

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

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

PRWFPA Chair – Nancy Bilicich  
PRWFPA Vice Chair – John Baillie

**DATE: September 4, 2020**  
**TIME: 9:00 AM**  
**Meeting Via Conference Call**  
**Dial-In Number: (605) 475-4700**  
**Access Code: 203466#**

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The PRWFPA Board of Directors meeting will NOT be held at the Watsonville Civic Center Plaza Building, Council Chambers, 275 Main Street, Watsonville, CA 95076 as originally scheduled in light of Governor Newsom’s State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the shelter in place directive. The meeting will be conducted as a Conference Call. The PRWFPA Board of Directors will participate in the meeting from individual remote locations. We apologize in advance for any technical difficulties.

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

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

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

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

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

**5. CONSENT AGENDA**

**Recommended Action: APPROVE**

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

**A. Minutes of the June 5, 2020 Board of Directors Meeting**

**-Ana Flores, RAPS, Inc.**

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

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

**-Lidia Gutierrez, Gutierrez Consultants**

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

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

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

Approve the May 2020 – July 2020 invoices for services rendered by RAPS, Inc. (Page 15)

**D. Approval of ABC Law Firm Invoice**

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

Approve the July 2020 invoice for services rendered by ABC Law Firm. (Page 25)

**E. Corrected RAPS, Inc. Contract Extension for Fiscal Year 2020-2021**

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

Approve the corrected RAPS, Inc. contract extension for FY 2020-2021. (Page 27)

**F. Financial Update Report**

**-Errol Osteraa, RAPS, Inc.**

Accept the financial update report which provides an update on PRWFPA's current financial position and accompanying financial statements. (Page 33)

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

**7. ADMINISTRATION**

**A. Draft Contract for Audit Services**

**Recommended Action: APPROVE**

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

Approve the draft contract for audit services with Moss, Levy & Hartzheim LLP. (Page 39)

**8. PLANNING**

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

**Recommended Action: INFORMATION**

**-Mark Strudley, County of Santa Cruz**

Receive an update on Pajaro River Flood Risk Reduction Project.

**9. OTHER BUSINESS**

**10. ADJOURN**

**REFERENCE ITEMS:**

- A. 2020 Calendar of Meetings (Page 53)
- B. Acronym Guide (Page 55)

**NEXT BOARD OF DIRECTORS MEETING:**

The 2020 PRWFPA Board of Directors meetings locations are subject to change and may be held remotely in light of Governor Newsom’s State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the shelter in place directives.

**Date: November 6, 2020**  
**Location: TBD**  
**Time: 9:00 AM**

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. If you have a request for disability-related modification or accommodation, including auxiliary aids or services, contact Ana Flores at 831-883-3750, or by email [aflores@ambag.org](mailto:aflores@ambag.org), at least 48 hours prior to the meeting date.

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

June 5, 2020

**1. CALL TO ORDER**

The Board of Directors of the Pajaro River Watershed Flood Prevention Authority, Chair Bilicich presiding, convened via conference call at 9:01 a.m. on Friday, June 5, 2020.

**2. ROLL CALL**

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

**Others Present:** Jackie McCloud, City of Watsonville; Lidia Gutierrez, Gutierrez Consultants; Mark Strudley, County of Santa Cruz; Maura Twomey and Ana Flores, Regional Analysis and Planning Services, Inc. (RAPS, Inc.).

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

There were no written or oral comments.

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

None.

**5. CONSENT**

**A. Minutes of the February 7, 2020 Board of Directors Meeting**

The minutes of the February 7, 2020 Board of Directors meeting were approved.

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

The invoices for services rendered by Gutierrez Consultants from January 2020 – April 2020 were approved.

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

The invoices for services rendered by RAPS, Inc. from January 2020 – April 2020 were approved.

**D. Approval of ABC Law Firm Invoice**

The February 2020 ABC Law Firm invoice was approved.

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

The Gutierrez Consultants contract extension for FY 2020-2021 was approved.

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

The RAPS, Inc. contract extension for FY 2020-2021 was approved.

**G. ABC Law Contract Extension for FY 2020-2021**

The ABC Law contract extension for FY 2020-2021 was approved.

**H. Financial Update Report**

The financial update report was accepted.

**Motion made by Director Baillie, seconded by Director Botelho to approve the consent agenda.  
Motion passed unanimously.**

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

None.

**7. ADMINISTRATION**

**A. PRWFPA ADA Compliant Website Redesign Contract**

Maura Twomey, Executive Coordinator reported that the existing PRWFPA website has an outdated software platform that does not meet current posting needs and is not consistent with the current Americans with Disability Act (ADA) compliance standards. Staff has made the website as compliant as possible, however, will need a complete overhaul. To address these issues, and in consultation with the Staff Working Group, RAPS, Inc. released a Request for Proposal (RFP) for an ADA compliant website redesign. RAPS, Inc. received several responses and the Evaluation Committee concluded that Planeteria Media was the most qualified to complete the work and recommended that they be awarded the contract not to exceed \$20,000. Brief discussion followed.

