
 PLANNING DEPARTMENT

GOVERNMENTAL CENTER



 COUNTY OF SANTA CRUZ

 701 OCEAN STREET SANTA CRUZ, CALIFORNIA 95060
 (831) 454-2580 FAX (831) 454-2131 TDD (831) 454- 2123

BOARD OF SUPERVISORS AGENDA: 6/22/99

June 7, 1999

BOARD OF SUPERVISORS
 County of Santa Cruz
 701 Ocean Street
 Santa Cruz CA 95060

SUBJECT: Approval of Contracts for NEPA Review and Processing Related to the Combined Environmental Impact Report/Environmental Impact Statement for the MCI/Worldcom Trans-Pacific and On-shore Fiber Optic Cable Project

Members of the Board:

A separate letter on this agenda discusses the need to approve contracts for the preparation of a combined Environmental Impact Report/Environmental Impact Statement (EIR/EIS) required for an application by MFS Globenet, a subsidiary of MCI/Worldcom, for the trans-Pacific telecommunications fiber optic cable project. The project, which includes the installation and use of a fiber optic cable from Australia and New Zealand to Pajaro in Monterey County, requires environmental analysis under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) because the project has the potential to effect onshore land within the County's jurisdiction as well as offshore areas under the jurisdiction of the State Lands Commission and the Monterey Bay National Marine Sanctuary. This EIR/EIS will be a more extensive environmental document than is typical of most EIRs prepared for the County.

The staff time provided by County Planning to manage CEQA related tasks pertaining to preparation of the EIR/EIS will be considerable but will be within the scope of the recommended FY 1999-2000 work program for the Planning Department. The NEPA related tasks, however, include considerable liaison work with the staff of the of Monterey Bay National Marine Sanctuary and other office within the National Oceanic and Atmospheric Administration and will be beyond the scope of Planning's work program regarding Environmental Review. For this reason Planning staff, in consultation with staff of the Marine Sanctuary, has selected a consultant to conduct

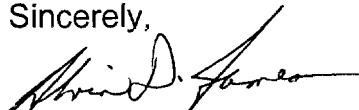
EIR Contracts for the MCI/Worldcom Fiber Optic Cable Project
 Board of Supervisors Agenda of June 22, 1999
 Page 2

the NEPA related work required for this project. After careful consideration of three candidates, Vicki Hill Environmental Planning Associates was selected to conduct liaison work with NOAA and other NEPA related tasks. The project applicant, MCI/Worldcom, has provided the funds for the total cost to pay the consultant.

The applicant contract (Attachment 1) provides the agreement for the applicant's responsibilities towards funding the consultant's work. The consultant contract (Attachment 2) provides a scope of work which specifies the various tasks the consultant will be engaged in relative to review of the EIR/EIS, meeting with various staff members of NOAA and reporting to the County. The estimated cost to hire this limited term consultant is \$53,150. This contract requires approval by your Board because the cost associated with the contract exceeds the \$10,000 administrative limit set by your Board for EIR contracts (Resolution 418-97).

It is therefore RECOMMENDED that your Board authorize the Planning Director to approve the attached contracts on behalf of the County, including any subsequent amendments which may be necessary to complete the EIR/EIS.

Sincerely,



ALVIN D. JAMES
 Planning Director

RECOMMENDED:



SUSAN MAURIELLO
 County Administrative Officer

Attachments:

- 1 - Applicant Contract
- 2 - Consultant Contract
- 3 - ADM-29 Form (Applicant)
- 4 - ADM-29 Form (Consultant)

cc: William Douros, MBNMS
 Mary Griggs, State Lands Cmssn.
 Chris Kern, Calif. Coastal Cmssn.
 Daniel Chance, Monterey County Planning
 John King, Tetra Tech
 Lester Rutherford, MCI/Worldcom
 Tim Reilly, North State Resources

APPLICANT

Application No. 99-0098

Assessor's Parcel No. 46-151-01, Et Al.

AGREEMENT FOR CONSULTING SERVICES TO ASSIST IN THE REVIEW AND
PROCESSING OF AN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL
IMPACT STATEMENT

THIS AGREEMENT is entered into and effective this 22nd day of June, 1999, by and
between ~~MCI Worldwide~~ ^{MFS GLOBENET, INC.} (hereinafter referred to as "Applicant") and the County of
Santa Cruz (hereinafter called "County").

