

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

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

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

March 2, 2007

9:00 a.m.

RECOMMENDED ACTION

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

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

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

Title: Executive Coordinator

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

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

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

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

C. Request for Proposals **DISCUSS**

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

9. CORESPONDENCE AND ANNOUNCEMENTS

A. Oral

B. Written
None

10. ADJOURN

Next Meetings:

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

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

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

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

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

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

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

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

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

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

PRWFPA

January 5, 2007

1. CALL TO ORDER

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

2. ROLL

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

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

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

None

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

None

5. ELECTION OF OFFICERS FOR 2007

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

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

6. CONSENT AGENDA

A. Minutes of the November 3, 2006 Board Meeting

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

B. Staff Working Group Meeting Notes

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

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

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

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

7. PLAN DEVELOPMENT

A. Pajaro River Watershed IRWMP Implementation Grant

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

B. Lower Pajaro River Project Report

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

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

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

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

8. ADMINISTRATION

A. FY 2005/06 Agency Audit

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

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

B. Congressional Outreach Effort

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

9. CORRESPONDENCE AND ANNOUNCEMENT

A. Oral

None

B. Written

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

10. ADJOURN

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

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

PRWFPA

February 16, 2007

1. CALL TO ORDER

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

Participating via conference call:

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

2. ROLL

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

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

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

None

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

None

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

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

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

6. PLANNING

A. Contract with Gutierrez & Associates

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

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

7. OTHER

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

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

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

8. ADJOURN

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

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REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

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

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

February 1, 2007

Board of Directors
Pajaro River Watershed Flood Prevention Authority

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

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

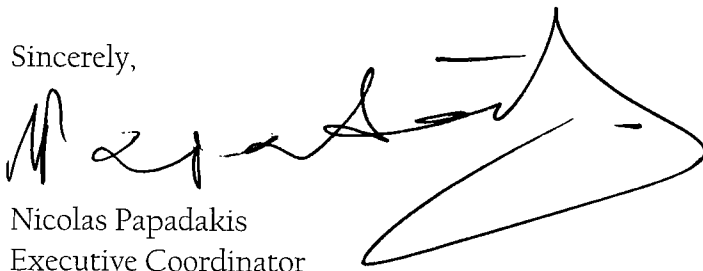
This invoice will be reviewed by the Staff Working Group, and a recommendation will be presented at the Board of Directors Meeting on March 2, 2007.

Work Element 530 - Agency Administration

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

Total now due: \$ 1,974.83

Sincerely,



Nicolas Papadakis
Executive Coordinator

Attachments

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

Invoice for PRWFPA
January 1 to January 31, 2007

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

Tasks Completed:

Executive Coordinator:

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

Associate Planner:

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

Administrative Manager:

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

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

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

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

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AGREEMENT FOR SERVICES

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

W I T N E S S E T H

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

See Attached Scope of Services for Soap Lake Preservation Project

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

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

1. SCOPE OF SERVICES

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

B. Time is of the essence in this Agreement.

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

2. COMPENSATION

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

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

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

3. OWNERSHIP OF WORK PRODUCT

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

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

4. GENERAL ADMINISTRATION AND MANAGEMENT

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

5. TERM OF AGREEMENT

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

6. SUSPENSION/TERMINATION OF AGREEMENT

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

7. ASSIGNMENT

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

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

8. ADDITIONAL SERVICES

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

9. NON-DISCRIMINATION/AFFIRMATIVE ACTION

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

10. INDEMNIFICATION/DEFEND/HOLD HARMLESS

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

11. INSURANCE/NOTIFICATION

A. CONTRACTOR shall provide proof of insurance

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

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

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing performance under this Agreement.

12. INDEPENDENT CONTRACTOR

A. CONTRACTOR is, and shall be at all times during the term of this Agreement, an independent contractor.

13. CONFLICTS OF INTEREST

A. CONTRACTOR shall at all time avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement.

14. NOTICES

A. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties)

AUTHORITY: NICOLAS PAPADAKIS, Executive Coordinator
 C/O RAPS, Inc.
 P.O. Box 809
 Marina, CA 93933-0809

CONTRACTOR: LIDIA GUTIERREZ, Principal
 Gutierrez Associates

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, CONTRACTOR or AUTHORITY, to whom it is directed; or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to CONTRACTOR or to AUTHORITY at the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

15. ATTORNEY'S FEES AND COURT VENUE

A. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

16. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

A. This document represents the entire and integrated Agreement between AUTHORITY and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.

