



# County of Santa Cruz

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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

October 4, 2000

Agenda: October 24, 2000

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060

### WATSONVILLE SLOUGHS CONSERVATION AND ENHANCEMENT PLAN

Dear Members of the Board:

As you may recall, on November 2, 1999 your Board approved an agreement in the amount of \$200,000 with the State Coastal Conservancy for the preparation of a resource assessment and conservation and enhancement plan for the Watsonville Sloughs. The Planning Department was designated as the local lead agency for the management of a consultant contract for preparation of the plan and for actively soliciting local community participation throughout the process. Your board was informed that a consultant services contract for the preparation of the plan would be brought to your Board for approval at a later date.

#### Project Background

The project study area includes the entire watershed for the Watsonville Sloughs System. This watershed encompasses approximately 13,000 acres which include a mix of urban, industrial, rural residential, agricultural and open space areas. The slough system is a network of approximately 800 acres of coastal salt marsh, seasonal wetlands, brackish and freshwater emergent marsh and riparian communities. The wetland area is composed of six major branches: Watsonville Slough, Harkins Slough, Hanson Slough, Struve Slough, West Branch of Struve Slough and Gallighan Slough.

The grant funding provides for the development of a comprehensive plan that identifies specific measures for the long-term protection and enhancement of the natural resources within the Watsonville Sloughs Watershed in recognition of agricultural and other land use needs.

#### Project Process:

A Steering Committee was formed to provide a working group to assist the County in coordinating the preparation of the plan and to coordinate representatives from local

jurisdictions and the agricultural and environmental communities. Steering Committee members are identified in Attachment 1. Community participation is extremely important to the success of this project as it will facilitate later implementation of the plan. The Steering Committee has been actively soliciting individuals from the community to participate on an ad-hoc Community Advisory Committee which will provide additional input as to the direction and content of the plan throughout its development.

The process to be followed for developing the plan is as follows:

- Characterize the historical and present biological and physical resources of the sloughs and surrounding uplands
- Analyze the relationship between the resources and land uses in the watershed
- Develop a list of opportunities for enhancement and protection that recognize existing land use constraints
- Prioritize the projects recommended for implementation

The Steering Committee has held two public meetings (March 29, 2000 and June 1, 2000) to introduce the project and solicit comments on a draft framework for the plan. Using this input, Planning Department staff with assistance from the Steering Committee created a Request for Proposals which was noticed and distributed to a wide assortment of consulting firms. Of the five proposals received, the Steering Committee selected three for further evaluation through an interview process.

Upon completion of the consultant interviews and further refinement of the scope of work, the Planning Department recommends that your Board approve an Independent Contractor Agreement with Mitchell Swanson Hydrology and Geomorphology in the amount of \$176,000 for the preparation of the Watsonville Sloughs Conservation and Enhancement Plan (Attachment 2).

### Recommendations

It is therefore RECOMMENDED that your Board take the following actions:

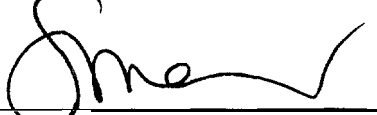
- (1) Approve the attached independent contractor agreement with Mitchell Swanson Hydrology and Geomorphology for an amount not to exceed \$176,000 for the preparation of the Watsonville Sloughs Conservation and Enhancement Plan; and
- (2) Authorize the Planning Director to execute the agreement on behalf of the County, including any amendments to the scope of work and timeline.

Sincerely,



ALVIN D. JAMES  
Planning Director

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

Attachments:     1) Steering Committee membership list  
                         2) Proposed Independent Contractor Agreement (ADM-29)

cc:     State Coastal Conservancy  
         Watsonville Sloughs Watershed Resource Planning Project Steering Committee

ADJ/DB:714

## WATSONVILLE SLOUGHS RESOURCE PLANNING PROJECT

**STEERING COMMITTEE MEMBERSHIP**

Donna Bradford, Resource Planner IV	SANTA CRUZ COUNTY PLANNING DEPARTMENT
Doug Coty, Water Program Coordinator	PAJARO VALLEY WATER MANAGEMENT AGENCY
Bob Geyer, Assistant Public Utilities Director	CITY OF WATSONVILLE
Patsy Heasley, Project Manager	STATE COASTAL CONSERVANCY
Cheryl McGovern, Wetlands Grant Coordinator	U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 9
Dick Nutter	SANTA CRUZ COUNTY FARM BUREAU
Traci Roberts, Watershed Coordinator	SANTA CRUZ COUNTY RESOURCE CONSERVATION DISTRICT
Jim Van Houten	WATSONVILLE WETLANDS WATCH