WITNESSETH THAT:

WHEREAS, the Applicant has filed with the County an application for a discretionary
action on the part of the County; and,

WHEREAS, the County has determined that review of said application will require
an Environmental Impact Report under the terms of the California Environmental
Quality Act ("CEQA") and the National Oceanic and Atmospheric
Administration/Monterey Bay National Marine Sanctuary (hereinafter called
"NOAA/Sanctuary") has determined that review of this application will also require
preparation of an Environmental Impact Statement (under the terms of the National
Environmental Policy Act ("NEPA")); and,

Applicant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

WHEREAS, the County and NOAA/Sanctuary have agreed to prepare a single document that complies with the requirements of both CEQA and NEPA, and the review, processing and interagency liaison tasks associated with the NEPA requirements of the document will require tasks and time beyond the scope of the work program established for staff of the County and NOAA/Sanctuary;

WHEREAS, County policy places the burden of the cost of all work necessary to assist in the NEPA related tasks for the preparation and review of said Environmental Impact Report/Environmental Impact Statement (hereinafter called "EIR/EIS") upon the Applicant; and,

WHEREAS, County has arranged for performance of said work through the services of a qualified Consultant and has notified the Applicant of the nature of said arrangement including the selection of personnel, scope of work, and estimated cost and the Applicant is prepared and willing to fund the said cost; and,

WHEREAS, said consulting services are to be performed by Vicki Hill, the sole proprietor of Vicki Hill Environmental Planning Associates; and,

WHEREAS, the fee for the preparation of said consulting services has been negotiated to be \$ 53,150.00 as full compensation of said Consultant; and,

WHEREAS, Applicant has made payment to the County in the full amount of said negotiated fee (\$ 53,150.00 total); and

WHEREAS, the fee for County review and processing of said Report is a separate cost to the Applicant and the Applicant and County have entered into another contract separate from this Agreement for the payment of such costs for County review and processing of the EIR/EIS.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Upon execution of this agreement, pursuant to the Santa Cruz County Environmental Review Guidelines and applicable statutes and ordinances, the County shall take all necessary steps to prepare and review the aforementioned EIR/EIS, including entering into an agreement for services with said Consultant and working directly with the staff of NOAA/Sanctuary and the Consultant in reviewing the EIR/EIS and the work of Tetra Tech, Inc., the firm that will prepare the EIR/EIS. Said agreement by and between County and Consultant shall be attached hereto as Exhibit "A" and by reference made a part thereof.

The County shall deposit Applicant's payment into a fund set up for collection and distribution of funds involved in the preparation and review of Environmental Impact Reports/Environmental Impact Statements.

Either the County or Applicant may terminate this agreement by presentation to the other party hereto of written notice of said termination ten (10) days prior to the effective date of said termination. In the event of termination, County shall within ten (10) days of receipt of written notice, notify Consultant and shall compensate Consultant in accordance with Exhibit A. County shall also retain reimbursement for staff costs incurred prior to said date of termination (based upon hours spent). County shall refund to Applicant for any portion of above mentioned payment by Applicant in excess of said costs. Termination of this agreement at any point by the applicant shall constitute abandonment of the project.

No alteration or variation in the terms of this agreement shall be valid unless in writing and signed by the parties hereto.


IN WITNESS WHEREOF, the County and the Applicant have executed this Agreement to the effective date which shall be the date of execution by the County as written below.

COUNTY OF SANTA CRUZ

APPLICANT

BY _____

Alvin D. James
Planning Director

BY  _____

For: MCI/Worldcom
MFS GLOBENET, Inc.

DATE _____

DATE 6-4-99

Address and Phone of Applicant:

6929 North Lakewood Avenue
M.D. 2.2 315G
Tulsa, OK 74117
(918) 590-8421

ATTEST:

BY _____
County Clerk

Approved As To Form:

BY Dea St
County Counsel

fineroptic-AppliMBNMS/pln453

CONSULTANT

AGREEMENT FOR CONSULTING SERVICES TO ASSIST IN THE REVIEW AND
PROCESSING OF AN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL
IMPACT STATEMENT

THIS AGREEMENT is entered into and effective this 22nd day of June, 1999, by and between Vicki Hill, Environmental Planning Associates (hereinafter called "Consultant") and the County of Santa Cruz (hereinafter called "County").

RECITALS

WHEREAS, MCI/Worldcom (hereinafter called "Applicant") has filed with the County an application for the installation of the on-shore portion of a trans-Pacific fiber optic telecommunications cable that is proposed to begin in Australia and New Zealand, make landfall near La Selva Beach in Santa Cruz County and terminate in Pajaro in Monterey County (hereinafter called "project"); and,

WHEREAS, the County has determined that under the terms of the California Environmental Quality Act (CEQA) consideration of said application will require the preparation of an Environmental Impact Report (hereinafter "EIR"); and

WHEREAS, the Applicant has also made an application with the Monterey Bay National Marine Sanctuary for a permit for the off-shore portion said project within the Sanctuary boundaries and the staff of the Sanctuary have determined that the National Environmental Policy Act (NEPA) requires preparation of an Environmental Impact Statement (hereafter "EIS") for this project; and

WHEREAS, the staffs of the County and the Monterey Bay National Marine Sanctuary have agreed to prepare a combined CEQA/NEPA document to be administered by the County; and

