



# County of Santa Cruz

0271

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## PLANNING DEPARTMENT

701 OCEAN STREET, 4<sup>TH</sup> FLOOR, SANTA CRUZ, CA 95060

(831) 454-2580 FAX: (831) 454-2131 TDD: (831) 454-2123

ALVIN D. JAMES, DIRECTOR

**AGENDA: June 27, 2000**

June 15, 2000

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

**SUBJECT: Approval of Contracts to Prepare an Expanded Initial Study for the Santa Cruz Gardens #12 Project**

Members of the Board:

The Environmental Coordinator has determined that an Expanded Initial Study would be required to supplement the Environmental Impact Report (EIR) which was completed in October 1997 for the proposed Santa Cruz Gardens #12 subdivision and rezoning project. Since release of the Final EIR, the applicant has been working on several different modifications of their project and finalizing preliminary architectural plans. The project has now been revised to conform to the mitigated project alternative described in the EIR and a habitat management plan for areas of the site proposed for preservation has now been submitted. In addition, since release of the Final EIR, the U. S. Fish and Wildlife Service has listed an insect species that inhabits the project site as an endangered species and 2.5 years have passed since any environmental evaluation has occurred on this project. Physical conditions on the site may have changed during this period. These changes require additional environmental evaluation before the project can be considered in public hearing. Approval of new contracts to prepare the new environmental report are therefore required.

California Environmental Quality Act (CEQA) Guidelines Section 15153 allows the use of an EIR from an earlier project for a subsequent project on the same site as long as new information is provided with either an Supplemental EIR or a new Initial Study. In this case, Planning staff believes an Expanded Initial Study can be prepared because the circumstances of the original project and the revised project are essentially the same and the revised project will generate substantially less impacts than the original proposal. While the Expanded Initial Study requires substantially less effort than the preparation of an EIR, it will require more effort than a standard Initial Study regularly prepared by Planning staff. The Monterey firm of Denise Duffy Associates (DDA) was selected to prepare the Expanded Initial Study.

The applicant contract (Attachment 1) provides the agreement for the applicant's responsibilities towards preparation of the EIR. The consultant contract (Attachment 2) provides a scope of work which will provide a thorough analysis of the environmental issues of the project. The estimated cost for the preparation of the Expanded Initial Study is \$17,956.00 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). The applicant, HPH Properties, has provided the funds for the total cost to complete the EIR.

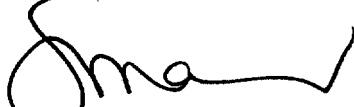
It is therefore RECOMMENDED that your Board authorize the Planning Director to approve the attached contracts on behalf of the County, including any subsequent amendments which may be necessary to complete the environmental evaluation of the project.

Sincerely,



ALVIN D. JAMES  
Planning Director

RECOMMENDED:



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SUSAN MAURIELLO  
County Administrative Officer

Attachments:

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

cc: Phil Bates, HPH Properties, 192 E. Seacliff Drive, Aptos, CA 950'03  
Rich Beale, Applicant's Consultant, 100 Doyle Street, Suite E, Santa Cruz, CA 95062  
Denise Duffy, DDA, 947 Cass Street, Suite 5, Monterey, CA 93940

ADJ/KCT:br/santa cruz gardens 12.wpd/pln816

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF 'AGREEMENT

ATTACHMENT 3

0273

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

FROM: Planning (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 HPH Properties, LP, 192E Seaciff Drive Aptos, CA 95003 (Address)
- The agreement will provide for the preparation of an Expanded Initial Study (IS) to supplement the Environmental Impact Report prepared for the Santa Cruz Gardens #12 subdivision project.
- The agreement is needed, to cover the costs and scope of work for preparing the Initial Study.
- Period of the agreement is from June 13, 2000 to June 30, 2001
- Anticipated <sup>REVENUE</sup> cost is \$ 17,956.00 (Fixed amount: ~~Monthly cost, this to exceed~~)
- Remarks: Cost paid by project applicant. No cost to County.
- Appropriations are budgeted in 135454 (Index#) 1324 (Subject)

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

Appropriations <sup>are</sup>/<sub>are not</sub> available and <sup>have been</sup>/<sub>will be</sub> encumbered. Contract No. R-730 Date 6/8/00  
N/A  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Simon Deputy.