0231

Contract No. \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and **SWANSON HYDROLOGY & GEOMORPHOLOGY**, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result:  
**Preparation of the Watsonville Sloughs Watershed Conservation and Enhancement Plan. See Scope of Services - Exhibit A; made part of this agreement by reference.**

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

**The Contractor shall be paid for results satisfactorily accomplished under the terms of this Agreement in accordance with the budget specified in Exhibit B: made part of this agreement by reference. Total amount not to exceed \$176,000.**

3. **TERM.** The term of this contract shall be:  
**October 24, 2000 through December 31, 2001. Contract to be placed on list of continuing agreements for FY 2001-2002.**

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.** 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 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 taxes).

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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 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 \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY       *W*      .

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 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  
Attn: Bettie Shackelford  
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  
Attn: Bettie Shackelford  
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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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.

- 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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.



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 than 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. NONASSIGNMENT. 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. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

**Exhibit A - Scope of Services and Budget**

**Exhibit B - Budget**

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

## 1. CONTRACTOR

By: 

Mitchell Swanson

Address: 115 Limekiln StreetSanta Cruz, CA 95060Telephone: (831) 427-0288

## 4. COUNTY OF SANTA CRUZ

By: \_\_\_\_\_

Planning Director

## 2. APPROVED AS TO INSURANCE:

By: 

Risk Management

Date: 10.12.00

## 3. APPROVED AS TO FORM:

By: 

County Counsel

Date: 10.17.00

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

**Watsonville Sloughs Watershed Resource Conservation and Enhancement Plan**

0237

**Scope of Services between County of Santa Cruz and Swanson Hydrology & Geomorphology****Purpose**

The purpose of this scope of services is to specify consultant services required to complete a watershed resources enhancement and conservation plan for the Watsonville Slough watershed. An overall goal is to develop a strategic vision for the future that sustains natural resources within the watershed alongside varied and expanding land uses. The plan will consider a number of resource issues including native plant and wildlife habitat, wetlands functions, drainage control, water quality, urbanization and agricultural use. It is anticipated that the plan will feature management measures and multi-benefit projects to enhance and protect natural and water resources. Beside specific construction projects, other measures could include best management practices (BMPs) to promote greater compatibility between land use and natural resources, and other measures or programs to conserve resources. The plan will be developed through close coordination with the community and specific interest groups.

**Participants****Client Team**

County of Santa Cruz Planning Department - Donna Bradford  
California State Coastal Conservancy - Patsy Heasley

**Steering Committee**

Donna Bradford  
Resource Planner  
Santa Cruz County Planning Department

Doug Coty Water Program Coordinator  
Pajaro Valley Water Management Agency

Bob Geyer  
City of Watsonville

Patsy Heasley  
Project Manager  
Coastal Conservancy

Cheryl McGovern  
US EPA, Region 9

Dick Nutter  
Santa Cruz County Farm Bureau

Traci Roberts Watsonville Sloughs Watershed Coordinator

Jim Van Houten Watsonville Wetlands Watch

### **Watershed Coordinator**

Traci Roberts - Santa Cruz County RCD

### **Consultant Team**

#### **Prime Consultant -**

Swanson Hydrology & Geomorphology (SH&G) will be the Prime Consultant  
Mitchell Swanson - Hydrology, Geomorphology, Civil Engineering,  
Planning  
John Dvorsky - Hydrology, Geomorphology, GIS Specialist

#### **Subconsultants**

Biotic Resources Group - Kathy Lyons: Plant Ecologist  
Dana Bland & Associates - Dana Bland Terrestrial Wildlife and  
Amphibians  
Don Alley & Associates - Don Alley Fisheries and Aquatic Resources  
David Strong Associates - David Strong Economics  
VB Agricultural - Vanessa Bogenholm - Agricultural Consultants

### **Task 1: Develop Existing Watershed Conditions Database**

The objective of this task is to develop a working understanding of how current Slough conditions developed geologically and historically and how hydrologic and physical conditions affect natural resources.

