

PROCEEDINGS OF THE BOARD OF DIRECTORS  
COUNTY OF SANTA CRUZ  
FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 MEETING  
WATSONVILLE CITY COUNCIL CHAMBERS  
250 MAIN STREET

7:30 P.M.

April 17, 2001

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- A. Roll Call
- B. Consideration of Late Additions
- C. Additions and Deletions

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- 1. ORAL COMMUNICATIONS - The Board will receive Oral Communications following completion of all other items on the Agenda. Any person may address the Board during its Oral Communications period. Presentations must not exceed five minutes, must be directed to an item not listed on today's Agenda, and must be within the -jurisdiction of the Board. Board members will not take action or respond immediately to any Oral Communications presented, but may choose to follow up at a later time, either individually, or on a subsequent District Agenda.
- 1.1 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, approve an agreement with Moore Iacofano Goltsman, Incorporated for consulting services relative to the Pajaro River Reconstruction Project in the amount of \$50,000 contingent upon conformation of agreement with Monterey County: approve a Memorandum of Understanding with Monterey County to support the public meeting process convened by Congressman Sam Farr; adopt a resolution accepting and appropriating revenue in the amount of \$25,000 from Monterey County to support this action: approve the submission of a grant application to the Coastal Conservancy in the amount of approximately \$350,000; authorize the County Administrative Officer to sign any resulting grant award(s) and an agreement with Northwest Hydrology to provide the technical support referenced in the grant, if successful; and direct staff to return with the necessary financing documents to implement these actions



# County of Santa Cruz

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## FLOOD CONTROL AND WATER CONSERVATION DISTRICT - ZONE 7

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH  
DISTRICT ENGINEER

### AGENDA: APRIL 17, 2001

April 16, 2001

BOARD OF DIRECTORS-ZONE 7  
SANTA CRUZ COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
701 Ocean Street  
Santa Cruz, CA 95060

SUBJECT: PÁJARO RIVER FLOOD CONTROL PROJECT  
PUBLIC PROCESS MEETING FACILITATOR

Members of the Board:

On March 20, 2001, your Board considered a report on the status of the Pájaro River Levee Reconstruction Project. As part of that consideration, your Board scheduled a special Zone 7 Board meeting for today in order to consider actions necessary to begin the implementation of a public meeting process.

In an effort to secure funding for this process, a meeting was convened by staff from Assembly Member Fred Keeley's office with the California Coastal Conservancy staff. At that meeting, possible Coastal Conservancy funding for the public process was discussed. The general understanding as a result of the meeting was that the Coastal Conservancy would be an appropriate source to provide funding for specified aspects of the public process. This process will necessitate the use of an engineering consultant for hydraulic modeling and biological survey work as well as a public process meeting facilitator.

The estimated cost for engineering and biological survey services is approximately \$250,000. It is anticipated that there will be a substantial amount of biological survey and hydraulic analysis necessary to answer all of the "what if" scenarios that will be generated as a result of public meetings.

The estimated cost for public meeting facilitation services is approximately \$150,000. Monterey County and Santa Cruz County staff have discussed an equal cost sharing of this expense. A revision to the existing memorandum of understanding with Monterey County is attached. This agreement is under review by Monterey County and will reflect both counties' agreement to jointly pursue and fund the public process. We also plan to discuss equitable cost sharing with Monterey County to consider how to proportion each county's contribution to the project to account for previous expenditures and tributary factors.

In order to meet the tight **timeline** dictated by this process, Monterey County staff agreed to an initial contribution of \$25,000 to begin the process. An equal contribution from Santa Cruz County will make available \$50,000 for the initial phases of the public process.

Congress Member Sam **Farr** has scheduled the first public meeting for the evening of April 19, 2001, at 7:30 p.m. at the Watsonville City Council Chambers. To meet this time frame, Santa Cruz and Monterey County initiated discussions with the planning and design firm of Moore, Iacofano and Goltsman, Inc. This company is a highly regarded planning and design firm that has extensive experience in facilitating public meetings for flood control projects.


Attached for your consideration is a contract in the amount of \$50,000 to begin the public process. It is proposed that Santa Cruz County would act as the contract administrator and fund the overhead expense. The total scope of work is divided into five phases. This initial contract will only cover phases one and two of the process. Funding for this future work will need to be identified by both counties as well as pursuing the anticipated funding from the California Coastal Conservancy. The estimated **timeline** for the process is six months. Also included in the proposal is the use of bilingual (English/Spanish) materials and facilitators or translators. Funding for phase one and two is available in the Zone 7 budget, with half of the cost being funded by Monterey County.

