Project 530 Admin	4.00	185.00	740.00
Subtotal	4.00	185.00	740.00
Associate Planner			
Project 530 Admin	-	195.00	-
Subtotal	-	195.00	-
GIS Coordinator			
Project 530 Admin	-	195.00	-
Subtotal	-	195.00	-
Clerk of the Board			
Project 530 Admin	7.00	198.00	1,386.00
Subtotal	7.00	198.00	1,386.00
Total	11.00		2,126.00

**Tasks Completed:**

**Executive Coordinator**

**Director of Finance Administration**

**Principal Accountant**

Preparation of Board items and agenda review.

**GIS Coordinator**

**Associate Planner**

**Clerk of the Board**

Preparation and distribution of the March 18, 2025 Staff Working Group agenda; Attendance of the March 18, 2025 Staff Working Group meeting; Preparation and distribution of the April 4, 2025 PRWFPA Board of Directors agenda; FPPC filer obligation; 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, 2024	\$ -	\$ 45,000.00
August, 2024	\$ 501.00	\$ 44,499.00
September, 2024	\$ 1,782.00	\$ 42,717.00
October, 2024	\$ 4,107.00	\$ 38,610.00
November, 2024	\$ 2,470.00	\$ 36,140.00
December, 2024	\$ 303.00	\$ 35,837.00
January, 2025	\$ 1,788.00	\$ 34,049.00
February, 2025	\$ 3,900.00	\$ 30,149.00
March, 2025	\$ 2,126.00	\$ 28,023.00
April, 2025	\$ -	\$ 28,023.00
May, 2025	\$ -	\$ 28,023.00
June, 2025	\$ -	\$ 28,023.00
<b>Subtotal</b>	<b>\$ 16,977.00</b>	<b>\$ 28,023.00</b>
Balance Available		<u>\$ 28,023.00</u>

# 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, 2025

Board of Directors  
Pajaro River Watershed Flood Prevention Authority

RE: Contract for Service 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, June 7, 2019, June 5, 2020, June 4, 2021, June 3, 2022, June 2, 2023, **and June 24, 2024.**

This letter is our billing for services rendered in the period **April 1 through April 30, 2025.**  
The services included work under items 1 through 9 of the 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 6, 2025.**

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

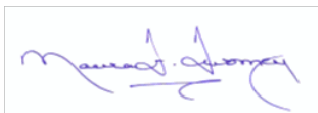
## Work Element 530 - Agency Administration

Executive Coordinator	0 hours @ \$	303.00	\$	-
Director of Finance & Administration	1 hours @ \$	250.00	\$	250.00
Principal Accountant	0 hours @ \$	185.00	\$	-
Associate Planner	0 hours @ \$	195.00	\$	-
GIS Coordinator	0 hours @ \$	195.00	\$	-
Clerk of the Board	3 hours @ \$	198.00	\$	594.00
Total	<u>4</u>	Subtotal	<u>\$</u>	<u>844.00</u>

\* Rates approved by the board on 5/6/10 and modified 11/4/2011, 6/3/2016, 6/7/2019, 6/5/2020, 6/4/2021, 6/3/2022, 6/2/2023 and 6/24/2024.

Total now due: \$ 844.00

Sincerely,



Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
April 1 - April 30, 2025

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	-	303.00	-
Subtotal	-	303.00	-
Director of Finance & Administration			
Project 530 Admin	1.00	250.00	250.00
Subtotal	1.00	250.00	250.00
Principal Accountant			
Project 530 Admin	-	185.00	-
Subtotal	-	185.00	-
Associate Planner			
Project 530 Admin	-	195.00	-
Subtotal	-	195.00	-
GIS Coordinator			
Project 530 Admin	-	195.00	-
Subtotal	-	195.00	-
Clerk of the Board			
Project 530 Admin	3.00	198.00	594.00
Subtotal	3.00	198.00	594.00
Total	4.00		844.00

**Tasks Completed:**

**Executive Coordinator**

**Director of Finance Administration**

Reviewed Board items for 4/4/25 BOD meeting.