**Motion made by Director Phillips, seconded by Director Bettencourt to approve the contract with Planeteria Media for the PRWFPA ADA Compliant Website Redesign for an amount not to exceed \$20,000. Motion passed unanimously.**

**B. Draft FY 2020-2021 Budget**

Maura Twomey, Executive Coordinator presented the draft FY 2020-2021 budget. The anticipated revenue for FY 2020-2021 is 1) \$80,000 from member agency contributions and 2) \$3,500 from interest. An additional of \$87,800 will be transferred from the general reserves to fund professional services. FY 2020-2021 expenditures include 1) \$157,900 for professional services; 2) \$1,400 in liability insurance; 3) \$8,500 for travel expenses; and 4) \$3,500 in miscellaneous expenses. Brief discussion followed.

**Motion made by Director Baillie, seconded by Director Phillips to adopt the FY 2020-2021 budget. Motion passed unanimously.**

**8. PLANNING**

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

Mark Strudley, Santa Cruz County Flood Control & Water Conservation District, Zone 7 gave an update on the Pajaro River Flood Risk Reduction Project (Project). Mr. Strudley reported that the pandemic has caused unexpected changes to the strategy for implantation of the Project. It has also caused delay of the formation of the Joint Powers Agreement (JPA). Effects to the economy by the pandemic will delay going to voters to generate revenue for the Project. Prop 218 will be delayed until Spring 2021. Staff is preparing the Boards of the Monterey County Water Resources Agency (MCWRA), Board of Supervisors, and Zone 7 to adopt resolutions for subventions agreements with the State. Mr. Strudley added that the Project is moving through the CEQA process. Staff has received comments. The CEQA Plan will be developed in the Fall 2020. The design agreement will be presented at the June 22, 2020 Zone 7 Board meeting. The MCWRA will be taking the design agreement to their Board in June or July 2020.

Supervisor Phillips stated that the pandemic is having a negative impact on the Project. The State will have a deficit and they are providing a 70% match.

Mr. Strudley stated that there is potential for the Project to receive economic stimulus funds. Staff is watching closely how Congress moves forward with infrastructure stimulus. Mr. Strudley added that the bonds funding that supports the subventions agreements are legally earmarked. There is no legal way that the funds can be used for another purpose.

Supervisor Caput asked what the local match would be from the counties of Monterey and Santa Cruz.

Mr. Strudley reported that approximately \$40 - \$50 million would be funded by the non-federal sponsors. Brief discussion followed.

**9. OTHER BUSINESS**

**10. ADJOURNMENT**

The meeting adjourned at 9:39 a.m.

**DRAFT**  
**PRWFPA BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD**

**BOARD MEETING DATE: June 5, 2020**

<b>Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain)</b>					
<b>MEMBER</b>	<b>PRWFPA REP</b>	<b>Attendance</b>	<b>Item# 5</b>	<b>Item# 7.A</b>	<b>Item# 7.B</b>
County of Monterey	John Phillips	X	Y	Y	Y
County of San Benito	Anthony Botelho	X	Y	Y	Y
County of Santa Clara	Mike Wasserman	AB	Y	Y	Y
County of Santa Cruz	Greg Caput	X	n/a	n/a	n/a
Monterey County Water Resources Agency	John Baillie	X	Y	Y	Y
San Benito County Water District	Frank Bettencourt	X	Y	Y	Y
Santa Clara Valley Water District	John Varela	X	Y	Y	Y
Zone 7 Flood Control	Nancy Bilicich	X	Y	Y	Y
<b>Associate Members (Non-Voting Members)</b>					
City of Gilroy (Associate Member)	Vacant	-			
City of Hollister (Associate Member)	Vacant	-			
City of Morgan Hill (Associate Member)	Rene Spring	AB			

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





## Gutierrez Consultants

June 5, 2020

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

Dear Maura:

Attached is an invoice from Gutierrez Consultants for professional services provided from May 1, 2020 through May 31, 2020. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract. The invoice is for a total amount of \$711.00 and the balance remaining is \$38,788.32.

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.	Project	Service Period
06/04/20	1496		5/1/20-5/31/20

Item	Description	Quantity	Rate	Amount
FPA Subtask 1.9 Partner Facilit	General project support including review and edit of FY 2021 contracts; review Staff Working Group meeting materials; prepare for and participate in May 19, 2020 SWG meeting (call); review Board of Directors June 2020 meeting agenda	3	237.00	711.00
			<b>Total</b>	<b>\$711.00</b>



## Gutierrez Consultants

July 13, 2020

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

Dear Maura:

Attached is an invoice from Gutierrez Consultants for professional services provided from June 1, 2020 through June 30, 2020. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract. The invoice is for a total amount of \$6,636.00 and the balance remaining is \$32,152.32.