It is therefore recommended that the Zone 7 Board of Directors take the following action:

1. Approve the attached phase one and two contract with Moore, Iacofano and Goltsman, Inc., in the amount of \$50,000 to provide services for the public meeting process contingent upon approval of a memorandum of understanding and receipt of funds from Monterey County and authorize staff to make minor modifications to address any concerns which are raised by Monterey County and authorize the District Engineer to sign the agreement.
2. Approve in concept the attached addendum to the memorandum of understanding with Monterey County to support the public meeting process convened by Congress Member Sam Farr and authorize staff to make minor modifications to address concerns which are raised by Monterey County and authorize the Chairperson of the Board of Directors to sign it on behalf of the District.
3. Adopt the attached resolution accepting unanticipated revenue in the amount of \$25,000 from the Monterey County Water Resources Agency.

4. Approve the attached grant application and scope of work in the amount of \$350,000 and authorize the Department of Public Works to submit the proposal to the California Coastal Conservancy.
5. Adopt a resolution of support for the grant application to the California Coastal Conservancy.
6. Authorize the District Engineer to sign any resulting grant award(s) and an agreement with Northwest Hydraulic Consultants, Inc., to provide the technical support referenced in the grant application.
7. Direct Public Works to return to the Board with the necessary financing documents to implement these actions.

Yours truly,

  
THOMAS L. BOLICH  
District Engineer

BHT:mg

RECOMMENDED, FOR APPROVAL:



For

County Administrative Officer

copy to: Zone 7 Board of Directors  
Carlos J. Palacios, Manager, City of Watsonville  
Monterey County Administrative Office  
Monterey County Water Resources Agency  
Santa Cruz County Planning Department  
Santa Cruz County Public Works

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 17TH day of APRIL 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MOORE, IACOFANO AND GOLTSMAN, INC., 800 HEARST AVENUE, BERKELEY, CA 94710, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TO PROVIDE PUBLIC FACILITATION AND OUTREACH FOR A PUBLIC MEETING PROCESS FOR THE PAJARO RIVER FLOOD CONTROL PROJECT.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: PROGRESS PAYMENTS NOT TO EXCEED \$50,000 FOR PHASE ONE AND TWO.

3. TERM. The term of this contract shall be: BOARD APPROVAL TO JUNE 30, 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 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, reasonable 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 a 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 CONTRACTORS 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 \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY - \_\_\_\_\_/\_\_\_\_\_.

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:

THOMAS L. BOLICH, DISTRICT ENGINEER  
SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
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:

THOMAS L. BOLICH, DISTRICT ENGINEER  
SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060

7. EOUAL 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, pregnancy, sex, sexual orientation, age (over 18), veteran status 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, 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, pregnancy, sex, sexual orientation, age (over 18), veteran status, 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 40 12) 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 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. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. 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.

13. 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.

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments:  
ATTACHMENT 1, PROPOSAL.

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

COUNTY OF SANTA CRUZ

C O N T R A C T O R  
MOORE, IACOFANO AND  
GOLTSMAN, I-NC.,

By: \_\_\_\_\_  
District Engineer

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

Address:  
800 HEARST AVENUE  
BERKELEY, CA 947 10.

APPROVED AS TO FORM:

Telephone:(5 10) 845-7549  
FAX:\_\_\_\_\_  
E-MAIL\_\_\_\_\_

By: \_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Santa Cruz County Public Works  
Monterey County Water Resources Agency

BHT:mg

BD\_LTR.WPD

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PAJARO RIVER FLOOD PROTECTION COMMUNITY PLANNING PROCESS

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**A. PRELIMINARY SCOPE OF SERVICES**

The following document describes the Moore, Iacofano, and Goltsman Inc. Team's proposed scope of services for the Pajaro River Flood Protection Project Facilitation and Public Outreach. This preliminary scope is based upon the Moore, Iacofano, and Goltsman Inc. Team's current understanding of the goals and objectives for this project. It is our intention to work with Monterey and Santa Cruz County staff to tailor this work plan and associated costs to best meet the needs and resources of the Project sponsors.

The Project will involve the Project Sponsors, hydraulic modeling consultants, the US Army Corps of Engineers, Monterey and Santa Cruz Counties, and project area residents, businesses, and agricultural interests.

This preliminary scope of services is divided into five (5) phases spanning a 6 month timeframe. It is our understanding that the Project Sponsors, Santa Cruz and Monterey Counties, have requested a Phased Scope of Work and will be committing the first \$50,000 for Phases 1 and 2 now (Task Order # 1), with commitment to future phases once the Community Planning Process is underway.