WHEREAS, the staff review and processing of the NEPA portion of the combined EIR/EIS document will require various tasks beyond that of preparing only an Environmental Impact Report under the terms of CEQA and will require extensive liaison work with the staff of the National Oceanic and Atmospheric Administration/Monterey Bay National Marine Sanctuary (hereinafter called "NOAA/Sanctuary"); and

WHEREAS, after appropriate conferences and negotiation between Consultant and County, the County desires to contract with Consultant named above to provide certain services described in Exhibit A attached hereto, to provide liaison between the County and NOAA/Sanctuary and to assist in the review and processing of the NEPA portion of the combined EIR/EIS; and,

WHEREAS, Applicant and County have entered an agreement defining the responsibilities of the parties thereto with regard to the work and costs involved in the liaison and NEPA review and processing tasks pertaining to the said EIR/EIS.

Consultant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Results to be Accomplished by Consultant
The County hereby contracts with Consultant and Consultant hereby agrees to accomplish all of the results described in the attachment entitled Scope of Work attached hereto as Exhibit "A" and by reference made a part of this agreement.
2. Meetings to be Attended
The Consultant shall meet with both County and NOAA/Sanctuary staffs to provide adequate liaison services between the agencies pertaining to the subject EIR/EIS and shall, at minimum, attend meetings as shown in Exhibit A. Consultant further agrees that compensation for said attendance of meetings shall be deemed included in the amount of compensation as specified herein.
3. Responsible Consultant in Charge
Vicki Hill shall serve as the primary Consultant principally responsible for execution of the Consultant's obligations under this Agreement and shall serve as principal liaison between County and NOAA/Sanctuary.
4. Time of Performance
The performance of the Consultant shall commence as soon as practicable and in no event later than ten (10) days after the effective date of this Agreement. The Consultant's effort to review applicable portions of the Administrative Draft and Administrative Final EIR/EIS shall occur within the timelines established by the County's contracts with the Applicant and Tetra Tech, Inc. to prepare the EIR/EIS for the project.
5. Payment
 - a. The Consultant shall be paid for results satisfactorily accomplished under the terms of this Agreement in accordance with the rates and schedule specified in Exhibit "B" attached hereto and incorporated herein by reference; provided that the total amount payable under this Agreement shall not exceed \$53,150.00.
 - b. Consultant shall be paid in monthly payments according to the tasks that are invoiced according to that shown in Exhibit B.
 - c. After approval of the Final EIR by the County and approval of the EIS by NOAA/Sanctuary and the Consultant's attendance at the necessary County public hearings, Consultant shall be paid the full amount owed, pursuant to Exhibit "B."
 - d. Compensation shall be paid within thirty (30) days of the Consultant's completion of the results to be accomplished and Consultant's submission thereafter to the County of an invoice, including an enumeration of the results accomplished and the amount due.

Initials: 

Consultant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

Notwithstanding the foregoing, no payment shall be made with respect to any invoice unless the same be approved by the Planning Director of the County, or in his/her absence, the Environmental Coordinator or Deputy Environmental Coordinator.

6. Presentation of Claims

Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

7. Time is of the Essence

Time is of the essence in this agreement, particularly in view of the time constraints imposed upon the County pursuant to Public Resources Code 21151.5, Government Code 65950 of the County Environmental Review Guidelines.

8. Indemnification for Damages, Taxes and Contributions

a. Consultant shall exonerate, indemnify, defend, and hold harmless County and NOAA/Sanctuary (which for the purposes of paragraph 8 shall include its officers, agents, employees, and volunteers) from and against, and shall assume full responsibility for payment of all Federal, State and Local taxes, contributions, charges, or fees imposed or required to be paid with respect to Consultant's performance under this Agreement (including without limitation unemployment insurance, social security, and payroll tax withholding).

b. As respects its operations under this Agreement other than the performance of professional services, Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and NOAA/Sanctuary and the County's and NOAA's/Sanctuary's agents, employees, and volunteers against any and all claims, demands, losses, damages, injuries, liabilities, expenses and costs, arising out of injury to or death of persons, or damage to property as a result of, arising out of, or attributable to the negligent acts, errors or omissions of Consultant or its officers, employees, agents and consultants under this Agreement, excepting only those claims, demands, actions suits, losses, liabilities, expenses and costs caused by the sole negligence of the County or that of NOAA/Sanctuary.

c. The Consultant represents the County that it owns, operates or utilizes one of more personal vehicles and that the result which is to be accomplished under this Agreement does not require the use of any such vehicle for other than Consultant's personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation County requires that said personal vehicles used shall each have insurance

Consultant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

coverage in the minimum amount of \$100,000.00 combined single
limit per accident.