Proposed 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).  
\_\_\_\_\_  
County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) By \_\_\_\_\_ Date \_\_\_\_\_

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - ~~Blue~~  
Co. Admin. Officer - Coory  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod  
  
\*To Orig. Dept. if rejected.  
  
ADM - 29 (6/95)

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 \_\_\_\_\_ 19\_\_\_\_\_.  
By \_\_\_\_\_ County Administrative Officer  
Dep. \_\_\_\_\_

33

APPLICANT

0274

Application No.: 96-0221

Assessor's Parcel No.: 25-271-23, et al.

**AGREEMENT FOR PREPARATION OF AN EXPANDED INITIAL STUDY**

THIS AGREEMENT is entered into and effective this 13<sup>th</sup> day of June, 2000, by and between HPH Properties, LP (hereinafter referred to as "Applicant") and the County of Santa Cruz (hereinafter called "County").

WHEREAS, the Applicant has filed with the County an application for a residential subdivision and associated rezoning with the project name of Santa Cruz Gardens #12 (hereinafer referred to as "project") which requires a discretionary action on the part of the County; and,

WHEREAS, the County has previously determined that review of said application required the preparation of an Environmental Impact Report (EIR) under the terms of the California Environmental Quality Act. The EIR has been prepared and the Final EIR was released in October 1997.

WHEREAS, after release of the Final volume of the EIR, several actions have occurred which required further environmental analysis beyond the EIR prepared in 1997; these actions include modifications to the project made by the Applicant and the listing of a rare insect which inhabits the project site as an endangered species under the federal Endangered Species Act.

Applicant Contract  
Santa Cruz Gardens #12 Subdivision  
Preparation of an Expanded Initial Study

WHEREAS, the County has determined the environmental analysis of these and other relevant issues are best accomplished through preparation of an Expanded Initial Study to supplement the existing EIR pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15153.

WHEREAS, County policy places the burden of the cost of all work necessary for the preparation and review of said Expanded Initial Study 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,

WHEREAS, said Expanded Initial Study is to be completed by Denise **Duffy** Associates; and,

WHEREAS, the fee for the preparation of said Expanded Initial Study has been negotiated to include \$17,956. as full compensation of said Consultant; and,

WHEREAS, the fee for County review and processing of said Expanded Initial Study is to be based on an actual cost basis and is to be billed according to another agreement separate from this contract;

WHEREAS, Applicant has made payment to the County in the full amount of said

negotiated fee (\$17,950. total)

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 Expanded Initial Study, including entering into an agreement for services with said Consultant. Said agreement by and between County and Consultant shall be attached hereto as Exhibit "A" and by reference made a part thereof.

The Applicant shall provide the Consultant with whatever background information is needed to complete the report within 10 days of the starting date specified on Page 1 of this agreement.

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 Expanded Initial Studies.

If, in the opinion of the County, additional copies of the Expanded Initial Study are necessary to provide adequate copies for public review, the County shall print such copies and the applicant shall reimburse the County for the actual cost of printing.

Upon satisfactory completion of the preparation and review of said Expanded Initial Study, County shall pay from said funds the above mentioned Consultant fee and bill the applicant the appropriate fee for review and processing.

The County shall furnish Applicant with a copy of said Expanded Initial Study.

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. County shall also retain reimbursement for staff costs incurred prior to said date of termination (based upon hours spent). County shall reimburse 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

BY Phil Bates

Alvin James  
Planning Director

Phil Bates  
HPH Properties, LP

Date \_\_\_\_\_

Date 5-19-00

Approved As To Form

By: [Signature]

County Counsel

Date 6.9.00

Exhibit A: Consultant Contract

EIR-ApplicBates.wpd/pln453

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 4

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

FROM: Planning (Dept.) 0278 (Date)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 Denise Duffy Associates, 947 Cass St., Monterey, CA 93940 (Name & Address)
- The agreement will provide for the preparation of an Expanded Initial Study (IS) to supplement the Environmental Impact Report prepared for the Santa Cruz Gardens #12 project.
- The agreement is needed to cover the costs and scope of work for preparing the Initial Study
- Period of the agreement is from June 13, 2000 to June 30, 2001
- Anticipated cost is \$ 17,956.00 (Fixed amount; ~~Monthly payments~~)
- Remarks: Cost paid by project applicant. No cost to County.
- Appropriations are budgeted in 135454 (Index#) 3655 (Subobject) ~~1324~~