### **Subtask 1.1 Characterization of Historical Conditions and Changes**

The consulting team will assemble a spatially referenced time series of historic aerial photos. Historical and current photo sets and maps of the region will be reviewed and mapped to determine the original extent of the slough system, erosion and sedimentation problems, reclamation activities, channelization and land use development. The relationship between the historical and current distribution of wetlands and uplands will be documented and displayed in successive overlays of time periods. Key hydraulic structures will be mapped, documented and entered into GIS database. Hydrologic changes associated with reclamation will be postulated. The effects of historic peat mining will be documented as well as recent urban encroachments.

To estimate historic wildlife habitat conditions, the biotic and wildlife team members will assess the California Natural Diversity database (RareFind) and other sources (e.g. California Native plant Society, Watsonville Wetlands Watch) regarding the potential and actual occurrences of special status species and/or habitats within the project area. Additionally, the consultant team will gather historic accounts and confer with other local biologists for incidental sighting of rare, threatened or locally unique species/resources in the project area. A series of maps will be prepared depicting changes in habitat types since 1853 when the first detailed map was prepared. Other map data such as historical soils maps and anecdotal information will be compiled. Existing data on the biological resources in project area and surrounding areas will be reviewed as a basis for understanding of historical and existing conditions and understanding of the region-wide implications of any future recommended Enhancement objectives (e.g., 1995 AMBAG report).

### **Subtask 1.2 Characterization of Existing Conditions**

#### **Physical Conditions: Hydrology and Geomorphology**

Existing physical conditions will be documented using existing information supplemented with new data collected at key sites. The purpose will be to develop relations between wetland hydrology, geomorphology, vegetation occurrence and aquatic habitat.

No detailed topographic data exists other than coverage of limited areas. Detailed topographic data will be collected at key points as part of this study at locations such as key hydraulic control structures and/or where enhancement projects could occur. The Santa Cruz County GIS staff will provide consultant with a digital copy of the 1 O-meter Digital Elevation Model DEM with watershed-wide coverage. Soils data will be derived from USDA soils surveys.

Data collection will focus on obtaining key pieces of hydrologic data including wetland hydroperiod (the spatial and temporal characteristics of inundation); watershed hydrology (the quantity and distribution of water in the surface and subsurface) and hydraulics (the characteristics of flow in channels and marshes). These data will be used to correlate vegetative and habitat conditions to land/water interactions. The approach will be a combination of data collection:

- 1) Collect water surface elevation data using continuously recording gages at key points of interest. A budget for five recorders has been developed including gage purchase, maintenance, downloading and data compilation. Hydrologic data will also be collected during keys hydrologic events (i.e. storms, low flow) to document circulation and inundation levels.
- 2) Topographic surveys will be conducted at key locations where local hydraulic conditions are important to understanding the slough hydrology and/or where enhancement projects could take place. Topographic data shall be collected to the extent possible given: 1) the objective of developing “conceptual plans” and 2) available project resources. Detailed 1-foot contour maps usually required for restoration construction projects would be prepared in a phase subsequent to this

project (i.e. preparation of construction plans and specifications part of construction phase).

- 3) Basic water quality data will be collected periodically as opportunities arise during field monitoring to document basic parameters (temperature, dissolved oxygen, salinity, conductivity, pH). We estimate six field survey periods during the project and will take measurements when water level recorders are serviced.

Key physical elements, including but not limited to bridges, roads, storm drains, tidal dams, levees and ditches, will be mapped on aerial photographs, documented in the field to the extent possible and added to the GIS database. Soils, geology and faults will be mapped as resources and existing data allow. Erosion sites and sediment sources will be mapped from aerials and land surveys.

A water quality database will be assembled in the GIS system using data from previous studies and newly collected data from this project. All resources will be compiled and added, including existing databases.

### **Vegetation and Wildlife Habitat**

Current aerial photos of the project area will be reviewed to ascertain the type and distribution of vegetation types. The available aerial photos will be examined to determine which existing set best serves the purpose. The selected aerial photograph will be used as a base GIS layer upon which information will be added. Habitat types, plant communities, land uses, and hydrologic features within the area will be mapped and depicted as a GIS map layer. The mapping from aerial photos will be refined through field checking at publicly accessible locations as described below.

The distribution of plant communities within the watershed area of the Sloughs will be documented and mapped by the biological consultants. Using aerial photo interpretation and ground truthing, Kathy Lyons of BRG will document the distribution of the major

plant community types and, with assistance from Dana Bland, link them to wildlife habitats. Habitat types are expected to include, at a minimum brackish water marsh, salt marsh freshwater marsh, grassland, coastal scrub, coyote brush scrub, and riparian woodland.