**Principal Accountant**

**GIS Coordinator**

**Associate Planner**

**Clerk of the Board**

Cancellation of the April 2025 PRWFPA Board of Directors meeting; FPPC filer obligation; 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, 2024	\$ -	\$ 45,000.00
August, 2024	\$ 501.00	\$ 44,499.00
September, 2024	\$ 1,782.00	\$ 42,717.00
October, 2024	\$ 4,107.00	\$ 38,610.00
November, 2024	\$ 2,470.00	\$ 36,140.00
December, 2024	\$ 303.00	\$ 35,837.00
January, 2025	\$ 1,788.00	\$ 34,049.00
February, 2025	\$ 3,900.00	\$ 30,149.00
March, 2025	\$ 2,126.00	\$ 28,023.00
April, 2025	\$ 844.00	\$ 27,179.00
May, 2025	\$ -	\$ 27,179.00
June, 2025	\$ -	\$ 27,179.00
<b>Subtotal</b>	<b>\$ 17,821.00</b>	<b>\$ 27,179.00</b>
Balance Available		<u>\$ 27,179.00</u>



# Atchison Barisone & Condotti

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

May 13, 2025

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

Re:

Dear Pajaro River Watershed Flood  
Prevention Authority,

Enclosed is invoice 34775, which covers services from 4/1/2025 to 4/30/2025. This invoice, dated 5/13/2025, is for \$568.00. Your total balance, including past charges, is \$568.00. Prompt payment of your total balance is appreciated.

## Billing Summary

Total for services rendered	\$568.00
Total expenses	\$0.00
Total interest and finance charges	\$0.00
Total payments and other transactions	\$0.00
Total previous balance	\$0.00
<b>Balance Due</b>	<b>\$568.00</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: Maura Twomey  
PO Box 2453  
Seaside, CA 93955-2453

May 13, 2025

Invoice #34775

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>General</u>			
4/1/2025 APC	Rec/rev Kurasaki liability claim; email corresp. w/ M. Twomey re same; monitor follow-up email thread re same. General	0.40 355.00/hr	142.00
4/11/2025 APC	Exchange voicemails w/ M. Trautman re Kurasaki liability claim; tcw M. Trautman re same; ret/rev Willoughby file; follow-up email corresp. w/ M. Trautman re same; email corresp. w/ M. Twomey re same; email corresp. w/ B. Liddicoat re same. General	0.80 355.00/hr	284.00
4/14/2025 APC	Follow-up email corresp. w/ B. Liddicoat re attempted resolution pre-litigation. General	0.20 355.00/hr	71.00
4/16/2025 APC	Follow-up email corresp. w/ B. Liddicoat re Mission Farm RV Park liability claim. General	0.20 355.00/hr	71.00
SUBTOTAL:		[ 1.60	568.00]
For professional services rendered		1.60	\$568.00
For professional services rendered		1.60	\$568.00
Balance due			\$568.00

831 423 8383

CONFIDENTIAL & PRIVILEGED ATTORNEY-CLIENT  
COMMUNICATION

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.

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

This **Amendment No. 16** 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, 2025** (Commencement Date), and shall continue until **June 30, 2026** (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 6, 2025**.

**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, 2026.

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. This Scope of Services describes those tasks to be completed by CONSULTANT necessary for support of those activities through June 30, 2026.

Finally, there have been significant issues associated with the Army Corps of Engineers development of the Pajaro River Flood Risk Management 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 funding, design and environmental compliance. Pajaro River project sponsors have requested that the Authority maintain 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, 2026.

**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 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 is currently in construction. Pajaro River project sponsors have requested that the Authority maintain its political lobbying efforts in support of the project funding and implementation. 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, as requested.

**Deliverables:**

- Lobbying informational materials and meeting notes

## **EXHIBIT B**

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

<u>Classification</u>	<u>2025/2026 Rate</u>
Principal	\$286/hour
Associate Planner	\$210/hour
Project Assistant	\$180/hour
Project Administrator	\$124/hour
<p>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.</p>	

**DRAFT  
CONTRACT FOR SERVICES**

This **Amendment No. 27** 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, 2025** (Commencement Date), and shall continue until **June 30, 2026** (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 6, 2025**.