9. County Responsibilities

County shall grant Consultant access to all existing information, data, records, and maps in the possession of the County which are related to the Consultant's work under this Agreement. County shall be responsible for making reasonable staff assistance available to the Consultant during the course of this Agreement. In the event that circumstances beyond the control of the Consultant, such as absence of qualified County staff personnel or failure of Applicant to supply needed information to the Consultant, make it impossible for County to fulfill its responsibilities to Consultant or for Consultant to proceed in a timely manner to carry out the scope of work described herein, Consultant shall be entitled to reasonable compensation under paragraph four (4) above upon submission of an invoice for services rendered.

10. Termination Without Cause

County may terminate this Agreement without cause by delivery (in person or by first class mail) of written notice of said termination to the Consultant ten (10) days prior to the effective date of said termination. In the event of such termination by County, Consultant shall be entitled to reasonable payment for all work done by Consultant, and all costs incurred prior to the effective date of said termination.

11. Modifications

No alterations or variations of terms of this Agreement shall be valid unless made in writing and signed by parties hereto.

12. Independent Contractor

In performing the services called for pursuant to this Agreement, Consultant is an independent contractor and not an employee or employees of County.

14. Nonassignment

Consultant shall not assign this Agreement without the prior written consent of the County.

15. Retention and Audit of Records

Consultant shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by County, whichever occurs first. Consultant hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

Consultant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

IN WITNESS WHEREOF, the County and Consultant have executed this Agreement
effective the date set forth in the Preamble hereof.

COUNTY OF SANTA CRUZ

BY _____
Alvin D. James
Planning Director

DATE _____

Approved As To Form:

BY Don Stan
County Counsel

Exhibits:

- A - Scope of Services
- B - Budget

fiberopticConsultMBNMS.wpd/pln453

APPROVED AS TO INSURANCE:

Janet McKinley
Risk Manager
6-11-99
Date

CONSULTANT

BY Vicki Hill
Vicki Hill, Owner
Vicki Hill Environmental Planning
Associates

DATE June 4, 1999

3028 Warm Springs Road
Glenn Ellen, CA 955442
(707) 935-9496

Consultant Contract
NEPA Review and Processing and Liaison with the MBNMS
MCI/Worldcom Fiber Optic Cable Project EIR/EIS

EXHIBIT A

MCI Globenet/Worldcom Fiber Optic Cable Project
Scope of Work - EIS Coordination/Review
Vicki A. Hill, Environmental Planning

Introduction

This document describes in detail the scope of work for Vicki A. Hill, Environmental Planning, for the MCI Globenet/Worldcom Fiber Optic Cable Project. A joint EIR/EIS will be prepared for the project, with Santa Cruz County as CEQA lead agency and the Monterey Bay National Marine Sanctuary (MBNMS) as NEPA lead agency. The role of Vicki is to assist the MBNMS in supervision of the EIR/EIS to assure the development of a complete and accurate document that meets the needs of the Sanctuary.

Vicki Hill will serve as an extension of MBNMS staff for the project's NEPA review. Her overall responsibilities will include: 1) Providing support to the County of Santa Cruz and MBNMS to ensure that the joint document sufficiently addresses the numerous environmental issues relevant to the Sanctuary; and 2) Reviewing the document for NEPA compliance. Vicki will be responsible for coordinating the MBNMS project review and acting as liaison with the Santa Cruz County contract manager. Her participation in the project will assist in expediting review processes and meeting project schedule deadlines.

Work Tasks

The work tasks for Vicki's role are described below and the level of effort for each task is shown in Table 1 (budget). These tasks comprise the most logical grouping of all necessary activities, based on the project deliverable requirements and the necessary sequence of work. Please note that meetings are budgeted as a separate discrete task, but are referenced where appropriate in the following tasks.

Task 1 - Notice of Intent (NOI) - The NEPA equivalent of the CEQA Notice of Preparation will be prepared by the project applicant and reviewed/edited, in consultation with the MBNMS. Vicki will ensure that the NOI identifies all appropriate environmental issues and complies with NEPA guidelines.

Task 2 - Project Initiation - All relevant documents will be reviewed in preparation for the EIR/EIS "Kick-Off" meeting and input will be provided through the MBNMS Superintendent. Issues such as document format, page limits, review cycles, proposed scope of alternatives and compilation of comments will be addressed. One meeting with MBNMS staff will be held to initiate the process and clarify roles and responsibilities, issues and concerns, and communication protocols.

Task 3 - Interim EIR/EIS Deliverables - All interim deliverables identified in the EIR/EIS contractor's scope of work (e.g., project description, affected environment, etc.) will be reviewed in a timely fashion. By conducting a thorough and comprehensive review of interim deliverables, it is anticipated that any problems or concerns with the analyses can be resolved without affecting the overall schedule, and internal agency comments on the Administrative Draft will be minimized. In conducting this review, it will be necessary to interface with MBNMS technical staff and collect/compile their comments. During preparation of these deliverables, it is anticipated that several meetings will occur with the EIR/EIS contractor and with the Santa Cruz County representative to discuss comments and provide guidance in responding to the comments. Input will be provided on alternatives development and refinement, as needed, to ensure appropriate alternatives are evaluated to address the needs of the MBNMS in reducing impacts on sanctuary resources.