The goal of the following Phased Planning Process is to produce a refined and hydraulically sound Community Flood Protection Concept Plan (Concept Plan) to be incorporated into the Pajaro River Levee System Reconstruction Project of the US Army Corps of Engineers. This planning process will be designed to provide the level of detail necessary for inclusion of the Concept Plan as a key alternative in the Corps of Engineers draft General Reevaluation Report (GRR) and draft Environmental Impact Statement (EIS) for the Pajaro River Flood Protection Project which are expected to be completed in December, 2002

The Phases include:

**Phase 1: Project Organization and Initiation**

**Phase 2: Identification of Project Goals, Major Planning Issues, Opportunities and Constraints**

**Phase 3: Development, Analysis, and Evaluation of Project Design Options**

**Phase 4: Preparation of Concept Plan**

**Phase 5: Presentation, Review, and Approval of Concept Plan**

**PHASE 1: PROJECT ORGANIZATION, INITIATION AND MANAGEMENT**

**Subtask 1.1 Working Group #1: Project Initiation Meeting**

The Moore, Iacofano, and Goltsman Inc. Team will meet with the Working Group and Project Team staff to review the work program and ensure that timing, responsibilities and objectives are clearly understood; establish coordination and logistical procedures; and refine desired outcomes for the process.

The Working Group structure includes Santa Cruz and Monterey County staff, technical consultants, and Corps of Engineers staff. This structure will be finalized during this project initiation meeting. The Working Group will meet throughout the project to oversee the project, review results from outreach activities, and develop the Concept Plan.

**Subtask 1.2 Prepare Public Process Structure & Schedule**

Based on the project initiation meeting, the Moore, Iacofano, and Goltsman Inc. Team will prepare a Community Planning Process Plan that outlines the schedule, structure, public outreach activities, and coordinating relationships for the Community Planning Process. The Moore, Iacofano, and Goltsman Inc. Team will produce a detailed process diagram that can be used to chart progress and illustrate the sequence and timing of project activities.

**Subtask 1.3 Ongoing Project Meetings and Project Management**

The Moore, Iacofano, and Goltsman Inc. Team will meet or hold conference calls with Project Team staff throughout the project to monitor and coordinate project activities and progress; plan and prepare for next steps in the process; and resolve any issues that may arise.

**Subtask 1.4 Mailing and E-Mail List Management**

The Moore, Iacofano, and Goltsman Inc. Team will assist Project staff in development and maintenance of a database for mailing/distributing meeting notices and e-mail communication to community organizations, Resource Agencies, Working Groups, Stakeholders, and Project Sponsors. Moore, Iacofano, and Goltsman Inc. will work with Project Team staff to help identify additional key stakeholders, interest groups and organizations, and community residents who should be included. Local media contacts will also be included. Additions will be made to the list during the course of the project using sign-in sheets collected at public meetings.

All printing and mailing costs will be borne by the Project Sponsors.

**Subtask 1.5 Bi-Lingual Project Information and Facilitation Services**

All stakeholder meetings will utilize translators or bi-lingual facilitators. Project information will be prepared in both English and Spanish. Not all printed information prepared in English will necessarily be translated into Spanish, but will depend upon the unique needs of the Spanish-speaking target audience. Special outreach to the Spanish speaking community will be conducted as outlined in Task 2.2.

**PHASE 2: IDENTIFICATION OF PROJECT GOALS, MAJOR PLANNING ISSUES, OPPORTUNITIES, AND CONSTRAINTS**

**Subtask 2.1 Project Area Field Reconnaissance and Base Mapping**

The Moore, Iacofano, and Goltsman Inc. Team will review existing conditions of the project area in the field. Using existing GIS maps, the Moore, Iacofano, and Goltsman Inc. Team will develop a project area base map for use during Working Group and Stakeholder Meetings.

**Subtask 2.2 Stakeholder Interviews and Focus Groups**

The Moore, Iacofano, and Goltsman Inc. Team will conduct one-on-one interviews with key stakeholders so they may speak candidly about the project and their specific concerns. The interviews will be used to identify community intent, issues of concern, the potential for consensus building, and areas of agreement or disagreement related to the flood protection project.

The Moore, Iacofano, and Goltsman Inc. Team will conduct up to three (3) focus group meetings with selected participants in the project area to elicit specific issues and concerns related to the Flood Protection project. The purpose of the focus groups will be to address planning and design issues specific to Watsonville and Pajaro residential communities, business and agricultural interests

**Subtask 2.3 Working Group Meeting #2: Preliminary Goals and Issues**

The Moore, Iacofano, and Goltsman Inc. Team will conduct a second meeting with the Working Group to prepare for the first Stakeholder meeting. Based on the results of the field reconnaissance and stakeholder interviews and focus groups, the Working Group will identify preliminary goals and issues to be presented to the Stakeholders for further discussion and input.

**Subtask 2.4 Stakeholder Meeting #1**

The purpose of the first Stakeholder Meeting is to present the planning process, structure and purpose, issues, and work program to all sectors of the community and obtain input and ideas in an interactive setting. Stakeholders will include the 42 stakeholders initially identified by Congressman Sam Farr's office and will add members as additional key stakeholders are identified. Stakeholder meeting dates will be scheduled to assure broad community-wide access.