**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	\$214.00
Director of Finance & Administration	\$275.00
Clerk of the Board	\$202.00
Executive Coordinator	\$333.00
GIS Coordinator	\$215.00
Principal Accountant	\$204.00

Note. 1. Rates proposed are fully loaded rates including direct labor and indirect costs. Indirect Costs include: insurance, rent, utilities, office supplies, computer services, communications (telephone, postage, fax, and email), in-house printing, and administrative 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, 2025**, and shall remain in effect until **June 30, 2026**, 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 Twenty Thousand Dollars (\$20,000.00)**. 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	\$ 373.00 per hour
Associate	\$ 307.00 per hour
Paralegal	\$180.00 per hour
Legal Assistants	\$ 113.00 per hour

### MEMORANDUM

**TO:** PRWFPA Board of Directors

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

**RECOMMENDED BY:** Jessica Agee, Director of Finance & Administration

**SUBJECT:** Draft Contract for Audit Services

**MEETING DATE:** June 6, 2025

#### RECOMMENDATION:

It is recommended that the Board of Director's approve the draft contract for audit services with Moss, Levy & Hartzheim LLP.

#### BACKGROUND/DISCUSSION:

On March 21, 2025, PRWFPA issues a Request for Proposal (RFP) for Audit Services for the five-year period beginning June 2025. The RFP was advertised on the PRWFPA website, the RFP Database, and notice of the RFP was sent to 16 firms who engage in special district and local government audits.

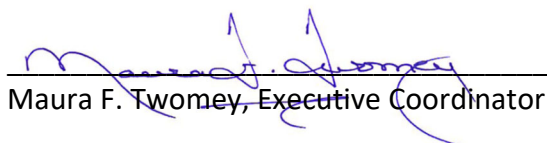
PRWFPA received only one response to the proposal. Moss, Levy and Hartzheim LLP was determined to be responsive to the RFP and proposed a cost not to exceed \$48,100 for the five-year period which was deemed reasonable.

The draft contract is attached for the Board's review and approval.

#### ATTACHMENT:

1. Draft Contract for Audit Services between PRWFPA and Moss, Levy, Hartzheim LLP

#### APPROVED BY:

  
Maura F. Twomey, Executive Coordinator

**Attachment 1**  
**CONTRACT FOR CONSULTANT SERVICES BETWEEN**  
**THE PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY**  
**AND MOSS, LEVY & HARTZHEIM LLP**

**THIS AGREEMENT**, is made and entered into this of June, 2025, by and between the Pajaro River Watershed Flood Prevention Authority, hereinafter called "**PRWFPA**," and Moss, Levy & Hartzheim LLP 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 June 30, 2025 – March 31, 2030, 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. AMERICAN DISABILITY ACT ACCESS.** Consultant's audited financial statement shall comply with the California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act.

**SECTION 5. COMPENSATION.** The consultant should email an invoice for payment for work performed to the Project Manager. Invoices for services must be presented to PRWFPA within 15 business days of the consultant's presentation of the final audited financial statement

to the PRFPRA Board of Directors. 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 noted on the attached schedule for 2025, Exhibit "D", entitled "Schedule for Calendar Year 2025".

**SECTION 6. METHOD OF PAYMENT.-** Consultant will be paid a firm fixed price based on the cost proposal upon satisfactory completion of each fiscal year audit. Consultant shall complete all tasks on or before March 31 of the subsequent year unless otherwise extended by written authorization. PRWFPA will retain Consultant for a five-year period, renewable annually. In addition, an audit engagement letter will be executed annually and will include fees as provided in EXHIBIT C. In no event shall compensation exceed the amounts provided in EXHIBIT B without prior written consent of PRWFPA. **Cost proposal is attached as EXHIBIT C.**

**SECTION 7. 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 8. 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 9. 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 10. 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. **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.

C. **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 11. 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 12. 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 13. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 93955-2453  
(831) 883-3750

### CONSULTANT

Moss, Levy & Hartzheim  
Adam Guise  
Partner  
2400 Professional Parkway, Suite 205  
Santa Maria, CA 93455  
805.925.2579

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

**PRWFPA**

**Moss, Levy & Hartzheim LLP**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Nancy Bilicich, Chair

Adam Guise, Partner

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

## **Scope of Work to be Performed**

### **Task 1: Prepared by Client List**

Prepare a Provided by Client (PBC) list which includes standard client-prepared audit schedules/documentation the firm requires from PRWFPA.