Task 4 - Administrative Draft EIR/EIS - Review of the entire Administrative Draft EIR/EIS will be conducted. Vicki will coordinate with NOAA staff and to ensure that appropriate technical review is provided. She will be responsible for compiling the federal agency comments, resolving any conflicting comments, and relaying any outstanding concerns or comments to the EIR/EIS contractor and County contract manager.

Task 5 - Draft EIR/EIS - This task involves ensuring that comments on the Administrative Draft document are sufficiently addressed, providing direction on the production and circulation of the Draft EIS, and then reviewing the Draft EIS and coordinating the federal agency review of the document. In addition to preparing comments, other comments relevant to NEPA issues will be reviewed. Also, Vicki will help coordinate, and will attend, the joint CEQA/NEPA public comment hearing.

Task 6 - Administrative Final and Final EIR/EIS - An important role in this task will be to provide guidance on appropriate response to comments. This may include identifying necessary revisions to the Draft EIR/EIS. The Administrative Final EIR/EIS will be reviewed for completeness in responding to all comments on NEPA issues. Again, interface with MBNMS staff will be required to make sure that their comments are appropriately addressed. A final evaluation will be made to ensure that the Final EIR/EIS provides the requisite information to support the MBNMS in making a decision on the project.

Task 7 - Record of Decision - Pursuant to NEPA regulations, a concise public Record of Decision (ROD) will be prepared, in consultation with NOAA staff, particularly permitting and regulatory personnel. The ROD will contain all information required by NEPA regulations, including: 1) a precise description of the decision made on the project; 2) identification of all alternatives considered and specific identification of the environmentally preferred alternative(s), including relevant factors contributing to the decision; and 3) a summary of the mitigation monitoring program and discussion of whether all "practicable" means to reduce environmental impacts have been adopted, and if not, why they were not adopted.

Task 8 - Meetings - A total of ten meetings are included in the scope of work. They are included as a discrete task to allow flexibility within the work plan with regard to the timing of meetings.

Consultant Contract
NEPA Review and Processing and Liaison with the MBNMS
MCI/Worldcom Fiber Optic Cable Project EIR/EIS

EXHIBIT B

Table 1 Budget for Vicki A. Hill, Environmental Planning

	Task 1	Task 2	Task 3	Task 4	Task5	Task6	Task 7	Task 8	Total
Hours	8	10	140	90	130	95	80	120	673
Cost'	\$600	\$750	\$10,500	\$6750	\$9750	\$7125	\$6000	\$9000	\$50,475
ODCs ²	\$50	\$25	\$200	\$100	\$100	\$100	\$100	\$2000 ³	\$2675
Total	\$650	\$775	\$10,700	\$6850	\$9850	\$7225	\$6100	\$11,000	\$53,150

¹ Based on hourly rate of \$75.00

² Includes telephone, postage, fax, copies, and any other direct expenses

³ Includes mileage, hotel, and meal expense

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 3 000644

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

Planning

(Dept.)
[Signature] (Signature) 6/15/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz Planning Department (Agency)
and, MCI/WorldCom, 6979 N. Lakewood Avenue, Tulsa, OK 74117 (Name & Address)
- The agreement will provide a scope of work for the preparation of a joint Environmental Impact Report/
Environmental Impact Statement (EIR/EIS) for the MCI/WorldCom Trans-Pacific and onshore fiber
optic cable project.
- The agreement is needed, to define the scope of work and responsibilities of the consultant in
preparation of the EIR/EIS.
- Period of the agreement is from June 22, 1999 to June 30, 2000
- Anticipated cost is \$ 53,150. (Fixed amount: ~~XXXXXX~~)
- Remarks: Cost paid by applicant. No cost to County.

Revenue is

7. ~~Appropriations~~ budgeted in 135454 (Index#) 1324 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 91873 R-703 Date 6/15/99
are not will be
N/A
GARY A. KNUTSON, Auditor - Controller
BY Ronald A. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Planning Director to execute the same on behalf of the Planning Department

(Agency).

Remarks: ES (Analyst)

County Administrative Officer
By [Signature] Date 6/15/99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

County Administrative Officer
By _____ Deputy Clerk

67

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 4

645

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

Planning

(Dept.)