B. Any modification or amendment to this Agreement must be in writing.

C. Neither AUTHORITY or CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

17. INTERPRETATION

A. In the event of a conflict between the provisions of this Agreement, the AGREEMENT together with its attachments shall take precedence.

18. GOVERNING LAW

A. This Agreement shall be governed by the laws of the State of California.

19. SEVERABILITY

A. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

AUTHORITY

By: _____, Don Marcus, Chair

Title: Chair, Authority Board of Directors

CONTRACTOR

By: _____

Title: _____

Scope of Services *for* Soap Lake Floodplain Preservation Project

The Pajaro River Watershed Flood Prevention Authority (FPA) has been 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 is 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 \$4.4 million dollars will be awarded to entities seeking to purchase land or easements in the Soap Lake Floodplain consistent with the floodplain requirements established by the FPA. The \$600,300 will include tasks to develop the grant program necessary to distribute the \$4.4 million to those entities seeking to purchase lands or easements in the floodplain. These tasks include grant program development, grant agreements, contracts, and MOU development, title/easement document oversight, public outreach, partner facilitation, record keeping and database management, and funding and acquisition cost research. This Scope of Services describes those tasks to be completed by Gutierrez Consultants (CONSULTANT) necessary for the implementation of the Soap Lake Preservation Project for a period of 24 months.

This Scope does not include services associated with the fiscal administration of the grant budget and coordination with the grant contracting agency, Pajaro Valley Water Management Agency. It is understood that a separate agreement will be executed for the fiscal administration of this project.

Project Background

Lower Pajaro River watershed communities have experienced costly and dangerous flooding over the years. Recent floods have caused millions of dollars in damage and are a hazard to public and private property, including residences, agriculture, highways, watercourses and environmental resources. Although efforts have been made by individual agencies in the region to protect against flooding, the recent Pajaro River Watershed Study, completed by the FPA, demonstrated that the ultimate solution to flooding will require coordination of the structural downstream Pajaro River Levee Reconstruction Project and the Soap Lake Project. The combination of these two projects will maintain current storm flow water levels downstream and is considered to be the most feasible flood protection strategy to protect the region, its population, industry and resources.

The Soap Lake Floodplain Preservation Project (Project), Phase 1, is the first phase of the long-term recommended non-structural, 100-year flood protection project developed by the FPA. The implementation of this project will enact flood protection in the Pajaro River Watershed through land preservation. The Project will preserve the current floodplain attenuation benefits provided by the Soap Lake are in the upper Pajaro River Watershed by preserving land in agriculture or open space through fee title or flood and conservation easement acquisitions. The Soap Lake Project will ultimately protect 9,100 acres of agricultural lands in the upper Pajaro River Watershed, the approximate area inundated by the 100-year flood flows. The Project would maintain the current hydrologic and hydraulic conditions at the existing project site and adjacent properties. This project does not include the construction of any structural facilities or the development of any additional storage.

The cost of the Soap Lake Floodplain Preservation Project is limited to land and easement acquisition and related activities. The approximate costs to acquire the 9,100 acres in the 100-year floodplain range from \$50 million to \$180 million, depending on land values and acquisition type. In general, easements cost from approximately 30% to 60% of fee title purchase. Approximately 1,700 acres have already been preserved and therefore 7,400 acres remain. The awarded grant funds of \$4.425 million will not complete this project, but will assist in funding the continued land and easement acquisition.

The Soap Lake Floodplain Preservation Project includes the following six implementation tasks:

- Task 1: Grant Program Administration
- ✓ Task 2: Financing Plan
- Task 3: Land / Easement Acquisition
- ✓ Task 4: Planning / Design / Engineering / Environmental Documentation

- ✓ Task 5: Construction / Implementation Plan
- Task 6: Other Tasks

Of these six tasks, three are completed. The work items described in this Scope of Services include only those in Task 1: Program Administration, Task 3: Land / Easement Acquisition, and Task 6: Other Tasks.

Task 1: Grant Program Administration

As the Grant Program Administrator, the Authority will distribute funds to eligible entities for land and easement acquisitions to implement the Soap Lake Floodplain Preservation Project.