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.	Project	Service Period
07/13/20	1504		6/1/20-6/30/20

Item	Description	Quantity	Rate	Amount
FPA Subtask 6.1 Program Evaluat	Review High Speed Rail EIR Chapter 1 Purpose and Need Chapter, Chapter 2 Project Description, Chapter 3 Hydrology and Water Resources, Chapter 5 Environmental Justice, Section 3.11 Safety and Security; prepare for and participate in June 5, 2020 Board of Directors meeting; prepare for and participate in June 16, 2020 Staff Working Group call; prepare draft HSR EIR Comment letter; call with San Benito Ag Land Trust regarding HSR EIR and comment letter; call with Santa Cruz County regarding draft HSR EIR letter; review and revise HSR EIR Comment Letter; review Valley Water HSR EIR comment letter	28	237.00	6,636.00
			<b>Total</b>	<b>\$6,636.00</b>



## Gutierrez Consultants

August 18, 2020

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

Dear Maura:

Attached is an invoice from Gutierrez Consultants for professional services provided from July 1, 2020 through July 31, 2020. The services were provided in accordance with the Soap Lake Floodplain Preservation Project Contract. The invoice is for a total amount of \$488.00 and the balance remaining is \$69,512.00.

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.	Project	Service Period
08/18/20	1506		7/1/20-7/31/20

Item	Description	Quantity	Rate	Amount
FPA Subtask 1.8 Public Outreach	Prepare for and participate in meeting regarding new FPA Website; general coordination and project management	2	244.00	488.00
			<b>Total</b>	<b>\$488.00</b>

# 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

May 31, 2020

Board of Directors  
Pajaro River Watershed Flood Prevention Authority

RE: Contract for Services Dated July 1, 2000, and amended July 6, 2001, August 9, 2002, July 11, 2003, July 2, 2004, July 1, 2005, September 22, 2006, July 6, 2007, June 27, 2008, January 9, 2009, May 1, 2009, June 4, 2010, May 6, 2011, May 4, 2012, May 3, 2013, June 6, 2014, June 30, 2015, June 3, 2016, June 30, 2017, June 1, 2018, **and June 7, 2019.**

This letter is our billing for services rendered in the period **May 1 through May 31, 2020.** The services included work under items 1 through 9 of Exhibit A of the referenced contract. The following breakdown of charges is summarized in accordance with Exhibit B of the referenced contract. Data is from the official time records under Work Element No. 530.

This invoice will be reviewed by the Staff Working Group, and a recommendation will be presented at the Board of Directors Meeting on **September 4, 2020.**

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

## Work Element 530 - Agency Administration

Executive Coordinator	2 hours @	\$ 242.00	\$ 484.00
Director of Finance & Administration	3 hours @	\$ 196.00	\$ 588.00
Principal Accountant	2 hours @	\$ 120.00	\$ 240.00
Associate Planner	7 hours @	\$ 121.00	\$ 847.00
GIS Coordinator	20.5 hours @	\$ 154.00	\$ 3,157.00
Senior Executive Assistant	11.5 hours @	\$ 121.00	\$ 1,391.50
Total	<u>46</u>	Subtotal	<u>\$ 6,707.50</u>

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

Total now due: \$ 6,707.50

Sincerely,

Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
May 1 - May 31, 2020

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	2.00	242.00	484.00
Subtotal	<u>2.00</u>	<u>242.00</u>	<u>484.00</u>
Director of Finance & Administration			
Project 530 Admin	3.00	196.00	588.00
Subtotal	<u>3.00</u>	<u>196.00</u>	<u>588.00</u>
Principal Accountant			
Project 530 Admin	2.00	120.00	240.00
Subtotal	<u>2.00</u>	<u>120.00</u>	<u>240.00</u>
Associate Planner			
Project 530 Admin	7.00	121.00	847.00
Subtotal	<u>7.00</u>	<u>121.00</u>	<u>847.00</u>
GIS Coordinator			
Project 530 Admin	20.50	154.00	3,157.00
Subtotal	<u>20.50</u>	<u>154.00</u>	<u>3,157.00</u>
Senior Executive Assistant			
Project 530 Admin	11.50	121.00	1,391.50
Subtotal	<u>11.50</u>	<u>121.00</u>	<u>1,391.50</u>
Total	<u>46.00</u>		<u>6,707.50</u>

**Tasks Completed:**

**Executive Coordinator**

Coordination and preparation of the June 19, 2020 Staff Working Group agenda; Attendance of June 19, 2020 Staff Working Group meeting; Coordination and preparation of June 5, 2020 PRWFPA Board of Directors agenda; Review of PRWFPA website redesign proposals.

**Director of Finance & Administration**

Prepared financial statements, contract extensions and draft FY 2020-21 budget for 6/5/20 BOD meeting.