Habitats identified during the aerial photo review will be ground-truthed during the field reconnaissance surveys. Occurrences of known and/or suitable habitat for special status species, sensitive habitats, as well as migration corridors for wildlife, will be the focus of the field reconnaissance surveys. These resources will be depicted on GIS-derived project base maps. Areas of concern may be problem areas prioritized for enhancement or existing valuable habitat areas to be preserved/managed. Examples of sensitive habitats known or with potential to occur within the project area watersheds include brackish and freshwater marshes, grasslands supporting special status species, grasslands and coastal scrub buffer areas and riparian woodlands.

### **Special Status Species**

The project area will be evaluated for the known occurrence and potential for special status species (listed rare, threatened and endangered species and sensitive habitats). Plant and animal species identified as occurring in the region, as documented in RareFind, CNPS records and other reports, will be searched for in the field. Special status species will include those listed by Federal or State agencies (e.g., Santa Cruz long-toed salamander, California red-legged frog, steelhead, Santa Cruz tarplant), species of special concern (e.g., yellow warbler), List 1B plant species as well as locally unique features. Habitats of importance will also be identified. Known occurrences (based on previous data, observations and/or CNDDDB records) as well as potential habitat will be demarcated onto the GIS-based maps.

The project area will be evaluated for the known occurrence and potential for invasive, non-native species. Plant and animal species identified as occurring in the region and as observed during field reconnaissance surveys will be identified and depicted in a GIS-



layer. Examples for species to be identified include: bullfrog, pampas grass, brooms, poison hemlock, acacia, and german and other ivy.

Vegetation and habitat conditions will be examined in relationship to hydrologic and land use changes.

### **Aquatic and Fisheries Habitat**

Don Alley will compile and review existing data on fisheries and aquatic habitat within the Slough system. This would result in a species list, including rare, threatened and endangered species. Dr. Jerry Smith of San Jose State conducted limited seining surveys in 1990 as part of the Pajaro River Lagoon Management Plan. Besides that, very few field surveys have been conducted. Tidewater Goby is known to occur within the Watsonville Slough system; habitat for this species can be approximated through field examination and consideration of hydrologic data, if desirable surveys will be conducted at suitable sites to determine presence. The aquatic habitat data will be added as a GIS layer.

Mr. Alley will examine physical hydrologic data and vegetative factors to determine habitat factors necessary for enhancement and conservation.

### **Land Use and Public Access**

Land use-mapping depicting urban, industrial and agricultural uses will be drawn from current aerial photography added to the vegetative mapping. In addition, cultural resources and public access will be mapped from existing sources and added as GIS layers. Existing Public access will be mapped for comparison with land ownership.

VB Agricultural will develop an assessment of agricultural uses, past present and future. A broad overview of agricultural land use, land ownership and leasing, and economics will prepared for various sub-regions of the watershed (i.e. Beach Road, Harkins and Struve Sloughs). Problems identified by agricultural users that bear upon natural and

water resources of Watsonville Slough will be enumerated in an overall sense and at specific areas of interest. VB Agricultural will collect this data through existing information and through contacts in the agricultural community. VB Agricultural will attend specific focus workshops where agricultural issues are pertinent. VB will coordinate with Swanson Hydrology and the Watershed Coordinator to help collect and compile information and to help organize focus workshops. VB will help identify opportunities for cooperative partnerships for multi-benefit projects involving enhancement and restoration. VB will provide a written report regarding agricultural issues and potential opportunities.

Strong Associates will prepare a broad level analysis of land use economics (Agricultural, urban) for the watershed. Factors such as losses due to conflicts with natural processes (flooding drainage water quality, etc.) will be examined. Mechanisms for valuing non-market values of wetlands and implemented watershed plan (i.e. recreational values, avoided regulatory actions, etc.) will be examined in coordination with other members of the consultant team.