Subtask 1.1: Development of Grant Agreement with Pajaro Valley Water Management Agency

Prior to final approval of the Department of Water Resources Grant Agreement with Pajaro Valley Water Management Agency, each grant project proponent will be required to enter into an agreement with PVWMA establishing the grant project workplan, budget, schedule, monitoring and reporting requirements. CONSULTANT shall be responsible for preparing the project information required for the grant agreement. The information shall be provided to the FPA administration and fiscal agent consultant for review and submittal to PVWMA.

In addition to the development of the Grant Agreement requirements, this subtask assumes CONSULTANT preparation for and attendance at two coordination meetings with the FPA administration consultant.

Deliverable:

- Grant Agreement Workplan, Schedule, Budget, Monitoring and Reporting Requirements

Subtask 1.2 (a): Develop Grant Guidelines

The FPA will distribute grants funds on a competitive basis to entities interested in acquiring land and easements in the Soap Lake Floodplain consistent with the FPA's objectives. CONSULTANT shall prepare Grant Guidelines. The Grant Guidelines shall define grant eligibility requirements, appropriate grantee match percentage, and proposal scoring process and criteria. The FPA Board of Directors will approve the Final Grant Guidelines.

In addition to the development of the Grant Guidelines, this subtask assumes CONSULTANT prepares for and attends four (4) Staff Working Group meetings and two (2) Board of Directors meetings.

Deliverables:

- Grant Guidelines
- Meeting Handouts and/or Presentations

Subtask 1.2 (b): Develop Request for Proposals

CONSULTANT shall prepare a Request for Proposals (RFP) to initiate Phase 1 of the Soap Lake Floodplain Preservation Grant Program. The RFP shall incorporate the guidelines and involve the development of the program timeline, proposal submittal and approval schedule, interested stakeholder and partner mailing list, and letter of interest. The FPA Board of Directors will authorize distribution of the RFP.

In addition to the development of the Request for Proposals, this subtask assumes CONSULTANT prepares for and attends two (2) Staff Working Group meetings and one (1) Board of Directors meeting.

Deliverables:

- Request for Proposals
- Meeting Handouts and/or Presentations

Subtask 1.3: Open Enrollment RFP

The RFP developed in Subtask 1.2 shall be an 'open enrollment' RFP. The purpose for this is to allow eligible applicants access to acquisition funding as soon as land becomes available. If proposal applicants meet RFP criteria, they will be eligible for funding consideration. As the program grows, the open-enrollment RFP shall be evaluated on an annual basis for necessary updates and changes to the funding program. Once RFP changes have been reviewed and approved by the Authority and other necessary entities, such as legal counsel or real estate experts, then the revised RFP will be re-released once per year. The tentative annual month of release shall be August to occur soon after the start of the state fiscal year. The release of the RFP shall be advertised in local newspapers and through mailers to the project partners and watershed stakeholders. CONSULTANT shall be the primary point of contact for interested parties and applicants and shall be responsible for fulfilling requests for information.

In addition to the development of the RFP, this subtask assumes CONSULTANT prepares for and attends six (6) Staff Working Group meetings and three (3) Board of Directors meetings.

Deliverables:

- Newspaper Advertisement
- Mailer Notifications
- Meeting Handouts and Presentations

Subtask 1.4: Review Proposals

A thorough review of all proposals will be conducted by the CONSULTANT to determine applicant eligibility. At a minimum, proposals will be reviewed for project applicability to the Soap Lake Project and compliance with the goals and objectives of the Authority, and will be evaluated for conformity with the criteria outlined in the RFP. The willingness of the landowner to sell and the demonstrated ability of the purchaser to adhere to necessary easement provisions for the preservation of the Soap Lake floodplain shall be clearly demonstrated.

A list of the proposals will be maintained for the duration of the project. A metric for proposal review shall be a final computed score and a results discussion between the applicant and the Authority.

In addition to proposal reviews, this subtask assumes CONSULTANT prepares for and attends six (6) Staff Working Group meetings and three (3) Board of Directors meetings.

Deliverables:

- List of Proposals
- Summary of Findings and Score for each Proposal
- Meeting Handouts and / or Presentations

Subtask 1.5: Grant Recipient Recommendations

CONSULTANT shall be responsible for developing grant recommendations for land and easement acquisitions in the Soap Lake floodplain shall be made on an on-going basis as proposals are received and reviewed for those components discussed in Subtask 1.3. The recommendations will be presented to the Staff Working Group for review and recommendation for FPA Board of Directors approval.