**GIS Coordinator**

Review and compile RFPs received for the ADA Compliant Website Redesign for PRWFPA, Sent email confirmations to all timely and responsive proposals, Sent email regarding 2 non-responsive proposals, Emailed PRWFPA Evaluation Committee panel packets and proposals, Prepared RFP material for Evaluation Committee panel, Evaluated RFP proposals received for PRWFPA ADA Compliant Website Redesign, Evaluation Committee meeting, Notice of Intent to Negotiate letter sent out to selected firm, Notices to those not selected sent out, Prepared PRWFPA June 5th Board of Directors meeting staff memo and draft contract for approval, Pajaro website postings.

**Principal Accountant**

Prepared financial statements for 06/5/20 Board of Directors meeting.

**Associate Planner**

Reviewed Evaluation Committee panel packets instructions and proposals, Evaluated RFP proposals received for PRWFPA ADA Compliant Website Redesign, Submitted scoring packets, Evaluation Committee meeting.



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

Invoice for PRWFPA  
May 1 - May 31, 2020

**Senior Executive Assistant**

Coordination with Gutierrez Consultants and ABC Law regarding FY 2020-21 contract extensions; FPPC requirements; Preparation and distribution of the June 19, 2020 Staff Working Group agenda; Attendance of the June 19, 2020 Staff Working Group meeting; Preparation and distribution of June 5, 2020 PRWFPA Board of Directors Agenda; Website update.

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

	<u>WE 530 Admin</u>	<u>Remaining</u>
Budget*	\$ 45,000.00	\$ 45,000.00
Amount Spent:		
July, 2019	\$ 1,270.50	\$ 43,729.50
August, 2019	\$ 484.00	\$ 43,245.50
September, 2019	\$ 1,331.00	\$ 41,914.50
October, 2019	\$ 1,573.00	\$ 40,341.50
November, 2019	\$ 1,611.50	\$ 38,730.00
December, 2019	\$ 11,957.00	\$ 26,773.00
January, 2020	\$ 1,089.00	\$ 25,684.00
February, 2020	\$ 3,051.50	\$ 22,632.50
March, 2020	\$ 3,036.00	\$ 19,596.50
April, 2020	\$ 2,420.00	\$ 17,176.50
May, 2020	\$ 6,707.50	\$ 10,469.00
June, 2020		\$ -
<b>Subtotal</b>	<b>\$ 34,531.00</b>	<b>\$ 10,469.00</b>
Balance Available		<u>\$ 10,469.00</u>

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

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

PO Box 2453  
Seaside, CA 93955-2453

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

June 30, 2020

Board of Directors  
Pajaro River Watershed Flood Prevention Authority

RE: Contract for Services Dated July 1, 2000, and amended July 6, 2001, August 9, 2002, July 11, 2003  
July 2, 2004, July 1, 2005, September 22, 2006, July 6, 2007, June 27, 2008, January 9, 2009, May 1, 2009, June  
4, 2010, May 6, 2011, May 4, 2012, May 3, 2013, June 6, 2014, June 30, 2015, June 3, 2016, June 30, 2017,  
June 1, 2018, **and June 7, 2019.**

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

The services included work under items 1 through 9 of Exhibit A of the referenced contract. The following  
breakdown of charges is summarized in accordance with Exhibit B of the referenced contract. Data is from  
the official time records under Work Element No. 530.

This invoice will be reviewed by the Staff Working Group, and a recommendation will be presented at the Board  
of Directors Meeting on **September 4, 2020.**

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

## Work Element 530 - Agency Administration

Executive Coordinator	1 hours @	\$ 242.00	\$	242.00
Director of Finance & Administration	0 hours @	\$ 196.00	\$	-
Principal Accountant	0 hours @	\$ 120.00	\$	-
Associate Planner	0 hours @	\$ 121.00	\$	-
GIS Coordinator	2 hours @	\$ 154.00	\$	308.00
Senior Executive Assistant	5.5 hours @	\$ 121.00	\$	665.50
Total	<u>8.5</u>	Subtotal	<u>\$</u>	<u>1,215.50</u>

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

Total now due: \$ 1,215.50

Sincerely,

Maura F. Twomey  
Executive Coordinator

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

Invoice for PRWFPA  
June 1 - June 30, 2020

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	1.00	242.00	242.00
Subtotal	<u>1.00</u>	<u>242.00</u>	<u>242.00</u>
Director of Finance & Administration			
Project 530 Admin	-	196.00	-
Subtotal	<u>-</u>	<u>196.00</u>	<u>-</u>
Principal Accountant			
Project 530 Admin	-	120.00	-
Subtotal	<u>-</u>	<u>120.00</u>	<u>-</u>
Associate Planner			
Project 530 Admin	-	121.00	-
Subtotal	<u>-</u>	<u>121.00</u>	<u>-</u>
GIS Coordinator			
Project 530 Admin	2.00	154.00	308.00
Subtotal	<u>2.00</u>	<u>154.00</u>	<u>308.00</u>
Senior Executive Assistant			
Project 530 Admin	5.50	121.00	665.50
Subtotal	<u>5.50</u>	<u>121.00</u>	<u>665.50</u>
Total	<u>8.50</u>		<u>1,215.50</u>

**Tasks Completed:**

**Executive Coordinator**

Attendance of the June 5, 2020 PRWFPA Board of Directors meeting; Preparation & coordination of the June 16, 2020 SWG agenda; Attendance of the June 16, 2020 SWG meeting.