### **Subtask 1.3 GIS Analysis**

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The Consultant Team shall prepare GIS maps and analyses as necessary to accomplish planning tasks and to develop enhancement strategies. All relevant data shall be added to the GIS database including but not limited to those features described in the RFP including historical data, soils, infrastructure, historic slough locations, biological data, parcel maps and land ownership. The GIS analyses shall be driven by the specific needs of Plan to meet plan goals. The Consultant Team shall coordinate the format of the GIS database with the County of Santa Cruz GIS staff. It is anticipated that the consultant team will compile and digitize hydrology, vegetation, water quality and habitat maps. The County GIS personnel shall provide at a minimum aerial and 10-meter DEM topographic base maps, Assessor's parcel and road layers. It is anticipated that the County of Santa Cruz GIS team will produce some analysis maps which will be identified in Task 4. Final map preparation will be a joint effort of SH&G and County GIS staff.

### **Subtask 1.4 Identify Additional Studies**

Compilation of existing data and consideration of the project goals could create a need for new data. At this juncture, topographic and hydrologic data are probably inadequate for some purposes and we are already investigating options. Baseline monitoring data may be required for projects yet unknown. Some of this may be GIS data, but some may not. As soon as feasible, the Consultant Team will prepare a recommendation for addition data. The most important measure of whether the new data is justified is whether it is essential to meet the Plan's goals.

**Products:** The historical and existing conditions studies covering topics listed and discussed above shall be compiled into an existing conditions document. This will include supplemental maps, charts, tables photographs and graphs. This shall be distributed in draft form then finalized and become a technical appendix to the Enhancement Plan. It is envisioned that the Enhancement Plan will be a concise document readable to decision makers and laypersons; detailed information would be available in the Technical Appendices. The GIS database elements and maps can be made available over the internet or on CD-ROM (downloadable .PDF files).

### **Task 2: Conduct Focus Workshops, Community Advisory and Steering Committee Meetings**

Concurrent with Task 1, Task 2 will proceed with a series of community workshops and meetings aimed to integrate community concerns into the plan. These meetings will be organized, conducted and documented as a collaborative effort between the Consultant Team, the Santa Cruz County Resource Conservation District Watershed Coordinator and County of Santa Cruz. The meetings will be as follows:

- 1) Five two hour Focus Workshops with Specific Demographic and Geographic Groups (Concurrent with Task 1)
- 2) Four Community Advisory Meetings (Concurrent with Tasks 1, 3, 4 and 5)
- 3) Six Steering Committee Meetings (Concurrent with all tasks)

Mitchell Swanson will be the primary meeting facilitator. The SCCRCD Watershed Coordinator will assist in organizing and documenting the focus workshops (mailing lists, participant organization, meeting room setup); the watershed Coordinator will assist in documenting the Community Advisory Meetings. Santa Cruz County shall provide assistance in organization and documentation of meetings. A summary of meeting results shall be compiled after each meeting and circulated to the client team and the steering committee for review. Swanson Hydrology shall finalize the summary after comments are received. Various members of the subconsultant team will attend meetings when appropriate. The workshop summaries will be posted in the project web page.

The Focus Workshops would occur in the early phases of the project (December 2000 through February 2001) and will collect information regarding problem identification, surveys for information and setting objectives.

Four Community Advisory Meetings will be held as follows unless modified by the client team:

- 1) after compilation of information from the focus workshops (approximately March, 2001), with the purpose to introduce existing conditions, present the enhancement plan structure and development process, present the results of focus workshops, receive community feedback, and to present and receive feedback on a preliminary set of goals and objectives;
- 2) During Task 3 with the purpose of presenting Opportunities and Constraints for the overall enhancement plan and projects and to gain support for alternative development criteria (Task 3);
- 3) During Task 4, the Identification of Potential Alternatives to present and receive comment on developed alternatives and to present draft plan recommendations (Task 5; May 2001);
- 4) During Task 6 and after release of public plan to collect and address comments for preparation of the final plan (September 2001).

The Steering Committee Meetings will be organized by Santa Cruz County and held once every two months on average between November 2000 and November 2001.

The Consultant Team in coordination with the Client Team, Steering Committee and Community Advisory Committee will establish a set of Enhancement Plan Goals and Study Objectives. These may be subject to revision as the Plan process proceeds, however, they are necessary as a starting point. Goals of the Conservation and Enhancement Plan will be developed to address solutions to identified problem areas as much as possible to the benefit of native vegetation, wildlife and fish. Study Objectives would likely include developing the data necessary to implement projects and apply for environmental permits.