All Stakeholder meetings will be noticed and open to the general public.

This task involves the following subtasks:

**Meeting Preparation**

The Moore, Iacofano, and Goltsman Inc. Team will work with Project Team staff and the Working Group before each of the five (5) Stakeholder meetings to define the objectives for the meetings and strategize the content and structure. The Moore, Iacofano, and Goltsman Inc. Team will prepare agendas and comment sheets for each meeting.

## **Presentation Materials and Exhibits Preparation**

The Moore, Iacofano, and Goltsman Inc. Team will work with Project Team staff and appropriate technical consultants to prepare and assemble materials for presentation and reference at the Stakeholder meetings. The Moore, Iacofano, and Goltsman Inc. Team will also prepare a PowerPoint presentation that describes the project background and illustrates key project issues, opportunities and constraints. This presentation will be updated throughout the project.

## **Meeting Facilitation**

Moore, Iacofano, and Goltsman Inc. will provide facilitation and graphic recording to document the discussion at each meeting. Moore, Iacofano, and Goltsman Inc. uses a technique called "facilitation graphics" that combines the skills of a professional facilitator with graphic note-taking.

## **Meeting Summaries**

Moore, Iacofano, and Goltsman Inc. will prepare written summaries of the Stakeholder meetings, highlighting key findings and issues based on participant discussion, comment sheets, and the wallgraphics.

### **Subtask 2.5 Concept Plan Framework Document**

The Conceptual Plan Framework will put technical information into a simple format that describes goals, objectives, project acceptance criteria and design elements that address the acceptance criteria for use in guiding Phase 3. Input obtained to date from the Working Group meetings, stakeholder interviews, focus groups, and Stakeholder Meeting # 1 will be synthesized into this report. The report will include images, illustrations, text, and maps to describe the project. The Framework will evolve over the life of the Community Planning Process as the Concept Plan emerges.

— END OF TASKORDER #1 —

### **LOCAL SPONSOR SUPPORT STAFF:**

THIS SCOPE OF WORK ASSUMES THAT LOCAL SPONSOR SUPPORT STAFF ARE ASSIGNED TO THE COMMUNITY PLANNING PROCESS TO WORK WITH MOORE, IACOFANO, AND GOLTSMAN INC. ON A CONTINUOUS BASIS. IDEALLY, THERE WILL BE AT LEAST ONE LOCAL SPONSOR STAFF PERSON DESIGNATED AS PROJECT MANAGER ON A FULL-TIME BASIS WITH ADEQUATE CLERICAL SUPPORT TO HANDLE MAILINGS AND MAINTAIN A DATABASE OF COMMUNITY PLANNING PROCESS PARTICIPANTS.

THE DEVELOPMENT AND MAINTENANCE OF A STAKEHOLDERS PARTICIPANT CONTACTS DATA BASE WILL BE THE RESPONSIBILITY OF LOCAL SPONSOR STAFF, WITH ASSISTANCE PROVIDED BY MOORE, IACOFANO, AND GOLTSMAN. WE HAVE FOUND FROM PRIOR COMMUNITY PLANNING PROCESSES THAT THE ALLOCATION OF NECESSARY RESOURCES FOR THIS TASK IS OFTEN UNDERESTIMATED, BUT THE NEED FOR AN EFFICIENT MAILINGS AND CONTACTS SYSTEM IS A CRITICAL ELEMENT TO THE SUCCESS OF THE PROCESS.

**PHASE 3: DEVELOPMENT, ANALYSIS, AND EVALUATION OF PROJECT DESIGN OPTIONS**

**Subtask 3.1 Working Group Meeting #3: Review Conceptual Plan Framework**

Moore, Iacofano, and Goltsman Inc. will facilitate Working Group Meeting #3 to review the results of the first Stakeholder meeting, achieve consensus and agreement on the Conceptual Plan Framework, and discuss next steps for Phase 3 and 4 to proceed. The Moore, Iacofano, and Goltsman Inc. Team. will work with Project Staff to develop a range of project design options for consideration by the Stakeholders at Stakeholder Meeting #2.

**Subtask 3.2 Stakeholder Meeting #2**

The purpose of the second Stakeholder meeting is to engage stakeholder participants in an interactive discussion about project design options. The Moore, Iacofano, and Goltsman Inc. Team and Working Group presenters will use graphics, illustrations, and maps to convey project ideas and obtain feedback.

**Subtask 3.3 Working Group Meeting #4: Refine Project Design Options**

Conceptual Project Design Options will be refined based upon input received at Stakeholder Meeting #2.

**Subtask 3.4 Stakeholder Meeting #3**

The purpose of the third Stakeholder Meeting is to continue to engage stakeholder participants in an interactive discussion about project design options. The Moore, Iacofano, and Goltsman Inc. Team and Working Group presenters will use graphics, illustrations, and maps to convey project ideas and obtain feedback.