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

Appropriations are available and have been allocated. No. C092114 - Date 6/8/00  
~~are not~~

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Ailam 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).  
County Administrative Officer

Remarks:

\_\_\_\_\_  
(Analyst) BY \_\_\_\_\_ Date \_\_\_\_\_

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
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 \_\_\_\_\_

\_\_\_\_\_  
19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk



Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 27th day of June 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **DENISE DUFFY ASSOCIATES**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **Expanded Initial Study for Santa Cruz Gardens #12 as described in Scope of Work in Exhibit A.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Not to exceed \$17,956 per Project Schedule and Budget shown in Exhibit B.**

3. TERM. The term of this contract shall be: **From June 27, 2000 (date of Board approval) to June 30, 2001.**

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. Due to any negligence on the part of the CONTRACTOR, the CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S negligent performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and

Independent Contractor Agreement  
Santa Cruz Gardens #12 Subdivision  
Preparation of an Expanded Initial Study

0280

requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_/\_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_/\_\_\_\_\_

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit. This insurance coverage shall not be required of both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here \_\_\_\_\_/\_\_\_\_\_

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail

Independent Contractor Agreement  
 Santa Cruz Gardens #12 Subdivision  
 Preparation of an Expanded Initial Study

0281

coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County Planning Department  
 Attn: Fiscal  
 701 Ocean Street Room 418  
 Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County Planning Department  
 Attn: Fiscal  
 701 Ocean Street Room 418  
 Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

Independent Contractor Agreement  
Santa Cruz Gardens #12 Subdivision  
Preparation of an Expanded Initial Study

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

Independent Contractor Agreement  
Santa Cruz Gardens #12 Subdivision  
Preparation of an Expanded Initial Study

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NON-ASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR 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. CONTRACTOR 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.

11. 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.

12. EXHIBITS. This Agreement includes the following exhibits:  
**Exhibit A - Scope of Work**  
**Exhibit B - Project Schedule and Budget**


0284

Independent Contractor Agreement  
Santa Cruz Gardens #12 Subdivision  
Preparation of an Expanded Initial Study

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ


By:   
For: Denise Duffy Associates  
Address: 947 Cass Street, Suite 5  
Monterey, CA 93940

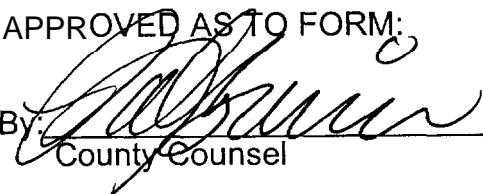
By: \_\_\_\_\_  
ALVIN D. JAMES  
Planning Director

Telephone: 831-343-4341

2. APPROVED AS TO INSURANCE:

3. APPROVED AS TO FORM:

By:   
Risk Management  
6-16-2000

By:   
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

**EXHIBIT A**

0285

Consultant Contract to Prepare an Initial Study

**Revised  
Scope of Work for the  
EXPANDED INITIAL STUDY  
for the  
SANTA CRUZ GARDENS SUBDIVISION UNIT #1 2**

**May 17, 2000**

Prepared for  
**COUNTY OF SANTA CRUZ**

Submitted by  
**DENISE DUFFY & ASSOCIATES, INC.**  
947 Cass Street, Suite 5  
Monterey, CA 93940  
(831) 373-4341  
(831) 373-1417 facsimile

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## 1 .0 INTRODUCTION

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### 1.1 PROJECT OVERVIEW

The County of Santa Cruz (the County) has requested Denise Duffy & Associates prepare a proposal for the Santa Cruz Gardens Subdivision Unit #12. The project consists of preparing supplemental information in the form of an Expanded Initial Study (Expanded IS) for the Revised Draft Environmental Impact Report (EIR) and Final EIR. Specifically, the project proponents wish to develop a 10 unit residential subdivision rather than a 21 unit residential subdivision considered in the EIR as the proposed project. The project site is located in the Live Oak area in Santa Cruz County, on the north side of Highway 1 between the cities of Santa Cruz and Capitola.