### **Task 2: Review Financial Statements**

Review the annual PRWFPA financial statements of PRWFPA.

### **Task 3: Financial Transaction Assistance**

Assist PRWFPA with any accounting issues relating to financial transactions such as investments, contracts, and other transactions.

### **Task 4: Perform Audit of PRWFPA**

Perform and audit and provide all required reports (and opinions) in accordance with provisions of auditing standards generally accepted in the United States of America and the standards applicable to financial statement audits contained in Governmental Auditing Standards issued by the Comptroller General of the United States.

### **Task 5: Controls and Procedures**

Advise and assist PRWFPA in establishing controls and procedures as may be required during the performance of the audit.

### **Task 6: Submit Evaluation of PRWFPA's Financial Statements**

Express an opinion on the fairness of presentation of PRWFPA's financial statements on their conformity with generally accepted accounting principles and auditing standards.

**Deliverable:** Contractor will submit to PRWFPA one (1) electronic copy of the draft management letter (if applicable) and draft audit report no later than December 1.

### **Task 7: Report on PRWPA's Financial Position**

Express a written opinion on the fairness of presentation of PRWFPA's financial position.

**Deliverable:** Contractor will submit to PRWFPA one electronic copy of the revised draft ((if applicable))and audit report no later than December 15.

### **Task 8: Present Results at PRWFPA Board of Director's Meeting**

Attend at least one of PRWFPA's Board of Director's meetings to present the results of the current audit and answer any questions from Board members. PRWFPA Board presentations may include the effects of implementing *Governmental Accounting Standards Board (GASB)* pronouncements.

**Deliverable:** Contractor will submit to PRWFPA one (1) electronic copy of the final audited financial statements no later than January 15 as well as one (1) unbound and fifteen (15) bound copies to present at the Board of Director's meeting no later than the Board meeting date. Consultant's final audited financial statement shall comply with the California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act.

**Task 9: Implement GASB Pronouncements**

Advise and assist PRWFPA in the implementation of new GASB pronouncements (if applicable).

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

## SCHEDULE OF PERFORMANCE

Task	Completion Date
Execute Contract	July 1, 2025
Entrance Conference	September 10, 2025
Audit Fieldwork may begin	September 10, 2025
Exit Conference with Executive Coordinator/ Director of Finance	November 13, 2025
Auditors submit draft management letter and audit report to the Executive Coordinator/Director of Finance	December 1, 2025
Auditors submit revised draft management letter and audit report to the Executive Coordinator/Director of Finance	December 15, 2025
Auditors submit to PRWFPA the final audited statements to the Executive Coordinator/Director of Finance	January 15, 2026
Auditors present the final audited financial statements To the PRWFPA Board of Directors, no later than	March 31, 2026



**Exhibit C**  
**Compensation**

**PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY**

**APPENDIX D - TOTAL MAXIMUM PRICE AND SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

			2025	2026	2027	2028	2029	Total
<b>Prepare, Audit &amp; Issue Related Reports</b>			\$ 8,280	\$ 8,900	\$ 9,570	\$ 10,290	\$ 11,060	\$ 48,100
<b>Total All-Inclusive Maximum Price</b>			\$ 8,280	\$ 8,900	\$ 9,570	\$ 10,290	\$ 11,060	\$ 48,100

	No. of Hours	Hourly Rate	2025	2026	2027	2028	2029	Total
<b>Fees:</b>								
Partner	8.00	\$ 245	\$ 1,960	\$ 2,107	\$ 2,265	\$ 2,435	\$ 2,618	\$ 11,384
Manager	24.00	\$ 195	4,680	\$ 5,031	\$ 5,408	\$ 5,814	\$ 6,250	27,183
Staff	16.00	\$ 95	1,520	\$ 1,634	\$ 1,757	\$ 1,888	\$ 2,030	8,829
Clerical	2.00	\$ 60	120	\$ 129	\$ 139	\$ 149	\$ 160	697
<b>Subtotal fees</b>	<b>50.00</b>		\$ 8,280	\$ 8,901	\$ 9,569	\$ 10,286	\$ 11,058	\$ 48,093
<b>Expenses:</b>								
Meals and lodging			N/A	N/A	N/A	N/A	N/A	-
Transporation			N/A	N/A	N/A	N/A	N/A	-
Other (specify)			N/A	N/A	N/A	N/A	N/A	-
<b>Subtotal expenses)</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total All-Inclusive (rounded)</b>			\$ 8,280	\$ 8,900	\$ 9,570	\$ 10,290	\$ 11,060	\$ 48,100