**Subtask 3.5 Project Design Options Report**

The Moore, Iacofano, and Goltsman Inc. Team will prepare a document describing the range of design options along with comments and suggestions offered by the Working Group and Stakeholder members. The report will build on the Concept Plan Framework document as the community Concept Plan begins to emerge from the Stakeholder Meetings.

**PHASE 4: PREPARATION OF CONCEPT PLAN**

**Subtask 4.1 Working Group Meeting #5: Review Project Design Options**

The Moore, Iacofano, and Goltsman Inc. Team will facilitate Working Group #5 to revisit the Project Design Options and discuss preferred options for development into the draft Concept Plan.

**Subtask 4.2 Staff Sessions to Develop Draft Concept Plan**

The Moore, Iacofano, and Goltsman Inc. Team will work with Project Staff and appropriate technical consultants to develop the draft Concept Plan for presentation to the Working Group and Stakeholders for comment and feedback.

**Subtask 4.3 Working Group Meeting #6: Review Draft Concept Plan**

The Moore, Iacofano, and Goltsman Inc. Team will facilitate Working Group Meeting #6 to review and discuss the draft Concept Plan in preparation for the fourth Stakeholder Meeting.

**Subtask 4.4 Stakeholder Meeting #4**

The Stakeholders and public will convene for the fourth time to review and discuss the draft Concept Plan.

**Subtask 4.5 Project Concept Plan Preparation**

The Moore, Iacofano, and Goltsman Inc. Team will produce a tabloid-style Pajaro River Community Flood Protection Concept Plan document. The document will be a visual rendering of the Concept Plan emerging from the planning process along with text. Based upon input received from the public process, the Moore, Iacofano, and Goltsman Inc. Team will produce a refined document prepared in language and graphics geared to local policy makers and public.

Detailed technical reports may accompany the Concept Plan in order to meet Corps of Engineers needs for purposes of the General Re-evaluation Report and EIS, but such technical write-ups will be prepared by the Counties, not Moore, Iacofano, and Goltsman Inc.

The Concept Plan and updated PowerPoint presentation will comprise the key deliverables at the end of Phase 4.

Printing and Distribution costs for the Concept Plan will be the responsibility of the Project Sponsors.



## **PHASE 5: PRESENTATION, REVIEW, AND APPROVAL OF CONCEPT PLAN**

### **Subtask 5.1 Working Group Meeting #7: Review Draft Concept Plan**

The Moore, Iacofano, and Goltsman Inc. Team will facilitate Working Group Meeting #6 to review and discuss the final Concept Plan in preparation for the fifth Stakeholder Meeting.

### **Subtask 5.2 Stakeholder Meeting #5**

The Stakeholders will convene for the fifth time to review and approve the final Concept Plan.

### **Subtask 5.3 Presentations**

The Moore, Iacofano, and Goltsman Inc. Team will work with Project staff to prepare and conduct key presentations about the project to city councils, Boards of Supervisors, and the general public at key points during the process using the project PowerPoint presentation and other presentation materials.

### **Subtask 5.4 Financial Strategies**

The Project Manager, Dave Dickson, will provide project financing assistance to the Project Sponsors. Moore, Iacofano, and Goltsman Inc. will research and present financial information to potentially affected commercial, residential, and agri-business land owners regarding various programs and financial incentives for flood easements available through Property 13 and other programs of the USDA, State Fish and Game and foundation funding. Consultation regarding how to deal with Corps of Engineers Policy issues that may affect local cost share for a revised locally preferred project plan will be provided as requested.

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## PRELIMINARY BUDGET

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The following presents the Moore, Iacofano, and Goltsman Inc. Team's budget associated with the scope of services for Phases I-5.

This budget reflects the level of effort required to successfully implement the scope based on our previous experience and current understanding of the project.

Professional time costs are based on the following hourly rate schedule:

Daniel Iacofano, Principal-in-Charge	\$175.00 per hour
David Dickson, Project Manager	\$135.00 per hour
Paul Tuttle, Urban Designer	\$135.00 per hour
Art/Communications Director	\$115.00 per hour
Deputy Project Manager	\$100.00 per hour
Project Associate	\$85.00 per hour
Project Assistant	\$65.00 per hour

Direct costs include the following reimbursable expenses:

- Communications expenses include long distance communications (telephone and telefax), shipping, messenger services, packing, postage and freight
- Travel expenses include mileage, parking, tolls, meals and miscellaneous associated costs
- Graphics/Production expenses include wallgraphic reproductions, graphic supplies, color printing, film or photographic processing, workshop supplies