DD&A will review the previous documentation on the project, including, but not limited to the RDEIR, FEIR, and the Habitat Mitigation Plan prepared by Biotic Resources Group. This will allow DD&A to complete tasks outlined in the scope, which are required by the County and are necessary for the completion of the Expanded IS.

### 1.2 DD&A TEAM

In addition to the Denise Duffy and Associates, Inc. (DD&A) team members, we propose to include Bill Davilla of Ecosystems West on this project. The DD&A brings the following to this project:

- In addition to a strong local knowledge and expertise, the team represents decades of experience in the area and brings the ability to prepare all required elements of the environmental analysis.
- The DD&A team possesses broad experience in planning for community facility projects and environmental impact analysis. DD&A recently prepared the Draft EIR for the Mount Hermon Conference Center and team members are well-acquainted with issues related to planning in Santa Cruz County.
- In addition to members of our team having performed a variety of planning and environmental studies for projects in Santa Cruz County and adjacent areas, we have worked closely together on similar projects in the past. DD&A have had a consistent role as a prime, coordinating teams on previous projects in the area.

### 1.3 APPROACH TO THE ANALYSIS

We have reviewed the applicable materials for the Santa Cruz Gardens Subdivision Unit #12 Expanded Initial Study. Members of the DD&A team have recently conducted similar planning and environmental studies for other environmental projects. We will draw upon this experience, combined with our knowledge of the area, to address the key issues associated with this study.



The key project issues surrounding the Santa Cruz Gardens Subdivision Unit #12 are the requirements for updated biological data and field surveys, particularly in regard to new listings of species since the previous EIR was conducted. Additionally, the revised project reduces the level of impacts of many of the impacts cited in the EIR and in essence, provides a new project alternative (very similar to the mitigated project alternative identified in the previous EIR). This requires a full analysis in an Expanded Initial Study format to document the reduction project impacts and to compare the different levels of impact between the previously proposed project and this mitigated project alternative. Other issues to be covered include updating information regarding site and regional conditions, and identifying new service requirements and constraints, if any. The scope of work describes DD&A's approach to meet the needs of the County for technical environmental planning services.

DD&A and the project team will review all existing information prior to beginning work on the project. We will meet with County staff to confirm our understanding of the key issues, our approach and to obtain all technical baseline reports prepared for the previous EIR and other existing studies which could provide information for the environmental analysis, as key elements of the study involve existing documentation and research. The team will utilize this and other available information to the maximum extent, however, the approach to this analysis is clearly site-specific. Direct impact analysis based upon the project impacts and a clear assessment of mitigations will be developed. The site-specific project analysis required for this project are discussed in **3.0 Scope of Work**.

The analysis will be prepared in accordance with provisions of CEQA Guidelines. Impact analysis and mitigation approaches will be prepared in consultation with local, regional, State and federal agencies that have review regulatory permitting and approval roles in the outcome of the Santa Cruz Gardens Subdivision expansion. Technical analysis will be summarized in terms useful for agency and public review and so that the Expanded Initial Study will be an effective tool for decision-makers (County Planning Commission, Board of Supervisors, and regulatory agencies).

#### 1.4 PROJECTMANAGEMENT

Denise Duffy, DD&A Principal, will be responsible for contract administration, project management and scheduling to ensure the efficient implementation of the Expanded Initial Study. As principal of DD&A, Denise Duffy will provide a leadership in carrying out the project management goals. The primary tasks of Project Manager, Gary Halsey, include coordination of project tasks, scheduling of tasks, monitoring, and reporting of progress. Mr. Halsey will also be responsible for integration and coordination of the biological resources, impact analysis and mitigation monitoring program.

Each team member will be assigned tasks, and the team effort will be coordinated continuously by the assigned DD&A project manager. DD&A will regularly provide internal schedules to the County and monitor critical milestones to ensure prompt receipt of required information. The two primary aspects of project management, task integration and control, will ensure the scheduled completion of all tasks,

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## 2.0 TEAM CAPABILITIES/QUALIFICATIONS

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### 2.1. OVERVIEW

In this section, we present our team experience on jobs similar to the proposed project, and our team personnel and their proposed roles in the project. Additional information, including resumes for team members, is on file with the County of Santa Cruz.