**Products:** 1) Records and Summary of each meeting results (written notes, audio and video recordings). 2) A Enhancement Plan Goals and Study Objectives statement will be prepared in a memoranda report form; a draft version shall be submitted, reviewed and finalized. The memoranda will become a chapter in the final Enhancement plan.

### **Task 3 - Analysis of Stresses, Opportunities and Constraints**

#### **Subtask 3.1 Physical, Social and Economic Conditions**

Stresses (i.e. factors that cause degraded conditions), opportunities and constraints related to physical, social, economic and/or regulatory conditions and the project goals will be developed. Specific problems will be defined and documented. Key issues will be hydrologic needs of habitat and wildlife and water quality protection and flood control needs of surrounding land uses. Economic analysis is an essential component to this assessment.

#### **Subtask 3.2 Environmental Resources**

Problems that currently occur in the project area will be identified. Possible stresses on the slough system include: spread of invasive, non-native plants species, inadequate setbacks/ buffer between land uses and sensitive habitats, fragmentation of habitats and migration corridors, discontinuous vegetative cover along riparian corridors, degradation of sensitive species habitat and erosive/substrate conditions that are not conducive to vegetation establishment/wildlife habitat Enhancement. The wildlife and fisheries biologists will identify general problems that may impact the local fauna, such as existing barriers to fish passage, slope instability that may contribute to erosion and sedimentation of the Sloughs, and gaps in wetland and riparian corridor density and integrity. Opportunities for enhancement for stressed areas will be identified, and may include removal of invasive species, reestablishment of native vegetation to restore connectivity with off-site habitat corridors, improvement of hydrologic conditions through drainage modifications and/or earthwork and expansion of habitat and buffer areas in reclaimed lands in a manner compatible with current land use

### **Subtask 3.3 Land Use and Public Access**

The Consultant Team will analyze opportunities and constraints related to land use, zoning infrastructure and public access. These will be related and considered with habitat enhancement, resource management, water supply and resource management and other factors.

**Products:** An opportunities and constraints report shall be prepared in draft and final form by the Consultant Team through the Client Team and Steering Committee. The report would become a chapter in the final Enhancement Plan.

### **Task 4 - Identification of Potential Enhancement and Protection Alternatives**

Using the available data generated in Tasks 1, 2, and 3 the consultant team will work with the biologists to identify critical areas, solutions and alternatives for implementation resource protection and enhancement actions. The entire Consultant Team will identify

physical, engineering, land use and economic strategies for establishing feasible habitat protection and restoration with multiple benefits for other concerns, such as agriculture , agencies and the community.

As described above, the alternatives will likely be a compilation of management measures, specific restoration projects, programs and other actions. These must be described and assessed for impacts and benefits on an individual and cumulative basis. The Consultant Team, the Client Team and the Steering Committee will prepare a matrix of the individual Enhancement Plan elements versus Enhancement Plan Goals for analysis. Unknown factors will be presented as possible limitations, such as funding sources, or unknown pollutant sources and remediation costs; these will be defined with recommended measures to improve understanding for decision makers.

**Products:** 1) A draft and final “alternatives considered and preferred alternative” document shall be prepared by the Consultant Team working with the Steering Committee and Client Team.

## **Task 5 - Recommendations For Enhancement and Protection**

### **Subtask 5.1 Recommended Habitat Enhancement Projects and Measures**

The Consultant team will identify specific projects and management measures that are most beneficial, based on the analysis in Task 4 and willing landowners. The projects will likely incorporate landowner benefits and may draw resources from other agencies and programs. An implementation strategy will be developed for each project and management measures.

Site specific hydrologic enhancement and revegetation projects for restoration of degraded habitat areas will be developed, including conceptual plans for earthwork, construction, revegetation and hydraulic structures. Overall guidelines for revegetation for different habitat types and plant communities will be identified with typical details for

revegetation (e.g., detail of container stock installation, willow cutting installation, willow brush layering), maintenance requirements (e.g., short-term irrigation, weeding, removal of invasive, non-native plant species) and monitoring guidelines (e.g., percent survival, vegetative cover).

Target hydrologic functioning will be defined for each specific project. These must be related to plant community and habitat objectives. Operations and maintenance measures would address natural resource factor and will likely be tied to drainage facilities management and agricultural operations. The plans must have credible engineering logic and local institutions must have the resources to implement and maintain the projects.