Moss, Levy & Hartzheim LLP

Name of Firm

Adam Guise, Partner

Name and Title of Authorized Representative

 5/7/25  
Signature Date

### MEMORANDUM

**TO:** PRWFPA Board of Directors

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

**RECOMMENDED BY:** Jessica Agee, Director of Finance and Administration

**SUBJECT:** Financial Update Report

**MEETING DATE:** June 6, 2025

#### 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 Board packet includes the year-to-date financial reports through April 30, 2025, as well as a budget-to-actual comparison for fiscal year (FY) 2024-2025. Amounts in the financial update report are unaudited.

The Balance Sheet reflects a cash balance of \$772,665.52. There were no accounts receivables outstanding as of April 30, 2025. The current liabilities balance is \$12,274.00. PRWFPA has sufficient current assets on hand to pay all known current obligations.

During the period of July 1, 2024 through April 30, 2025, PRWFPA incurred routine operational expenditures for contractual services. The services provided are summarized as follows:

- RAPS, Inc.: Staff Working Group (SWG) preparation and Board of Director's (BOD) agenda preparation and meeting attendance.
- Gutierrez Consultants: Work associated with Soap Lake Project, Gonzales sale, Willoughby Claim, and SWG & BOD meetings preparation and attendance.
- Atchinson Barisone & Condotti: Legal services regarding of Gonzales sale, Willoughby and Kurasaki claim.
- Planeteria Media: Maintain website.

Expenses for the period of July 1, 2024, through April 30, 2025 totaled \$33,302.31, which included professional services and other expenses.

PRWFPA's Profit and Loss Statement reflects an excess of revenue over expense of \$53,585.11 for the period July 1, 2024, through April 30, 2025.

The following table highlights key Budget to Actual financial data:

**Budget to Actual Financial Highlights For  
Period July 1, 2024 Through April 30, 2025**

<b>Expense</b>	<b>Budget April 2025</b>	<b>Actual April 2025</b>	<b>Difference</b>
Professional Services	\$ 117,658.00	\$ 30,719.40	\$ 86,938.60
Insurance	\$ 1,167.00	\$ 1,171.09	\$ (4.09)
Supplies	\$ 8,292.00	\$ 1,292.96	\$ 6,999.04
Travel	\$ 7,083.00	\$ 118.86	\$ 6,964.14
Total	<u>\$ 134,200.00</u>	<u>\$ 33,302.31</u>	<u>\$ 100,897.69</u>
<b>Revenue</b>			
State/Local Revenue *	\$ 70,833.00	\$ 86,887.42	\$ 16,054.42
* State/Local Revenue does not include \$76,040.00 which will be used from reserves as needed			


Professional Services are under budget primarily due to the timing of work provided by contractual obligation. Revenues are primarily member dues and are received at the start of the year.

The budget reflects a linear programming of funds while actual work and related expenses are contingent on a 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, 2025
2. Profit and Loss Statement: July 1, 2024 through April 30, 2025
3. Accounts Payable Aging Detail as of April 30, 2025
4. Check Register: January 1, 2025 through April 30, 2025

**APPROVED BY:**

  
 Maura F. Twomey, Executive Coordinator

**Attachment 1**  
**Pajaro River Watershed Flood Prevention Authority**  
**Balance Sheet**  
**As of April 30, 2025**

April 30, 2025

**ASSETS****Current Assets****Cash and Cash Equivalents**

Cash in Bank Checking 619,103.15

LAIF Account 153,562.37

**Total Cash and Cash Equivalents** \$ 772,665.52

**Accounts Receivable**

Accounts Receivable -

**Total Accounts Receivable** \$ -

**TOTAL ASSETS** \$ 772,665.52

**LIABILITIES & FUND BALANCE****Liabilities****Current Liabilities**

Accounts Payable 12,274.00

**Total Current Liabilities** \$ 12,274.00

**Total Liabilities** \$ 12,274.00

**Fund Balance - Unrestricted**

Fund Balance - Beginning of Fiscal Year 706,806.41

Net Income/(Loss) 53,585.11

**Total Fund Balance - Unrestricted** 760,391.52

**TOTAL LIABILITIES & FUND BALANCE** 772,665.52

**Attachment 2**  
**Pajaro River Watershed Flood Prevention Authority**  
**Profit & Loss**  
**July 1, 2024 through April 30, 2025**