### 2.2. CONSIDERATION OF TEAM CAPABILITIES

Several criteria and technical qualifications have been deemed necessary for successful completion of the Expanded Initial Study. The DD&A team brings a combination of excellent planning knowledge to the project as well as practical technical expertise in their respective fields. We believe our submittal and project experience clearly demonstrates our team's strength, a combined level of experience and local knowledge, including:

- Experience with preparation of environmental studies and procedures, including experience with preparation of Expanded Initial Studies, master plan EIRs and General Plan EIRs;
- Demonstrated technical expertise in the disciplines required by the County;
- CEQA experts, with a local understanding of issues and a track record of legally-defensible EIRs;
- Excellent record of successful coordination of integrated teams and project management;
- Comprehensive understanding of relevant land use and environmental constraints and their regulatory framework, particularly in the Santa Cruz County area;
- Responsiveness to client needs and flexibility in meeting them;
- Knowledge of the needs and concerns of the County and the local community.

The skill and competence requirements of this project are fully met by our project team's qualifications and combined experience, as well as the firm's overall record of project management, reliability, performance, and business ethics and integrity.

### 2.3 OVERVIEW OF PROJECT TEAM

The DD&A team has the practical experience and technical knowledge to address the environmental issues associated with the proposed project. The combined team members represent decades of specialized experience in educational facility planning, environmental analysis, residential/ commercial/industrial development, land use and water planning, and organizational, resource and environmental studies.

**Team Capabilities/Qualifications**

The DD&A team consists of the following team members:

*Denise Duffy & Associates, Inc. (DD&A), Prime EIR Consultant;  
Ecosystems West Consultant Group, Biology Consultant*

The following section summarizes the qualifications and experience of the DD&A team.

**DENISE DUFFY & ASSOCIATES, INC.**

*PRIME ENVIRONMENTAL CONSULTANT*

As a land use planning and environmental consulting firm, Denise Duffy & Associates, Inc. (DD&A) provides services in site development, government studies, and environmental assessment. DD&A specializes in the preparation of environmental documentation in local region compliance with professional standards and legal requirements. DD&A is located in Monterey California and has been providing environmental services for over 17 years.

DD&A will serve as the prime consultant responsible for the overall management and preparation of the Expanded Initial Study for the development project. The specific responsibilities of DD&A staff assigned to the proposed development project are described below.

**Denise Duffy**, firm principal, will act as Principal-In-Charge. Ms Duffy, with over 20 years experience in EIR preparation in the local region is highly experienced in managing complex, controversial, multi-disciplinary projects.

**Gary Halsey**, Principal Environmental Scientist, will serve as Project Manager for this project. Mr. Halsey has served as Project Manager on numerous EIRs for Santa Cruz County since 1990, and is currently Project Manager for the Mount Hermon Conference Center Master Plan EIR, which is in its final stages. Prior to coming to DD&A, Mr. Halsey served as Project Manager for the Santa Cruz Gardens #12 EIR, as originally proposed by the applicant.

These team leaders bring excellent local knowledge to the project as well as practical technical expertise in their respective fields.

**ECOSYSTEMS WEST CONSULTING GROUP**

*Biology Consultant*

**William Davilla**, Principal and Senior Botanist, has 20 years of management and field experience with botanical and interdisciplinary studies covering a spectrum of biological in both the public and private sectors. Mr. Davilla is experienced with NEPA/CEQA projects and has designed, implemented, and supervised vegetation surveys, habitat characterizations, rare plant studies, riparian studies, impact assessments and monitoring programs throughout California.

**Roy E. Buck**, Senior Botanist, has worked as a botanist since 1983, conducting rare plant and endangered species surveys throughout California and the West. Dr. Buck also has considerable

field-based knowledge of California plant communities. Dr. Bucks experience includes both quantitative vegetation sampling and rare plant surveying throughout Nevada, Oregon, and California, particularly the Great Basin, the San Joaquin Valley, the central and southern Coast Ranges.

### 3.0 WORK PROGRAM

#### 3.1 WORK PROGRAM OVERVIEW

After initial project review and appropriate consultation, the DD&A team will prepare the technical studies for the Expanded Initial Study. The DD&A team will prepare an Administrative Draft Expanded Initial Study using text, maps, and figures. Upon review by the County, we will prepare a Screen-Check Draft and then Draft Expanded Initial Study, incorporating corrections received from the County. The Draft Expanded Initial Study will be provided to appropriate agencies and individuals for the public review period. Subsequent to the mandatory public review period, DD&A will provide an Administrative Draft Response to Comments document for review by the County. After this review, we will prepare the Screen-Check Draft Final Expanded Initial Study. The Final Expanded Initial Study (EIA) will include the Response to Comments as an appendix to the EIA.