<b>PHASE</b>	<b>ESTIMATED COST</b>
Phase 1: Project Organization and Initiation	\$14,000.00
Phase 2: Identification of Project Goals, Major Planning Issues, Opportunities and Constraints	\$36,000.00
<b>Total for Task Order #1</b>	<b>\$50,000.00</b>
Phase 3: Development, Analysis, and Evaluation of Project Design Elements	tbd
Phase 4: Preparation of Concept Plan	tbd
Phase 5: Presentation, Review, and Approval of Concept Plan	tbd

BEFORE THE BOARD OF DIRECTORS  
OF THE SANTA CRUZ COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT-ZONE 7  
STATE OF CALIFORNIA

RESOLUTION NO. \_\_\_\_\_

On the motion of Director \_\_\_\_\_  
duly seconded by Director \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the Santa Cruz County Flood Control and Water Conservation District Zone 7 is a recipient of funds from the MONTEREY COUNTY WATER RESOURCES AGENCY for the PAJARO RIVER FLOOD CONTROL PROJECT PUBLIC MEETING FACILITATOR program; and

WHEREAS, the District is a recipient of funds in the amount of \$25,000 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$25,000 into the Public Works Department

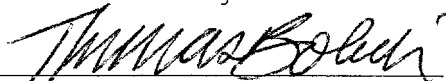
REVENUE				
T/C	INDEX NO.	SUBJECT NUMBER	ACCOUNT NAME	AMOUNT
001	6223 80	2384	OTHER REVENUE	\$25,000

and that such funds be and are hereby appropriated as follows:

EXPENDITURE					
T/C	INDEX NO.	SUBJECT	WA	ACCOUNT NAME	AMOUNT
021	6223 80	3590	26407	ARMY CORPS FLOOD CONTROL PROJECT	\$25,000

\*\*\*\*\*

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By   
Department Head

Date 4/16/01

COUNTY ADMINISTRATIVE OFFICER ~~AV~~ Recommended to Board

//Not Recommended to Board

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District Zone 7, State of California, this 0 day f, **2001**, by the following vote (requires four-fifths vote approval):

AYES: DIRECTORS  
NOES: DIRECTORS  
ABSENT: DIRECTORS

\_\_\_\_\_  
Chair of the Board

ATTEST: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

APPROVED  
AS TO ACCOUNTING DETAIL:

D. M. Rae 4-10-01  
Chief Assistant County Counsel

\_\_\_\_\_  
Auditor-Controller

Distribution: Auditor-Controller  
Public Works Department



# County of Santa Cruz

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## FLOOD CONTROL AND WATER CONSERVATION DISTRICT - ZONE 7

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 454-2160 FAX (831) 464-2385 TDD (831) 454-2123

THOMAS L. BOLICH  
DISTRICT ENGINEER

**DRAFT**

April 16, 2001

TERRI NEVINS  
STATE COASTAL CONSERVANCY  
1330 BROADWAY, SUITE 1100  
OAKLAND, CA 94612

SUBJECT: REQUEST FOR FUNDING FOR THE PUBLIC PROCESS RELATED TO THE PÁJARO RIVER LEVEE SYSTEM RECONSTRUCTION PROJECT; FUNDING REQUESTED: **\$350,000**

Dear Ms. Nevins:

The U.S. Army Corps of Engineers (Army Corps), working in partnership with two local co-sponsors - the Santa Cruz County Flood Control & Water Conservation District Zone 7, and the Monterey County Water Resources Agency, Zones 1 and 1 A, is currently in the planning and design process for enhanced flood protection for the Pajaro River levee system. The project area includes 11.5 miles of the main stem of the lower Pajaro River from the Rivermouth at Monterey Bay through upstream to Murphy's Crossing, and additionally includes 5 miles of tributary creeks within Santa Cruz County, extending five miles upstream from the Pajaro River confluence along Salsipuedes and Corralitos Creeks.

### **Problem Statement:**

The Pajaro River has sustained numerous major flood events since the levees were first built by the U.S. Army Corps of Engineers (Army Corps) in 1949. Major floods occurred in 1955, 1982, and 1986. In 1993 an Army Corps reconnaissance study found a positive benefit/cost ratio for a Salsipuedes/Corralitos Creek levee improvement project. The two most recent flood events occurred in 1995 and 1997. As a result of significant damage

incurred from the floods of 1995 and 1997, in 1998 an Army Corps section 2 16 Initial appraisal found a Pájaro River mainstem flood project to have a positive benefit/cost ratio based on revised economic analysis. Today, the Army Corps, in cooperation with Monterey and Santa Cruz Counties as its two local sponsors, is working on a General Re-evaluation Report to determine a flood control project design that is economically and environmentally feasible, as well as has local support for funding the necessary local match.

The Army Corps is required to conduct a public process in coordination with the local sponsors to gather input from the local community regarding the design for the flood control project. In order to achieve this, the local sponsors are initiating a public outreach plan. The Army Corps is a full participant in this process. Santa Cruz County Flood Control & Water Conservation District Zone 7, under authorization from it's local partner co-sponsor Monterey County Water Resources Agency, is the contract administrator for consulting services for a public process for the flood control project that encompasses public meetings and hydraulic, hydrologic, and biological analysis in support of the public meetings. The public process considers locally-preferred design elements for the flood control project and seeks to reach consensus among the diverse stakeholders in the local community.