	July 1, 2024 - April 30, 2025	July 1, 2024 - April 30, 2025
<b>Income</b>		
Interest		6,887.42
Member Dues		80,000.00
<b>Total Income</b>	\$	<u>86,887.42</u>
<b>Expense</b>		
Audit Expense		6,200.00
Gutierrez Consultants		6,072.00
Regional Analysis & Planning Services, Inc. (RAPS)		17,821.00
Insurance		1,171.09
Legal Services		626.40
Other Expense		
Web Hosting/Maintenance Costs	1,292.96	
Travel	118.86	
<b>Total Other Expense</b>		1,411.82
<b>Total Expense</b>	\$	<u>33,302.31</u>
<b>Net Income/(Loss)</b>	\$	<u><u>53,585.11</u></u>

**Attachment 3**  
**Pajaro River Watershed Flood Prevention Authority**  
**A/P Aging Detail**  
**As of April 30, 2025**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Due Date</b>	<b>Open Balance</b>
04/30/2025	22366	AMBAG	04/30/2025	50.00
02/28/2025	1964	Gutierrez Consultants	05/29/2025	1,794.00
03/31/2025	1168	Regional Analysis & Planning Services	05/30/2025	2,126.00
04/30/2025	34775	Atchison Barisone & Condotti	05/30/2025	568.00
03/31/2025	1983	Gutierrez Consultants	06/29/2025	1,104.00
04/30/2025	1169	Regional Analysis & Planning Services	06/29/2025	844.00
03/31/2025	22278	AMBAG	03/31/2025	50.00
01/31/2025	1166	Regional Analysis & Planning Services	04/01/2025	1,788.00
02/28/2025	1167	Regional Analysis & Planning Services	04/29/2025	3,900.00
02/28/2025	22209	AMBAG	02/28/2025	50.00
<b>Total</b>				<b><u><u>\$12,274.00</u></u></b>

Attachment 4  
Pajaro River Watershed Flood Prevention Authority  
Check Register

March 1, 2025 through April 30, 2025

Date	Num	Name	Memo	Amount
03/27/2025	988	Moss, Levy & Hartzheim	1st & 2nd Progress Billing for Audit Services to date for FY 2023-2024	6,200.00
TOTAL				<u>\$ 6,200.00</u>



### MEMORANDUM

**TO:** PRWFPA Board of Directors

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

**RECOMMENDED BY:** Jessica Agee, Director of Finance and Administration

**SUBJECT:** Draft FY 2025-2026 Budget

**MEETING DATE:** June 6, 2025

### RECOMMENDATION:

It is recommended that the Board of Directors adopt the Draft FY 2025-2026 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 2025-2026 Budget is enclosed for Board review and comments. The PRWFPA Draft Budget for FY 2025-2026 was presented at the May 20, 2025 Staff Working Group (SWG) meeting. Modifications suggested by the SWG to the Draft FY 2025-2026 Budget have been incorporated.

### REVENUE:

PRWFPA operations for FY 2025-2026 are funded by a combination of sources which include:

1. Member Agency Contributions - \$80,000
2. Interest Income - \$6,000
3. Transfer from Reserves as Needed- \$71,280

Revenue projected for FY 2025-2026 is \$86,000. Note from the chart below, that a majority of this consists of Member Agency Contributions.