**Director of Finance & Administration**

**GIS Coordinator**

GIS map created for review of High Speed Rail project in proximity to Soap Lake project area.

**Principal Accountant**

**Associate Planner**

**Senior Executive Assistant**

Attendance of the June 5, 2020 PRWFPA Board of Directors meeting; Travel to Watsonville for meeting with Chair Bilicich to sign approved checks and contracts from the June 5, 2020 Board of Directors meeting; Preparation & distribution of the June 16, 2020 SWG agenda; Attendance of the June 16, 2020 SWG meeting.

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

	<u>WE 530 Admin</u>	<u>Remaining</u>
Budget*	\$ 45,000.00	\$ 45,000.00
Amount Spent:		
July, 2019	\$ 1,270.50	\$ 43,729.50
August, 2019	\$ 484.00	\$ 43,245.50
September, 2019	\$ 1,331.00	\$ 41,914.50
October, 2019	\$ 1,573.00	\$ 40,341.50
November, 2019	\$ 1,611.50	\$ 38,730.00
December, 2019	\$ 11,957.00	\$ 26,773.00
January, 2020	\$ 1,089.00	\$ 25,684.00
February, 2020	\$ 3,051.50	\$ 22,632.50
March, 2020	\$ 3,036.00	\$ 19,596.50
April, 2020	\$ 2,420.00	\$ 17,176.50
May, 2020	\$ 6,707.50	\$ 10,469.00
June, 2020	\$ 1,215.50	\$ 9,253.50
<b>Subtotal</b>	<b>\$ 35,746.50</b>	<b>\$ 9,253.50</b>
Balance Available		<u>\$ 9,253.50</u>

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

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

PO Box 2453  
Seaside, CA 93955-2453

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

July 31, 2020

Board of Directors  
Pajaro River Watershed Flood Prevention Authority

RE: Contract for Services Dated July 1, 2000, and amended July 6, 2001, August 9, 2002, July 11, 2003, July 2, 2004, July 1, 2005, September 22, 2006, July 6, 2007, June 27, 2008, January 9, 2009, May 1, 2009, June 4, 2010, May 6, 2011, May 4, 2012, May 3, 2013, June 6, 2014, June 30, 2015, June 3, 2016, June 30, 2017, June 1, 2018, June 7, 2020, **and June 5, 2020.**

This letter is our billing for services rendered in the period **July 1 through July 31, 2020.** The services included work under items 1 through 9 of Exhibit A of the referenced contract. The following breakdown of charges is summarized in accordance with Exhibit B of the referenced contract. Data is from the official time records under Work Element No. 530.

This invoice will be reviewed by the Staff Working Group, and a recommendation will be presented at the Board of Directors Meeting on **September 4, 2020**

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

## Work Element 530 - Agency Administration

Executive Coordinator	0 hours @ \$ 242.00	\$ -
Director of Finance & Administration	0 hours @ \$ 196.00	\$ -
Principal Accountant	0 hours @ \$ 120.00	\$ -
Associate Planner	0 hours @ \$ 121.00	\$ -
GIS Coordinator	4 hours @ \$ 154.00	\$ 616.00
Senior Executive Assistant	3.5 hours @ \$ 121.00	\$ 423.50
Total	<u>7.5</u>	<u>\$ 1,039.50</u>

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

Total now due: \$ 1,039.50

Sincerely,

Maura F. Twomey  
Executive Coordinator

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

Position Title	Total Hours	Billing Rate	Total Cost
Executive Coordinator			
Project 530 Admin	-	242.00	-
Subtotal	-	242.00	-
Director of Finance & Administration			
Project 530 Admin	-	196.00	-
Subtotal	-	196.00	-
Principal Accountant			
Project 530 Admin	-	120.00	-
Subtotal	-	120.00	-
Associate Planner			
Project 530 Admin	-	121.00	-
Subtotal	-	121.00	-
GIS Coordinator			
Project 530 Admin	4.00	154.00	616.00
Subtotal	4.00	154.00	616.00
Senior Executive Assistant			
Project 530 Admin	3.50	121.00	423.50
Subtotal	3.50	121.00	423.50
Total	7.50		1,039.50

**Tasks Completed:**

**Executive Coordinator**

**Director of Finance & Administration**

**GIS Coordinator**

Internal staff call for PRWFPA ADA Compliant Website Redesign, Kickoff meeting with consultant Planeteria for PRWFPA ADA Compliant Website Redesign, PRWFPA website project scheduling, and PRWFPA website postings for Errol regrading RFP for Audit.

**Principal Accountant**

**Associate Planner**

**Senior Executive Assistant**

PRWFPA Website Redesign planning meetings on July 10, 2020, July 13, 2020 and July 14, 2020.