The two local county project co-sponsors are expected to formalize their agreement to embark on this public process in an addendum to their Memorandum of Understanding for levee maintenance and operation. Congress Member Sam Farr will initiate the public process beginning April 19, 2001, by convening a group of stakeholders to lead the public process.

#### **Plan For a Public Process:**

The plan for the public process is two-fold. The first component includes consultant services that provide public meeting facilitation. This includes outreach to all diverse interests and residential, commercial, and agricultural stakeholders within the local community. The public process will result in the production of a Concept Plan that illustrates the locally preferred design for the flood project. The Concept Plan will be developed in coordination with the Army Corps and submitted to the Army Corps for inclusion into the planning and design documents for the flood control project. The consulting firm of Moore, Iacofano, and Goltsman Inc. has been selected to provide the services for public meeting facilitation.

The second component of the public process includes consultant services that provide hydrologic engineering and hydraulic modeling information to support information needs that will occur throughout the public process. This includes such work as modeling various design scenarios under consideration in the public process. This work component also includes consultant services for biological analysis that provides an inventory of data related to environmentally sensitive flora and fauna within the project area. This includes such work as documenting baseline data of species within the project area and analyzing the effects that the various proposed flood control projects would have on environmentally sensitive species as well as what mitigation measures would be

required with each of the various flood control designs under consideration within the public process. The consulting firm of Northwest Hydraulics (NHC) Inc. has been selected to provide services for the work of hydrologic engineering and hydraulic modeling. The biological analysis work is planned to be performed by a subconsultant working with NHC Inc.; this subconsultant is planned to be the same firm that the Army Corps selects to prepare the combined Environmental Impact Statements & Environmental Impact Reports for the levee system reconstruction project.

**Project Constraints:**

There are many constraints that will affect the eventual project design. One constraint is the cost of property and potential changes of existing commercial, agricultural and residential land uses. Infrastructure, such as roads, bridges, and utilities, are examples of other constraints, There are also environmental constraints to various project designs. Environmental constraints relate to environmentally sensitive species within the project area that could be potentially affected by the project.

One of the biological species of concern in the Pajaro River and its tributaries is Steelhead. A major threat to Steelhead habitat in the Pajaro River is lack of riparian vegetation. In 1995, the Counties of Santa Cruz and Monterey cleared the riparian vegetation for 7.5 miles along the River from Hwy 1 to Murphy's Crossing during emergency conditions related to flooding. Currently, an EIR is being developed for a vegetation management plan (Pajaro River Management and Restoration Plan) that will provide for maintenance of a riparian buffer strip that is a five foot wide band of vegetation lining both sides of the low flow channel of the same stretch of River which was cleared.

For the regulatory agencies of the National Marine Fisheries Service (NMFS) and the State of California Department of Fish & Game (CADF&G), the new flood control project will include necessary environmental mitigations to address steelhead habitat needs and meet all legal requirements under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The public process includes the regulatory agencies as stakeholders, affording them direct input into conceptual design process relative to habitat needs and project mitigations. This active role for the regulatory agencies allows the Army Corps to receive information from the regulatory agencies as early in the planning and design process and as possible. This public process is a good match to funds from the California Coastal Salmon Recovery Program because concerns for Steelhead are being brought to bear directly on the planning and design documents of the Army Corps for the flood control project. Concerns for other biological species will be similarly addressed as NMFS, CADF&G and the U.S. Fish and Wildlife are all three participants in the process and will consider effects on all biological species of concern within their jurisdictions. Additional sensitive species thought to potentially be at issue in the Pajaro River system are the Tidewater Goby, and the Red Legged Frog, as well as other sensitive species of birds and other flora and fauna..

The Pajaro River is designated by the State Water Resources Control Board (SWRCB) as a "Priority 1" listed stream regarding water quality impairment. The SWRCB has a Total Maximum Daily Load (TMDL) process underway for the Pájaro River to determine the maximum allowable concentrations of nutrients and sediment in the water column. These factors will be required to be reviewed before any project is considered by the Regional Water Quality Control Board in their oversight capacity. Ameliorating the nutrient and sediment conditions in the Pajaro River would be expected to improve habitat for various terrestrial and aquatic biological species, including Steelhead.

The public process also seeks to determine the community's various preferences and to determine potential fatal flaws based on community priorities. The goal is to consider the needs of the residential, commercial and agricultural sectors as soon as possible in order to aid an expeditious design process.