#### WORK PROGRAM BY TASK

Task No.	Task
1	Project Management, initiation of Project and Document Review
2	Field inspections
3	Technical Investigations
4	Prepare Administrative Draft and Screencheck Draft Expanded initial Study
5	Prepare Draft Expanded Initial Study
6	Prepare AD Expanded initial Study Response to Comments Prepare Screencheck Expanded initial Study Prepare Final Expanded initial Study
7	Prepare Mitigation Monitoring Program
8	Attend Public Hearings

**Work Program****3.2 WORK PROGRAM****◆ Task 1: Project Management, Initiation of Project and Document Review**

Denise Duffy & Associates, Inc. (DD&A) team, led by Principal-in-Charge Denise Duffy, and Project Manager, Gary Halsey, will be responsible for project management. These tasks include directing staff assignments, environmental impact investigations and report preparation, and being responsible to the County for schedule, budget and delivery of prompt, high quality products. This task includes initiating the project through subcontractor communication and authorization.

During this task, DD&A will also obtain pertinent reports, begin review of relevant documents and conduct interviews with resource agency representatives. Additional background information regarding the proposed project will be collected.

**◆ Task 2. Field Inspection**

DD&A will be responsible for initiating the process by conducting a site visit, however, we will advise the County prior to the site visit in case the County Representative chooses to accompany our staff. We will also discuss the project with appropriate representatives, as directed by the County. Prior to the field meeting, DD&A will review the background documents prepared for the site. County Staff and project representatives will be contacted to identify additional background information regarding the study effort, key resource issues and the permitting process for the project. In addition, DD&A will coordinate with the County to clearly define the project, schedule, critical milestones, paths of communication, and responsibilities.

**◆ Task 3: Conduct Technical Investigations**

Bill Davilla of Ecosystems West will assist DDA by conducting the biotic review of the DEIR and FEIR and associated report prepared for Santa Cruz Gardens Subdivision Unit #12. The tasks described below include review and revision of the previous project proposal to reflect a reduction from a 21 unit project to a 10 unit project including the Habitat Mitigation Plan prepared by Biotic Resources Group; and review of the RDEIR and FEIR to determine if biotic analysis requires update or additional survey. Proposed Tasks also include a site inspection to update site conditions; update and review of current political status of special-status species known to occur on the property.

**◆ Task 4: Prepare Administrative Draft Expanded Initial Study and Screen-Check Expanded Initial Study**

DD&A will prepare the Administrative Draft Expanded Initial Study (Expanded Initial Study) and Screen-Check Draft based on the Scope of Work developed by the County and also discussed herein. After County review of the Expanded Initial Study, a Screen-Check Draft Expanded Initial

Study will be provided for County staff review. We will use the County's Initial Study format.

This Expanded Initial Study will use maps and graphics to adequately present setting and impact information and to support the impact analysis. DD&A will use graphics, tables and charts to present environmental setting and impact information in a concise, understandable manner.

### **Project Description**

As part of this task, a Draft Expanded Initial Study Project Description will be prepared and submitted to the County for review and comment. This will insure a common understanding of the project for all subconsultants and provide an early review product to the County. The Expanded Initial Study will provide a description of the new revised project proposal (10 dwelling units), based on information provided by the applicant and County. The required County permits and responsible agency approvals under applicable local, state and federal statutes will also be identified. The project description will include the location, project objectives, existing and proposed improvements on the site, and relevant site history. This section will describe and illustrate with plans, tables, photographs, and other graphics, all aspects of the project.

### **Environmental Setting, Impacts, and Mitigation**

DD&A will conduct a comprehensive environmental impact assessment investigating the issues required by CEQA, described within this scope of work. This Expanded Initial Study will be prepared in conformance with CEQA and all other applicable environmental law and regulations.