# REGIONAL ANALYSIS PLANNING SERVICES, INC.

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

	WE 530 Admin	Remaining
Budget*	\$ 45,000.00	\$ 45,000.00
Amount Spent:		
July, 2020	\$ 1,039.50	\$ 43,960.50
August, 2020	\$ -	\$ -
September, 2020	\$ -	\$ -
October, 2020	\$ -	\$ -
November, 2020	\$ -	\$ -
December, 2020	\$ -	\$ -
January, 2021	\$ -	\$ -
February, 2021	\$ -	\$ -
March, 2021	\$ -	\$ -
April, 2021	\$ -	\$ -
May, 2021	\$ -	\$ -
June, 2021	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 1,039.50</b>	<b>\$ 43,960.50</b>
Balance Available		\$ 43,960.50

\* Approved by the board on 06/05/20.



# Atchison Barisone & Condotti

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

August 11, 2020

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

Re:

Dear Pajaro River Watershed Flood  
Prevention Authority,

Enclosed is invoice 2748, which covers services from 7/1/2020 to 7/31/2020. This invoice, dated 8/11/2020, is for \$0.00. Your total balance, including past charges, is \$59.40. Prompt payment of your total balance is appreciated.

## Billing Summary

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

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

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

Sincerely,  
Jennifer Quek

**Atchison Barisone & Condotti**

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

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

August 11, 2020

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

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

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

## MEMORANDUM

**TO:** PRWFPA Board of Directors

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

**SUBJECT:** Corrected RAPS, Inc. Contract Extension for Fiscal Year 2020-2021

**MEETING DATE:** September 4, 2020

### RECOMMENDATION:

It is recommended that the Board of Directors approve the corrected RAPS, Inc. Contract Extension for Fiscal Year 2020-2021.

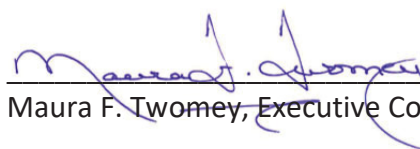
### BACKGROUND/DISCUSSION:

At the June 5, 2020 meeting, the PRWFPA Board of Directors approved the RAPS, Inc. Contract Extension for Fiscal Year 2020-2021. Exhibit of the Contract Extension included an incorrect rate for the GIS Coordinator. The rate included in the Contract Extension is \$154 per hour. The correct rate for the GIS Coordinator is \$186 per hour. Approval of the corrected RAPS, Inc. Contract Extension for Fiscal Year 2020-2021 will address this error.

### ATTACHMENTS:

1. Corrected RAPS, Inc. Contract Extension for Fiscal Year 2020-2021

### APPROVED BY:

  
Maura F. Twomey, Executive Coordinator

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**Attachment 1**  
**DRAFT CONTRACT FOR SERVICES**

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

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

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

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

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

\_\_\_\_\_  
Date

**PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY**

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

\_\_\_\_\_  
Date

**Approved as to Form**

---

Signature  
Anthony Condotti  
Attorney at Law

---

Date

## **EXHIBIT A**

### **Scope of Services**

#### AGENCY ADMINISTRATION

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

**EXHIBIT B**

	<u>HOURLY RATES</u> (Approved 6/5/2020)	<u>CORRECTED RATE</u>
Associate Planner	<b>\$121.00</b>	
Director of Finance & Administration	<b>\$196.00</b>	
Senior Executive Assistant	<b>\$121.00</b>	
Executive Coordinator	<b>\$242.00</b>	
GIS Coordinator	<b>\$154.00</b>	<b>\$186.00</b>
Principal Accountant	<b>\$120.00</b>	

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

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



## MEMORANDUM

**TO:** PRWFPA Board of Directors

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

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

**SUBJECT:** Financial Update Report

**MEETING DATE:** September 4, 2020

### RECOMMENDATION:

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

### BACKGROUND/DISCUSSION:

Regional Analysis & Planning Services, Inc. (RAPS) provides contract staffing services to the Pajaro River Watershed Flood Prevention Authority (PRWFPA). The contract includes administrative and financial services for the Board as well as the Staff Working Group (SWG). The monthly financial reporting, budget preparation and audit assistance fall within RAPS, Inc. duties. The Board packet includes the year-to-date financial reports through July 31, 2020 as well as a budget-to-actual comparison for fiscal year (FY) 2020-2021. Amounts in the financial update report are unaudited.

The Balance Sheet reflects a cash balance of \$699,084.55. The accounts receivables balance is \$20,000.00 as of July 31, 2020.

The current liabilities balance is \$16,856.90. PRWFPA has sufficient current assets on hand to pay all known current obligations.

During the period of July 1, 2020 through July 31, 2020, PRWFPA incurred routine operational expenditures for contractual services. The services provided are summarized as follows:

- RAPS, Inc.: Website 508 ADA Compliance related work.
- Gutierrez Consultants: Participation in Website re-design meeting.

Expenses for the period of July 1, 2020 through July 31, 2020 totaled \$1,538.40, which included professional services, and other expenses.