Robert J. Knutson (Signature) 6/15/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz Planning Department (Agency) and Vicki Hill Environmental Planning Associates, 3028 Warm Springs Rd., Glen Ellen, CA 95442 (Name & Address)
- The agreement will provide a scope of work for the preparation of a joint Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the MCI/WorldCom Trans-Pacific and onshore fiber optic cable project.
- The agreement is needed, to define the scope of work and responsibilities of the consultant in preparation of the EIR/EIS.
- Period of the agreement is from June 22, 1999 to June 30, 2000
- Anticipated cost is \$ 53,150. (Fixed amount; ~~Monthly xxxxxxxxxx~~)
- Remarks: Cost paid by applicant. No cost to County.
- Appropriations are budgeted in 135454 (Index#) 3655 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and ~~xxxxxxx~~ will be encumbered. * Contract No. 91873 Date 6/15/99
* SUBJECT TO THE APPROVAL OF THE 1999-2000 BUDGET GARY A. KNUTSON, Auditor - Controller
By *Robert J. Knutson* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Planning Director to execute the same on behalf of the Planning Department (Agency).

Remarks: *GH* (Analyst) By *GH* County Administrative Officer Date 6/15/99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green •
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ 1999
BY _____ County Administrative Officer Deputy Clerk

67

CONSULTANT

AGREEMENT FOR CONSULTING SERVICES TO ASSIST IN THE REVIEW AND
PROCESSING OF AN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL
IMPACT STATEMENT

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WHEREAS, the County has determined that under the terms of the California Environmental Quality Act (CEQA) consideration of said application will require the preparation of an Environmental Impact Report (hereinafter "EIR"); and

WHEREAS, the Applicant has also made an application with the Monterey Bay National Marine Sanctuary for a permit for the off-shore portion said project within the Sanctuary boundaries and the staff of the Sanctuary have determined that the National Environmental Policy Act (NEPA) requires preparation of an Environmental Impact Statement (hereafter "EIS") for this project; and

WHEREAS, the staffs of the County and the Monterey Bay National Marine Sanctuary have agreed to prepare a combined CEQA/NEPA document to be administered by the County; and

WHEREAS, the staff review and processing of the NEPA portion of the combined EIR/EIS document will require various tasks beyond that of preparing only an Environmental Impact Report under the terms of CEQA and will require extensive liaison work with the staff of the National Oceanic and Atmospheric Administration/Monterey Bay National Marine Sanctuary (hereinafter called "NOAA/Sanctuary"); and

WHEREAS, after appropriate conferences and negotiation between Consultant and County, the County desires to contract with Consultant named above to provide certain services described in Exhibit A attached hereto, to provide liaison between the County and NOAA/Sanctuary and to assist in the review and processing of the NEPA portion of the combined EIR/EIS; and,

WHEREAS, Applicant and County have entered an agreement defining the responsibilities of the parties thereto with regard to the work and costs involved in the liaison and NEPA review and processing tasks pertaining to the said EIR/EIS.

Consultant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Results to be Accomplished by Consultant
The County hereby contracts with Consultant and Consultant hereby agrees to accomplish all of the results described in the attachment entitled Scope of Work attached hereto as Exhibit "A" and by reference made a part of this agreement.
2. Meetings to be Attended
The Consultant shall meet with both County and NOAA/Sanctuary staffs to provide adequate liaison services between the agencies pertaining to the subject EIR/EIS and shall, at minimum, attend meetings as shown in Exhibit A. Consultant further agrees that compensation for said attendance of meetings shall be deemed included in the amount of compensation as specified herein.
3. Responsible Consultant in Charge
Vicki Hill shall serve as the primary Consultant principally responsible for execution of the Consultant's obligations under this Agreement and shall serve as principal liaison between County and NOAA/Sanctuary.
4. Time of Performance
The performance of the Consultant shall commence as soon as practicable and in no event later than ten (10) days after the effective date of this Agreement. The Consultant's effort to review applicable portions of the Administrative Draft and Administrative Final EIR/EIS shall occur within the timelines established by the County's contracts with the Applicant and Tetra Tech, Inc. to prepare the EIR/EIS for the project.
5. Payment
 - a. The Consultant shall be paid for results satisfactorily accomplished under the terms of this Agreement in accordance with the rates and schedule specified in Exhibit "B" attached hereto and incorporated herein by reference; provided that the total amount payable under this Agreement shall not exceed \$53,150.00.
 - b. Consultant shall be paid in monthly payments according to the tasks that are invoiced according to that shown in Exhibit B.
 - c. After approval of the Final EIR by the County and approval of the EIS by NOAA/Sanctuary and the Consultant's attendance at the necessary County public hearings, Consultant shall be paid the full amount owed, pursuant to Exhibit "B."
 - d. Compensation shall be paid within thirty (30) days of the Consultant's completion of the results to be accomplished and Consultant's submission thereafter to the County of an invoice, including an enumeration of the results accomplished and the amount due.

Consultant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

Notwithstanding the foregoing, no payment shall be made with respect to any invoice unless the same be approved by the Planning Director of the County, or in his/her absence, the Environmental Coordinator or Deputy Environmental Coordinator.