A discussion of the updated existing conditions will be included in the environmental setting section, as needed. The Expanded Initial Study will cite the current significance criteria used to determine the level of impact for each environmental issue, based on CEQA requirements, current legal standards, case law, and professional practice. The significance criteria will be updated from that used on the RDEIR to conform to recent changes in CEQA requirements.

The main purpose of the Initial Study is to review the previous documentation and to determine if the evaluation of impacts is still adequate and if previously specified mitigation measures continue to be appropriate. As necessary, the Expanded Initial Study will clearly identify impacts and their level of significance, based on the revised significance criteria, if applicable. For those sections requiring new analysis and updates, the Expanded Initial Study will establish the framework for the evaluation of 1) impact significance before and after mitigation, 2) the feasibility and effectiveness of proposed mitigation measures, and 3) any impacts that may result from implementation of mitigation measures. DD&A will also provide a comprehensive listing of impacts and mitigation measures, including those applicable from the RDEIR.

**SCOPE OF WORK FOR TOPICAL AREAS OF THE EXPANDED INITIAL STUDY****Biological Resources**

The Expanded Initial Study will describe any changes to the biological resources on the project site from that described in the RDEIR and assess project impacts, based on the biological studies to be prepared by Ecosystems West.

The following is a summary of the proposed task from Ecosystems West:

*Sub-Task 1:* We will review the previous RDEIR, FEIR, and Habitat Mitigation Plan for consistency with current status of special-status biotic resources and to identify the need for updating or acquisition of additional biotic data for the Expanded Initial Study. This data review will include Agency contact and other new information subsequent to the FEIR survey results and reports.

*Sub-Task 2:* Following the completion of our review of existing reports and data, we will conduct a project site assessment to determine if present site conditions are reflective of previous EIR characterization and location of known special-status species (i.e., Santa Cruz tarplant, Gairdner's yampah). We will review previous mapping of these resources in relation to the most recent revised project footprint. The site visit will most likely be too late to document the location of Ohlone tiger beetle since it is nearing the end of its flight season. We will consult with knowledgeable individuals, in particular Dr. Richard Arnold to identify the where this species occurs on site.

*Sub-Task 3:* We will review the current status of special-status species documented in the Santa Cruz Gardens area to update the descriptions and listing status, particularly for Ohlone tiger beetle and Santa Cruz tarplant (both listed subsequent to the FEIR).

**◆ Task 5: Prepare Draft Expanded Initial Study**

DD&A will submit two (2) copies of the administrative draft Initial Study to the County. The Initial Study will be adequate to provide the factual and analytical basis for the additional documentation needed to supplement the existing EIR. DD&A will prepare an Initial Study checklist, based on discussion with County staff and resource agency personnel, site inspection, existing information contained in local sources, maps prepared for the site, technical analysis from our subconsultant identified above, the previous EIR, and our extensive library of resources and knowledge of the area.

DD&A will provide a summary of the information used to reach conclusions on the significance of potential environmental impacts. For each item in the Initial Study checklist that is not checked as A No Impact, @ DD&A will provide a determination based upon available analysis in the RDEIR

**Work Program**

whether the impact has already been adequately covered in the previous RDEIR. If the impacts and Mitigation Measures are unchanged from the RDEIR, we will reference this section from the document rather than do a re-analysis. If additional analysis is required, DD&A will provide a brief explanation of the extent of the potential environmental impact and recommended feasible mitigation measures adequate to reduce the impact to a less-than-significant level.

Per Section 15063 of CEQA Guidelines, the Initial Study will include a brief identification of the following:

- a brief description of the project, including its location;
- an identification of the environmental setting in the vicinity of the project site, as it exists before commencement of the project, from both a local and regional perspective;
- an identification of the environmental effects of the project using an environmental checklist, including brief narrative supporting the conclusions identified in the checklist. The explanations may reference another information source through citation to the document by page or pages where the information may be found;
- recommended feasible mitigation measures, as necessary;
- determination of consistency with local plans and zoning; and
- the names of the report preparers and bibliography.

The analysis will determine whether these issues are already adequately covered in the RDEIR and only focus on areas requiring additional analysis. The primary issues to be analyzed in the Initial Study include:

- Impacts to biological resources identified on the site;
- Impacts of disturbance of the site due to construction;
- Traffic impacts to neighboring streets;
- Noise impacts to the residential neighborhood during the construction period;
- Visual impacts from development of new buildings;
- Service impacts from delivery of services to the site;
- Potential growth inducement or cumulatively significant impacts.

