

# **Staff Working Group Agenda**

## **Pajaro River Watershed Flood Prevention Authority**

**May 20, 2025**  
**10:00 a.m.**

### **Zoom Meeting**

<https://us06web.zoom.us/j/85358582854?pwd=gRmajFJdkhmbt4Xvi4Xz6bpIRK4CUx.1>

**Or Telephone:** US: +1 669 900 6833  
**Meeting ID:** 853 5858 2854  
**Passcode:** 995482

#### **1. Invoices**

##### **A. Gutierrez Consultants:**

Approve invoice for services rendered on:  
March 2025 (Page 3)

##### **B. RAPS, Inc.:**

Approve invoices for services rendered on:  
March 2025 and April 2025 (Page 5)

##### **C. ABC Law:**

Approve the invoice for services rendered on: April  
2024 (Page 11)

#### **2. Gutierrez Consultants Contract Extension for FY 2025-2026**

##### **• Lidia Gutierrez, Gutierrez Consultants**

Approve the draft FY 2025-2026 contract extension with Gutierrez Consultants. (Page 15)

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

##### **• Maura Twomey, RAPS, Inc.**

Approve the FY 2025-2026 contract extension with RAPS, Inc. (Page 23)

#### **4. ABC Law Contract Extension for FY 2025-2026**

##### **• Maura Twomey, RAPS, Inc.**

Approve the FY 2025-2026 contract extension with ABC Law. (Page 27)

**5. Draft FY 2025-2026 PRWFPA Budget**

- **Maura Twomey, RAPS, Inc.**

Approve the draft FY 2025-2026 PRWFPA Budget. Will be provided at the meeting.

**6. Kurasaki – Mission Farm RV Park, Inc. Claim**

- **Maura Twomey, RAPS, Inc.**

Receive a report from Maura Twomey.

**7. Contract for Audit Services for a Five-Year Period from 2025-2029**

- **Maura Twomey, RAPS, Inc.**

Receive a report from Maura Twomey. The draft contract will be provided at the meeting.

**8. Discuss Potential Grants**

- **Lidia Gutierrez, Gutierrez Consultants**

Receive an update from Lidia Gutierrez.

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

- **Mark Strudley, PRFMA**

Receive an update on the Pajaro River at Watsonville Project Update.

**10. June 2025 PRWFPA Board of Directors Agenda**

- **Maura Twomey, RAPS, Inc.**

Review the draft June 2025 Board of Directors Agenda. The agenda will be provided at the meeting.

**11. Other Items**

**12. Adjournment**

**Next Meeting:**

**BOD:** June 6, 2025, Zoom @ 9 AM

**SWG:** June 17, 2025, Zoom Meeting @ 10 AM



## 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, 2022 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

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