6. Presentation of Claims

Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

7. Time is of the Essence

Time is of the essence in this agreement, particularly in view of the time constraints imposed upon the County pursuant to Public Resources Code 21151.5, Government Code 65950 of the County Environmental Review Guidelines.

8. Indemnification for Damages, Taxes and Contributions

a. Consultant shall exonerate, indemnify, defend, and hold harmless County and NOAA/Sanctuary (which for the purposes of paragraph 8 shall include its officers, agents, employees, and volunteers) from and against, and shall assume full responsibility for payment of all Federal, State and Local taxes, contributions, charges, or fees imposed or required to be paid with respect to Consultant's performance under this Agreement (including without limitation unemployment insurance, social security, and payroll tax withholding).

b. As respects its operations under this Agreement other than the performance of professional services, Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and NOAA/Sanctuary and the County's and NOAA's/Sanctuary's agents, employees, and volunteers against any and all claims, demands, losses, damages, injuries, liabilities, expenses and costs, arising out of injury to or death of persons, or damage to property as a result of, arising out of, or attributable to the negligent acts, errors or omissions of Consultant or its officers, employees, agents and consultants under this Agreement, excepting only those claims, demands, actions suits, losses, liabilities, expenses and costs caused by the sole negligence of the County or that of NOAA/Sanctuary.

c. The Consultant represents the County that it owns, operates or utilizes one of more personal vehicles and that the result which is to be accomplished under this Agreement does not require the use of any such vehicle for other than Consultant's personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation County requires that said personal vehicles used shall each have insurance

Consultant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

coverage in the minimum amount of \$100,000.00 combined single limit per accident.

9. County Responsibilities
County shall grant Consultant access to all existing information, data, records, and maps in the possession of the County which are related to the Consultant's work under this Agreement. County shall be responsible for making reasonable staff assistance available to the Consultant during the course of this Agreement. In the event that circumstances beyond the control of the Consultant, such as absence of qualified County staff personnel or failure of Applicant to supply needed information to the Consultant, make it impossible for County to fulfill its responsibilities to Consultant or for Consultant to proceed in a timely manner to carry out the scope of work described herein, Consultant shall be entitled to reasonable compensation under paragraph four (4) above upon submission of an invoice for services rendered.
10. Termination Without Cause
County may terminate this Agreement without cause by delivery (in person or by first class mail) of written notice of said termination to the Consultant ten (10) days prior to the effective date of said termination. In the event of such termination by County, Consultant shall be entitled to reasonable payment for all work done by Consultant, and all costs incurred prior to the effective date of said termination.
11. Modifications
No alterations or variations of terms of this Agreement shall be valid unless made in writing and signed by parties hereto.
12. Independent Contractor
In performing the services called for pursuant to this Agreement, Consultant is an independent contractor and not an employee or employees of County.
14. Nonassignment
Consultant shall not assign this Agreement without the prior written consent of the County.
15. Retention and Audit of Records
Consultant shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by County, whichever occurs first. Consultant hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

Consultant Contract for NEPA Review and Processing and Liaison with the MBNMS
EIR/EIS for the MCI/Worldcom Fiber Optic Cable Project

IN WITNESS WHEREOF, the County and Consultant have executed this Agreement
effective the date set forth in the Preamble hereof.

COUNTY OF SANTA CRUZ

CONSULTANT

BY _____
Alvin D. James
Planning Director


BY _____
Vicki Hill, Owner
Vicki Hill Environmental Planning
Associates

DATE _____

DATE _____

Approved As To Form:

3028 Warm Springs Road
Glenn Ellen, CA 955442
(707) 935-9496

BY 
County Counsel

Exhibits:

- A - Scope of Services
- B - Budget

fiberopticConsultMBNMS.wpd/pln453

Consultant Contract
NEPA Review and Processing and Liaison with the MBNMS
MCI/Worldcom Fiber Optic Cable Project EIR/EIS

EXHIBIT A

000653

**MCI Globenet/Worldcom Fiber Optic Cable Project
Scope of Work - EIS Coordination/Review
Vicki A. Hill, Environmental Planning**

Introduction

This document describes in detail the scope of work for Vicki A. Hill, Environmental Planning, for the MCI Globenet/Worldcom Fiber Optic Cable Project. A joint EIR/EIS will be prepared for the project, with Santa Cruz County as CEQA lead agency and the Monterey Bay National Marine Sanctuary (MBNMS) as NEPA lead agency. The role of Vicki is to assist the MBNMS in supervision of the EIR/EIS to assure the development of a complete and accurate document that meets the needs of the Sanctuary.

Vicki Hill will serve as an extension of MBNMS staff for the project's NEPA review. Her overall responsibilities will include: 1) Providing support to the County of Santa Cruz and MBNMS to ensure that the joint document sufficiently addresses the numerous environmental issues relevant to the Sanctuary; and 2) Reviewing the document for NEPA compliance. Vicki will be responsible for coordinating this MBNMS project review and acting as liaison with the Santa Cruz County contract manager. Her participation in the project will assist in expediting review processes and meeting project schedule deadlines.