In addition to development of the Grant Recommendations, this subtask assumes CONSULTANT prepares for and attends six (6) Staff Working Group meetings and three Board of Directors meetings.

Deliverables:

- List of Grant Recipient Recommendations
- Recommendation Letters to Grantees
- Meeting Handouts and / or Presentations

Subtask 1.6: Grant Agreements Development

The FPA will be the grant contract administrator for the grants that are provided to partners. CONSULTANT shall be responsible for preparation of all draft agreements, contracts, and MOUs related to the administration of the program. The documents will be developed and submitted to the FPA for review by their general counsel.

Deliverables:

- Draft Grant Agreements, Contracts, Memoranda of Understanding

Subtask 1.7: Easement Provisions

CONSULTANT shall develop conservation easement provisions that meet the Soap Lake Floodplain Project objectives and FPA goals. These provisions shall be provided to the grantees to assist in the development of the easement documents. The easement documents shall be reviewed for each proposed acquisition to verify the appropriate conditions are in place to protect the flood attenuation benefits of the Soap Lake Floodplain and meet the FPA goals. The easement provisions shall also define the FPA's on-going role in monitoring, commenting, right-of-notification of change in ownership and proposed amendments to the easement, and successors to grantee. Easement agreements should be written to give the FPA staff the ability to inspect the property with the partner.

Deliverables:

- Easement Provisions

Subtask 1.8: Information and Public Outreach Program

It is anticipated that there will be many questions from the community as to how the project will be implemented, how the project will benefit or impact them, and how individuals can participate and get involved.

An Informational Program shall be developed to ensure that targeted landowners within the floodplain are made aware of opportunities for land preservation. CONSULTANT shall draft materials for handouts or mailings that describe the program's goals and objectives, an overview of the need for the program, a history of land acquisitions to date, a list of partners, and financial benefits / costs to the landowner including tax benefits. A list of contact information for interested parties, such as landowners, realtors, agencies, and other groups interested in the program, shall be maintained.

Meetings will be held where partners discuss the financial incentives and costs associated with land preservation. These meetings could be for stakeholder groups or one-on-one with interested landowners. If appropriate, a press release or media event may publicize acquisitions and explain the benefits to the community. This may generate more interest from other landowners within the floodplain.

The FPA website shall be updated to include information on the on-going success of the program. Also, information shall be mailed to all landowners in the area to keep them apprised of the program.

Deliverables:

- Public Information Flyers (handouts, mailings, and other applicable products as developed)
- List of Interested Parties
- Meeting Agenda, Handouts Presentations

- Press Releases
- Information for Web Postings

Subtask 1.9: Partner Facilitation

The FPA has identified interested partners and maintains on-going communications with each partner through regular meetings, conference calls and e-mail. CONSULTANT shall inform all partners of the on-going status of acquisitions, facilitate inter-agency cooperation, share strategies, work on joint projects, and monitor that the project goals are being met through acquisitions.

A Memorandum of Understanding (MOU) shall be developed to help formalize the collaboration effort. Each partner shall sign an MOU that outlines conditions and goals that the FPA hopes to accomplish. The coordination of tasks – securing additional funding, public outreach, and landowner contact – shall all be done jointly and details in the agreement shall delineate responsibilities for specific tasks. The MOU shall specify a regular meeting interval with an evaluation performed at the end of each year to assess the group's progress. Established partners who have signed an MOU may be promoted through the FPA's website. A link to their website or program information could be included.

Deliverables:

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

Task 2: Financing Plan

This task is complete and no additional services are required.

Task 3: Land / Easement Acquisition

Work items in Task 3 will be performed by Implementation Partners that receive grant funds through the Authority for the Soap Lake Floodplain Preservation Project. The Consultant role on this task is to provide oversight, guidance and support to the Partners during the acquisition process to ensure consistency with FPA objectives.