In addition to \$86,000 in anticipated revenues, PRWFPA will also fund ongoing operations with a transfer from the general reserves in the amount of \$71,280 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 2024-2025 of \$1,000, 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 2025-2026 are as follows:

**2025-2026 CONTRACT SERVICE AMOUNTS:**

Atchison, Barisone & Condotti, APC	\$	20,000
Gutierrez Consultants	\$	70,000
Planeteria Media	\$	600
Moss, Levy & Hartzheim LLP	\$	8,280
Regional Analysis and Planning Services, Inc. (RAPS)	\$	45,000
Total Contracted Services	\$	<u>143,880</u>

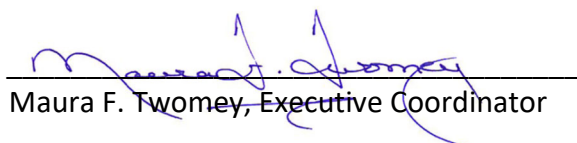
Contracts for these services require approval by the Board of Directors. The draft budget proposes funding for these contracts in the aggregate amount of \$143,880. PRWFPA incurs other routine expenses including insurance, travel, supplies/miscellaneous expenses, and board meeting expenses which are 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 2025-2026 are \$157,280.

The proposed balanced budget for FY 2025-2026 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 2025-2026 Budget

**APPROVED BY:**

  
Maura F. Twomey, Executive Coordinator

# Attachment 1

## Pajaro River Watershed Flood Prevention Authority

### FY 2025-2026 Budget

	FY 2024-2025 Approved 06/24/24	FY 2024-2025 Actual As Of 03/31/25	FY 2025-2026 Draft 06/06/25
<b>REVENUE:</b>			
Member Agency Contributions - Agency Admin. & Study (8 x \$10k)	\$ 80,000	\$ 80,000	\$ 80,000
Interest Earned	\$ 5,000	\$ 5,208	\$ 6,000
<b>Total Revenue</b>	<b>\$ 85,000</b>	<b>\$ 85,208</b>	<b>\$ 86,000</b>
Transfer from General Reserves	\$ 76,040	\$ -	\$ 71,280
<b>Total Funding</b>	<b>\$ 161,040</b>	<b>\$ -</b>	<b>\$ 157,280</b>
<b>EXPENDITURES:</b>			
Agency Administration			
RAPS, Inc.	\$ 45,000	\$ 16,977	\$ 45,000
Legal Fees	\$ 20,000	\$ 58	\$ 20,000
Audit Fees	\$ 6,190	\$ 6,200	\$ 8,280
Liability Insurance	\$ 1,400	\$ 1,171	\$ 1,400
Travel	\$ 1,000	\$ 119	\$ 1,000
Travel - Washington D.C.	\$ 7,500	\$ -	\$ 7,500
Misc. Expense (Meeting Costs, Website Hosting, Supplies, Etc.)	\$ 3,500	\$ -	\$ 3,500
Technical Services			
Gutierrez Consultants	\$ 70,000	\$ 6,072	\$ 70,000
Website Annual Maintenance	\$ 6,450	\$ 1,243	\$ 600
<b>Total Expenditures</b>	<b>\$ 161,040</b>	<b>\$ 31,840</b>	<b>\$ 157,280</b>
<b>FUND BALANCE RESTRICTED (CARRY-OVER):</b>			
General Reserves	\$ 723,353	\$ 706,806	\$ 760,175
<b>Total Fund Balance</b>	<b>\$ 677,099</b>	<b>\$ 760,175</b>	<b>\$ 706,806</b>

**NOTES:**

<b>(1) FUND BALANCE RECONCILIATION:</b>	
Beginning Fund Balance	\$ 690,497
Prior Period Adjustments	\$ -
Excess of Revenues Over/(Under) Expenditures	\$ (62,360)
Ending Fund Balance	\$ 628,137

**(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 2025-2026 Budget

2025-2026 CONTRACT SERVICE AMOUNTS:

Atchison, Barisone & Condotti, APC  
Gutierrez Consultants  
Planeteria Media  
Moss, Levy & Hartzheim LLP  
Regional Analysis and Planning Services, Inc. (RAPS)

	\$	20,000
	\$	70,000
	\$	600
	\$	8,280
	\$	45,000
Total Contracted Services	\$	143,880

2025-2026 MEMBERSHIP CONTRIBUTIONS:

- 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 Flood Control and Water Conservation District, Zone 7

	\$	10,000
	\$	10,000
	\$	10,000
	\$	10,000
	\$	10,000
	\$	10,000
	\$	10,000
	\$	10,000
Total Dues	\$	80,000

### 2025 PRWFPA Meeting Calendar

**September 5, 2025:**      **Silicon Valley Advanced Water Purification Center**  
Meeting Time: TBD

**November 7, 2025:**      **Zoom Webinar**  
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