PRWFPA's Profit and Loss Statement reflects an excess of revenue over expense of \$78,867.20 for the period July 1, 2020 through July 31, 2020.

The following table highlights key Budget to Actual financial data:

**Budget to Actual Financial Highlights For  
Period July 1, 2020 Through July 31, 2020**

<b>Expense</b>	<b>Budget July 2020</b>	<b>Actual July 2020</b>	<b>Difference</b>
Professional Services	\$ 13,158.00	\$ 1,527.50	\$ 11,630.50
Insurance	\$ 117.00	\$ -	\$ 117.00
Supplies	\$ 292.00	\$ 10.90	\$ 281.10
Travel	\$ 708.00	\$ -	\$ 708.00
Total	<u>\$ 14,275.00</u>	<u>\$ 1,538.40</u>	<u>\$ 12,736.60</u>
<b>Revenue</b>			
State/Local Revenue *	\$ 6,958.00	\$ 80,505.60	\$ 73,547.60
* State/Local Revenue does not include \$87,800.00 which will be used from reserves			

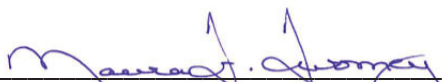
Professional Services are under budget primarily due to the timing of work provided by contractual obligation.

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

**ATTACHMENTS:**

1. Balance Sheet as of July 31, 2020
2. Profit and Loss Statement: July 1, 2020 through July 31, 2020
3. Accounts Payable Aging Detail as of July 31, 2020
4. Accounts Receivable Aging Detail as of July 31, 2020

**APPROVED BY:**

  
 \_\_\_\_\_  
 Maura F. Twomey, Executive Coordinator

Pajaro River Watershed Flood Prevention Authority

Balance Sheet - Attachment 1

As of July 31, 2020

	<u>July 31, 2020</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Cash and Cash Equivalents</b>	
Cash in Bank Checking	561,205.48
LAIF Account	137,879.07
<b>Total Cash and Cash Equivalents</b>	<u>\$ 699,084.55</u>
<b>Accounts Receivable</b>	
Accounts Receivable	20,000.00
<b>Total Accounts Receivable</b>	<u>\$ 20,000.00</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 719,084.55</u></u>
<b>LIABILITIES &amp; FUND BALANCE</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	16,856.90
<b>Total Current Liabilities</b>	<u>\$ 16,856.90</u>
<b>Total Liabilities</b>	<u>\$ 16,856.90</u>
<b>Fund Balance - Unrestricted</b>	
Fund Balance - Beginning of Fiscal Year	623,260.45
Net Income/(Loss)	78,967.20
<b>Total Fund Balance - Unrestricted</b>	<u>702,227.65</u>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<u><u>719,084.55</u></u>

Pajaro River Watershed Flood Prevention Authority

Profit & Loss - Attachment 2

July 1, 2019 through July 31, 2020

	<u>July 1, 2020 - July 31, 2020</u>	
<b>Income</b>		
Interest		505.60
Member Dues		80,000.00
<b>Total Income</b>	<b>\$</b>	<b>80,505.60</b>
<b>Expense</b>		
Gutierrez Consultants		488.00
Regional Analysis & Planning Services, Inc. (RAPS)		1,039.50
Other Expense		
Meetings/Supplies/Other	10.90	
<b>Total Other Expense</b>		<b>10.90</b>
<b>Total Expense</b>	<b>\$</b>	<b>1,538.40</b>
<b>Net Income/(Loss)</b>	<b>\$</b>	<b>78,967.20</b>

Pajaro River Watershed Flood Prevention Authority

A/P Aging Detail - Attachment 3

As of July 31, 2020

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Due Date</b>	<b>Open Balance</b>
05/31/2020	1496	Gutierrez Consultants	08/29/2020	711.00
06/30/2020	1048	Regional Analysis & Planning Services	08/29/2020	1,215.50
06/30/2020	1504	Gutierrez Consultants	09/28/2020	6,636.00
07/31/2020	1049	Regional Analysis & Planning Services	09/29/2020	1,039.50
07/31/2020	150	Gutierrez Consultants	10/29/2020	488.00
05/31/2020	1045	Regional Analysis & Planning Services	07/30/2020	6,707.50
06/30/2020	33512	Atchison Barisone & Condotti	07/30/2020	59.40
<b>Total</b>				<b><u><u>\$16,856.90</u></u></b>

**Pajaro River Watershed Flood Prevention Authority**

**A/R Aging Detail - Attachment 4**

As of July 31, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Open Balance</u>	<u>Paid</u>
07/01/2020	204	County of Santa Clara	07/01/2020	10,000.00	<b>PAID</b>
07/01/2020	207	San Benito County Water District	07/01/2020	10,000.00	
<b>TOTAL</b>				<b><u>\$ 20,000.00</u></b>	

**PAID** = Reflects payments received subsequent to July 31, 2020.

## MEMORANDUM

**To:** PRWFPA Board of Directors

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

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

**SUBJECT:** Draft Contract for Audit Services

**MEETING DATE:** September 4, 2020

### RECOMMENDATION:

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

### BACKGROUND/DISCUSSION:

On July 8, 2020, PRWFPA issued a Request for Proposal (RFP) for Audit Services for the five-year period beginning September 2020. The RFP was advertised on the PRWFPA website and notice of the RFP was sent to 28 accounting firms who engage in special district and local government audits.