Work Tasks

The work tasks for Vicki's role are described below and the level of effort for each task is shown in Table 1 (budget). These tasks comprise the most logical grouping of all necessary activities, based on the project deliverable requirements and the necessary sequence of work. Please note that meeting are budgeted as a separate discrete task, but are referenced where appropriate in the following tasks.

Task 1 - Notice of Intent (NOI) - The NEPA equivalent of the CEQA Notice of Preparation will be prepared by the project applicant and reviewed/edited, in consultation with the MBNMS. Vicki will ensure that the NOI identifies all appropriate environmental issues and complies with NEPA guidelines.

Task 2 - Project Initiation - All relevant documents will be reviewed in preparation for the EIR/EIS "Kick-Off" meeting and input will be provided through the MBNMS Superintendent. Issues such as document format, page limits, review cycles, proposed scope of alternatives and compilation of comments will be addressed. One meeting with MBNMS staff will be held to initiate the process and clarify roles and responsibilities, issues and concerns, and communication protocols.

654

Task 3 - Interim EIR/EIS Deliverables - All interim deliverables identified in the EIR/EIS contractor's scope of work (e.g., project description, affected environment, etc.) will be reviewed in a timely fashion. By conducting a thorough and comprehensive review of interim deliverables, it is anticipated that any problems or concerns with the analyses can be resolved without affecting the overall schedule, and internal agency comments on the Administrative Draft will be minimized. In conducting this review, it will be necessary to interface with MBNMS technical staff and collect/compile their comments. During preparation of these deliverables, it is anticipated that several meetings will occur with the EIR/EIS contractor and with the Santa Cruz County representative to discuss comments and provide guidance in responding to the comments. Input will be provided on alternatives development and refinement, as needed, to ensure appropriate alternatives are evaluated to address the needs of the MBNMS in reducing impacts on sanctuary resources.

Task 4 - Administrative Draft EIR/EIS - Review of the entire Administrative Draft EIR/EIS will be conducted. Vicki will coordinate with NOAA staff and to ensure that appropriate technical review is provided. She will be responsible for compiling the federal agency comments, resolving any conflicting comments, and relaying any outstanding concerns or comments to the EIR/EIS contractor and County contract manager.

Task 5 - Draft EIR/EIS - This task involves ensuring that comments on the Administrative Draft document are sufficiently addressed, providing direction on the production and circulation of the Draft EIS, and then reviewing the Draft EIS and coordinating the federal agency review of the document. In addition to preparing comments, other comments relevant to NEPA issues will be reviewed. Also, Vicki will help coordinate, and will attend, the joint CEQA/NEPA public comment hearing.

Task 6 - Administrative Final and Final EIR/EIS - An important role in this task will be to provide guidance on appropriate response to comments. This may include identifying necessary revisions to the Draft EIR/EIS. The Administrative Final EIR/EIS will be reviewed for completeness in responding to all comments on NEPA issues. Again, interface with MBNMS staff will be required to make sure that their comments are appropriately addressed. A final evaluation will be made to ensure that the Final EIR/EIS provides the requisite information to support the MBNMS in making a decision on the project.

Task 7 - Record of Decision - Pursuant to NEPA regulations, a concise public Record of Decision (ROD) will be prepared, in consultation with NOAA staff, particularly permitting and regulatory personnel. The ROD will contain all information required by NEPA regulations, including: 1) a precise description of the decision made on the project; 2) identification of all alternatives considered and specific identification of the environmentally preferred alternative(s), including relevant factors contributing to the decision; and 3) a summary of the mitigation monitoring program and discussion of whether all "practicable" means to reduce environmental impacts have been adopted, and if not, why they were not adopted.

000655

Task 8 - Meetings - A total of ten meetings are included in the scope of work. They are included as a discrete task to allow flexibility within the work plan with regard to the timing of meetings.

Consultant Contract
NEPA Review and Processing and Liaison with the MBNMS
MCI/Worldcom Fiber Optic Cable Project EIR/EIS

EXHIBIT B

657

Table 1 Budget for Vicki A. Hill, Environmental Planning

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total
Hours	8	10	140	90	130	95	80	120	673
Cost¹	\$600	\$750	\$10,500	\$6750	\$9750	\$7125	\$6000	\$9000	\$50,475
ODCs²	\$50	\$25	\$200	\$100	\$100	\$100	\$100	\$2000 ³	\$2675
Total	\$650	\$775	\$10,700	\$6850	\$9850	\$7225	\$6100	\$11,000	\$53,150

¹ Based on hourly rate of \$75.00² Includes telephone, postage, fax, copies, and any other direct expenses³ Includes mileage, hotel, and meal expense

67