Land and easement acquisitions have begun in the Soap Lake floodplain and have been implemented by FPA Implementation Partners. Of the 9,100 acre floodplain, approximately, 1,700 acres have been protected, leaving 7,400 acres to be preserved. The FPA's collaboration with implementing partners will be crucial to the success of the program. The partners would continue their efforts in acquiring land and easements within the Soap Lake floodplain through landowner and public outreach, completing the steps needed to obtain easements, holding title to the land (in fee or easement), and providing monitoring. The partners may also help establish an agricultural mitigation bank, if deemed appropriate. All land acquisition work completed by the implementation partners for the Soap Lake Project shall involve cooperation with and oversight by the FPA. However, the responsibility for all deliverables listed for this task is borne by the implementation partner who will hold the fee title or easement title. These deliverables are not considered submittals to the State, but rather they represent the documentation necessary to complete land and easement acquisitions, and must be completed pursuant to standard real estate and legal practices to preserve Soap Lake and its natural floodplain benefits. The FPA will be proactively involved in the land acquisition process by assisting the partners whenever possible at every phase of Soap Lake floodplain acquisitions.

Implementation partners shall hold the fee title or easement title. If a partner holds the easement, the FPA may be a co-easement holder or listed as a cooperating partner with specific rights. These rights shall include notification of change in ownership, notification if the partner wishes to sell the easement or if the partner dissolves, the Authority's role in monitoring, and proposed amendments to the easement, and successors to grantee.

There are some situations where a third-party is needed to hold an easement temporarily. For example, if an

implementation partner purchases land in fee title with the intent to sell the land with an easement, a third-party would need to hold the easement temporarily (since the landowner cannot hold and sell the easement simultaneously). The American Farmland Trust has been used in this role for the Carnadero Preserve acquisition and may be considered for other acquisitions on a case-by-case basis. Other land trusts shall be considered to fill this role, if needed, throughout the term of the Soap Lake Project.

Subtask 3.1: Contacting Land Owners and Owner Outreach

Each land trust or agency has their own public outreach efforts and the FPA 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.

Subtask 3.2: Obtaining Land/Easements

The FPA has forged partnerships with cooperating land trusts to obtain conservation easements within the floodplain. With oversight from the FPA, the land trusts would be responsible for completing the steps outlined below to obtain an easement within the Soap Lake floodplain:

- **Qualified Appraisal.** A “qualified appraisal” includes: a description of the property, information on the appraiser’s qualifications, the valuation method used to determine fair market value, and a description of the fee arrangement between the appraiser and the donor. Deliverable: Parcel Appraisals
- **Funding.** The partners would be responsible for securing matching funding for transactions where they will hold the title or easement. The typical process is to apply for funding grants from government and private sources. The FPA could provide a letter of support or assist with the funding application process as described under the Role of the Authority. Some groups, such as The Conservation Fund, also can provide bridge financing for land acquisitions (fee and easement) when funding is not immediately available. Deliverable: Funding Proposals
- **Sales Agreement.** Between the time the parties come to an agreement and the time they are ready to acquire the easement, a title search must be completed, an environmental assessment may be ordered, and the grantee may need time to raise funds for the purchase. To document the parties’ commitment during this period, which often can take several months, it is wise to have a written agreement prepared and signed by the parties. This agreement can take the form of a standard real estate sales contract, in which the easement buyer makes a deposit towards the purchase price. In other instances, the preferred agreement would be a letter contract requiring the landowner to reimburse the municipality for title and other costs should the landowner subsequently withdraw from the transaction. The partner that intends to hold the easement would be responsible for preparing a sales agreement. Deliverable: Sales Agreements
- **Baseline Documentation.** An analysis of the property’s conservation values should be performed. This is an IRS requirement for landowners who intend to take a charitable tax deduction and a way for easement holders to conduct meaningful inspections in the future. The partner would prepare a report – called “baseline documentation” – that describes the condition of the property at the time the easement is placed on it and identifies the property’s important resources and any threats to those resources. Deliverable: Baseline Documentation
- **Title Search.** An entity acquiring a conservation easement should always do a title search to check for liens, encumbrances, or other problems with the property’s title. Title information furnishes the legal property description that must be included in any land transfer document. A title insurance policy is recommended for every purchased easement. Title insurance protects an easement holder from financial loss resulting from defects in the property’s title, other than defects that are listed and excluded from the title insurance policy. Some grantees obtain title insurance for donated easements as well. The cost of title insurance usually is borne by the entity acquiring the easement. The partner that intends to hold the easement would be responsible for obtaining both the title search and title insurance. Deliverables: Title Search and Title Insurance