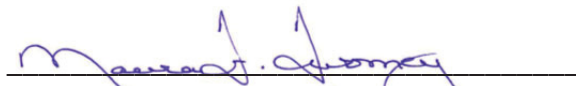
PRWFPA received only one response to the proposal. Moss, Levy & Hartzheim, LLP was determined to be responsive to the RFP and provided a dollar bid of \$28,915 for the five-year period. The dollar bid was \$1,085 less than the Independent Cost Estimate developed by staff.

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

### ATTACHMENT:

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

### APPROVED BY:

  
Maura F. Twomey, Executive Coordinator

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## 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, 2020, 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 September 10, 2020 – June 30, 2025, 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.

**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 B. In no event shall compensation exceed the amounts provided in EXHIBIT B without prior written consent of PRWFPA. **Cost proposal is attached as EXHIBIT B.**

**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**

Ronald A. Levy, CPA  
Partner, Moss, Levy & Hartzheim LLP  
2400 Professional Parkway, Suite 205  
Santa Maria, CA 93455  
(805) 925-2147

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

**PRWFPA**

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

**CONSULTANT**

BY: \_\_\_\_\_  
Ronald A. Levy, CPA, Partner

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

## SCOPE OF SERVICES

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

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

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

Review the annual 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 PRWPFA'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 March 31. 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.



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

## SCHEDULE OF PERFORMANCE

<b>Task</b>	<b>Completion Date</b>
Entrance Conference	September 10, 2020
Audit Fieldwork may begin	September 10, 2020
Exit Conference with Executive Coordinator/Director of Finance	November 13, 2020
Auditors submit draft management letter and audit report to the Executive Coordinator/Director of Finance	December 1, 2020
Auditors submit revised draft management letter and audit report to the Executive Coordinator/Director of Finance	December 15, 2020
Auditors submit to PRWFPA the final audited statements to the Executive Coordinator/Director of Finance	January 15, 2021
Auditors present the final audited financial statements to the PRWFPA Board of Directors, no later than	March 31, 2021

**Exhibit C**  
**COMPENSATION**

# COMPENSATION

Original Scanned Image Provided by Moss, Levy & Hartzheim LLP:


**PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY**  
**TOTAL MAXIMUM PRICE AND SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**  
**FOR THE FISCAL YEAR ENDING JUNE 30**

	2020	2021	2022	2023	2024	Total
Prepare, Audit & Issue Related Reports	\$ 5,390	\$ 5,580	\$ 5,775	\$ 5,980	\$ 6,190	\$ 28,915
<b>Total All-Inclusive Maximum Price</b>	<b>\$ 5,390</b>	<b>\$ 5,580</b>	<b>\$ 5,775</b>	<b>\$ 5,980</b>	<b>\$ 6,190</b>	<b>\$ 28,915</b>

	No. of Hours	Hourly Rate	2020	2021	2022	2023	2024	Total
<b>Fees:</b>								
Partner	6	145	\$ 870	\$ 900	\$ 932	\$ 965	\$ 998	\$ 4,665
Manager	7	125	\$ 875	\$ 906	\$ 937	\$ 970	\$ 1,005	\$ 4,693
Supervisory staff	21	105	\$ 2,205	\$ 2,282	\$ 2,362	\$ 2,445	\$ 2,531	\$ 11,825
Staff	14	85	\$ 1,190	\$ 1,232	\$ 1,275	\$ 1,320	\$ 1,366	\$ 6,383
Clerical	5	50	\$ 250	\$ 260	\$ 269	\$ 280	\$ 290	\$ 1,349
Other (specify)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal fees			\$ 5,390	\$ 5,580	\$ 5,775	\$ 5,980	\$ 6,190	\$ 28,915
<b>Expenses:</b>								
Meals and lodging			N/A	N/A	N/A	N/A	N/A	\$ -
Transportation			N/A	N/A	N/A	N/A	N/A	\$ -
Other (specify)			N/A	N/A	N/A	N/A	N/A	\$ -
Subtotal expenses)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total All-Inclusive Maximum Price</b>			<b>\$ 5,390</b>	<b>\$ 5,580</b>	<b>\$ 5,775</b>	<b>\$ 5,980</b>	<b>\$ 6,190</b>	<b>\$ 28,915</b>

Moss, Levy & Hartzheim LLP  
 Name of Firm

Ronald A. Levy, Partner  
 Name and Title of Authorized Representative (typed)


 Signature

7/24/20  
 Date

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

## 2020 PRWFPA Meeting Calendar

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

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<b>PRWFPA Acronym Guide</b>	
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