To aid the reader of this document, DD&A will provide a comprehensive listing of impacts and corresponding mitigation measures from the RDEIR and any new mitigation proposed, in one single location. DD&A will review comments from County staff and update the Screen-Check Draft Expanded Initial Study in response to these comments. DD&A will update the document as requested and provide one hard copy and an electronic version (on disk) of the Draft Expanded



## Work Program

Initial Study to County for public distribution.

◆ **Task 6: Prepare Responses to Comments and Final Expanded Initial Study**

Following the required public and agency review and comment period, DD&A and Ecosystems West will review the written and oral comments received on the Draft Expanded Initial Study and discuss the responsibilities and strategies for preparing responses with County staff. Attendance at a public meeting during the Draft Expanded Initial Study public review period is not included in this task.

DD&A will prepare an Administrative Draft Final Expanded Initial Study and Screen-Check Final Expanded Initial Study that responds to comments on the Draft Expanded Initial Study and outlines any changes to the Draft Expanded Initial Study. DD&A will confer with County staff to discuss the comments on the Administrative Draft Final Expanded Initial Study and will revise the document to respond to the comments and prepare a Screen-Check Final Expanded Initial Study. The Screen-Check Final Expanded Initial Study will be submitted to County for review and comment.

The Response to Comments Addendum in conjunction with the separately bound Draft Expanded Initial Study will constitute the Final Expanded Initial Study. After confirmation with the County, DD&A will provide one hard-copy and an electronic version (on disk) of the Final Expanded Initial Study and deliver them to County for public distribution. If changes are made to the Initial Study these will be identified by strike out and underline.

Per our budget, there is only a limited amount of time allotted for response to comments. Therefore, an add-on will be requested if this time needs to be expanded.

◆ **Tasks 7 & 8: Mitigation Monitoring Program and Public Hearings**

DD&A will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA guidelines. DD&A will follow all applicable guidelines with respect to form and content for this program. A draft outline of an MMRP will be submitted to County for review and comment, prior to preparation of the final MMRP. Additionally, DD&A will be available to answer any questions regarding the Final Expanded Initial Study to the County at a public hearing as an optional task (Task 8). Attendance at public hearing will be provided only if requested by the County at least three weeks prior to the scheduled hearing. If attendance is not provided, there will not be a charge for this task.

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**E X H I B I T B**

Consultant Contract to Prepare an Initial Study

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## 4.0 PROJECT SCHEDULE AND BUDGET

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### 4.1 SCHEDULE

The services required to analyze the proposed project and previous project materials have been outlined in the scope of services of this proposal. The schedule proposes delivery of an Administrative Review Expanded Initial Study within 45 days from receipt of contract documents from the County and proposed project plans.

### 4.2 BUDGET

The tasks required to prepare the Expanded Initial Study for the proposed project have been outlined in the scope of work. The costs for preparation of the Expanded Initial Study, by task, are detailed below **BUDGET**. The fees required to complete the above-described scope of work are detailed as follows and are based on fee schedules on file with the County.

#### Denise Duffy & Associates

Task No.	Task	
1	Project Management, Initiation of Project and Document Review	\$2,000
2	Field Inspections	\$700
3	Technical Investigations	\$200
4	Prepare Administrative Draft and Screencheck Draft Expanded Initial Study	\$4,900
5	Prepare Draft Expanded Initial Study	\$800
6	Prepare AD Expanded Initial Study Response to Comments Prepare Screencheck Expanded Initial Study Prepare Final Expanded Initial Study	\$2,800
7	Prepare Mitigation Monitoring Program	\$2,000

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0297

Project Schedule and Budget

8	Attend Two Public Hearings	\$800
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<b>DD&amp;A Total staff</b>	.....	<b>\$ 15,000.00</b>
Ecosystems Total	.....	. 2,215.00
<b>DD&amp;A Administrative Fee (10%)</b>	.....	<b>\$221 .00</b>
<b>Expenses(copying/misc)</b>	.....	<b>520.00</b>
<b>TOTAL BUDGET</b>	.....	<b>\$ 17,956.00</b>

Please note that this budget does not include completion of any public notices.