### **Subtask 5.2 Environmental Compliance and Permitting Issues**

The plan will include a discussion of the necessary federal, state, and local permits required for implementation of the enhancement alternatives identified in Task 5.1. Examples of permits, which may be required, include a 404 permit from the U. S. Army Corps of Engineers, California Department of Fish and Game 160 I-03 Streambed Alteration Agreement, and consultation with U. S. Fish and Wildlife Service and National Marine Fisheries Service regarding federally listed species and designated critical habitat.

### **Subtask 5.3 Implementation Strategy**

The enhancement alternatives identified in Task 5.1 will be prioritized using a balance of considerations including: steering committee and community advisory committee input, biotic habitats critical to the survival of special status species, economic viability and landowner cooperation. Priority projects involving construction will be developed to a conceptual level. Any additional studies necessary for preparation of detailed design of enhancement will be identified. The strategy for implementation will include a proposed schedule and preliminary cost estimates.



**Products:** Draft and Final Enhancement Measures Report describing projects, best management practices, policies, land acquisition strategies and to the extent feasible a set of enhancement projects, developed to the conceptual level (30 to 50% completed). The report shall include a written summary of regulatory and permitting issues, CEQA initial studies prepared by County of Santa Cruz Staff, for the overall enhancement plan (programmatic) and the set of enhancement projects. An implementation plan will be developed to provide direction for implementing the management measures.

### **Task 6 - Preparation of Watershed Conservation and Enhancement Plan**

The Watershed Conservation and Enhancement Plan will be a concise document on the order to 40-50 pages and will be targeted to the decision maker and layperson audience. It will be supported by technical appendices and will include the elements listed above encompassing the requirements of the RFP.

The anticipated Enhancement Plan Chapters are as follows:

- Executive Summary
- Problem Statement and Plan Goals
- Study Methodology used to Develop Plan
- Physiographic and Biological Setting
- Opportunities and Constraints Analysis
- Alternatives Considered and Selection of Preferred Alternative
- Description of Enhancement Plan
- Implementation Plan and Environmental Review Process

Technical Appendices will be developed to provide backup data and information in more detail for those who desire deeper understanding. The technical appendices shall also provide the details and technical basis for environmental review and permitting.

**Subtask 6.1 Prepare Draft Conservation and Enhancement Plan**

The Conservation and Enhancement Plan will be prepared in administrative and public draft versions by the consultant team. It is anticipated that the client team and Steering Committee will review and approve the Administrative Draft and that the Steering Committee and Community Advisory Committee will review and adopt the Final Public Draft. As described above, the Enhancement Plan will be a concise document; the technical appendices will contain detailed information.

**Subtask 6.2 Prepare Final Conservation and Enhancement Plan**

The final plan will be prepared after administrative and public review. A master copy and a digital copy shall be provided to client.

**Products:** Administrative, public draft and final enhancement plan reports and appendices in paper and digital format.

# EXHIBIT B

0253

WATSONVILLE SLOUGHS WATERSHED			
Tasks	RESOURCE ENHANCEMENT PLAN		
		Amount	
1	Develop Watershed	\$62,360	
	Conditions Database		
2	Workshops Meetings	\$18,560	
3	Stresses		
	Opportunities & Constraints	\$9,760	
4	Enhancement Alternatives	\$19,760	
5	Recommendations	\$18,240	
6	Prepare Plan	\$27,520	
	Total Labor		\$156,200
	Total Expenses		\$19,800
	Total		\$176,000

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 2

0254

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 Santa Cruz County Flood & Water Conservation District - General (Agency)  
and Mitchell Swanson Hydrology and Geomorphology (Name & Address)  
115 Limekiln Street, Santa Cruz, CA 95060
- The agreement will provide for the preparation of the Watsonville Sloughs Conservation and  
Enhancement Plan.
- The agreement is needed because the County cannot provide this service.
- Period of the agreement is from October 17, 2000 to June 30, 2001
- Anticipated cost is \$ 176,000. (~~XXXXXXXXXXXXXXXXXXXX~~ Not to exceed)
- Remarks: to be placed on continuing agreements list for 2001-2002
- Appropriations are budgeted in 135462 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. \_\_\_\_\_ Date \_\_\_\_\_  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
B Y \_\_\_\_\_ 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 Santa Cruz County Flood  
& Water Conservation District. (Agency).

Remarks:

SS (Analyst)

B Y GM Date 10/17/00

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - 36  
Co. Admin. Officer - Conroy  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

ADM - 29 (6195)

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