This approach is intended to minimize the possibility of unnecessarily pursuing a project concept that fails to adequately address the diverse needs of our community. In addition, this process is intended to incorporate community input into the Environmental Impact Report/ Environmental Impact Statement (EIR/EIS) process,

#### **Estimated Time Frame and Costs:**

The total public process is expected to last approximately six months. The estimated cost for the public meeting facilitation services is approximately \$150,000. The estimated cost for the hydraulic and hydrologic engineering and biological analysis services is approximately \$250,000.

#### **Current Funding Commitment From Each Local Co-sponsor County:**

Monterey County Water Resources Agency has agreed to commit \$25,000 in funding to start this process, An equal contribution from Santa Cruz County Flood Control & Water Conservation District Zone 7 will make available \$50,000 for the initial phases of the public process.

To date, the Santa Cruz County Flood Control & Water Conservation District Zone 7 has additionally contributed funding to initiate the public process by contracting with the consulting firm of HDR Engineering (HDR) Inc. From approximately June 2000 through current day, HDR Inc. has provided meeting facilitation services and hydraulic and hydrologic engineering for public meetings of the Santa Cruz County Flood Control & Water Conservation District Zone 7. HDR Inc. has produced various products that will be incorporated into and built upon in this new phase of the public process. HDR Inc.'s products include: HEC modeling information for various flood control alternative scenarios; evaluation criteria to be used in evaluating various flood control design alternatives; tabulation of design alternatives considered to date by the Army Corps and by independent bodies; a summary report containing priority ranking of evaluation criteria and priority ranking of design alternatives by the initial Steering Committee prepared for the Board of Directors of the Santa Cruz County Flood Control & Water Conservation District Zone 7; and various graphical animation products that depict possible views of various flood control design alternatives. HDR Inc.'s primary responsibility is advocating for funding in Washington D.C. on



behalf of the local sponsors and this will continue to be HDR's focus as the work of meeting facilitation and modeling is planned here to be substantially expanded in the next phase of the public process and taken over by the consulting firms discussed in this proposal.

**Request for Funding:**

The Santa Cruz County Flood Control & Water Conservation District Zone 7, in partnership with its local co-sponsor, Monterey County Water Resources Agency, is hereby requesting that California State Coastal Conservancy consider funding the \$350,000 of remaining funds needed in order to complete the consulting services for the public process.

Both county local co-sponsors will adopt resolutions of support for this grant application.

On behalf of both county local co-sponsors, we request that the California State Coastal Conservancy support this effort both in spirit and with the full funding commitment necessary to insure that this effort will result in a successful flood control project design that both counties and their citizenry agree on in order to move forward with construction of a mutually beneficial flood control project for the Pájaro River.

Yours truly,

THOMAS L. BOLTCH  
District Engineer

JMW:jmw

Attachments

**COPY TO:**

County Counsel  
Congressman Sam Farr  
Senator Bruce McPherson  
Speaker Pro Tern Fred Keely  
Assembly Representative Simon Salinas  
Monterey County Supervisor Lou Calcagno  
Monterey County CAO Sally Reed  
Monterey County Water Resources Agency General Manager Curtis Weeks

**Scope of Work**  
**Pájaro River Levee System Reconstruction Project**  
**Hydraulic and Hydrologic Engineering**  
**&**  
**Biological Analysis Services**

CONTRACT ADMINISTRATOR:

The Contract Administrator will be the County of Santa Cruz Flood Control & Water Conservation District Zone 7, acting as lead contract administrator under authorization from and in partnership with the Monterey County Water Resources Agency Zones 1 and IA.

WORK TO BE PERFORMED/ SCOPE AND OBJECTIVES:

This contract provides hydraulic and hydrologic engineering and modeling services, as well as biological surveys and analysis to support the alternatives development and selection process for the Pájaro River Levee System Reconstruction Project. This contract will provide hydraulic and hydrologic engineering and biological survey services in support of and in coordination with the public process of facilitated public meetings lead by the consulting firm of Moore, Iacofano, and Goltsman Inc. The biological survey services should be performed by the same consulting firm selected by the U.S. Army Corps of Engineers to prepare the combined Environmental Impact Statements & Environmental Impact Reports for the levee system reconstruction project.

The process of facilitated public meetings, in conjunction with these hydraulic and hydrologic engineering and biological analysis, will result in a Concept Plan of the locally preferred design for the flood control project. The Concept Plan will be prepared by Moore, Iacofano, and Goltsman Inc. with technical assistance and documentation provided under this contract. The Concept Plan will be submitted to the U.S. Army Corps of Engineers for incorporation into their final planning and design documents for the levee system reconstruction project.

The contractor must recognize that time is of the essence in this project. Adequate staff must be committed to the project to conduct the necessary hydraulic, hydrologic, and biological analyses in conformance with the approximately six-month schedule established for the public process. It is essential that the Contractor recognize that analysis of various project design alternatives, as well as questions raised in the public process be expeditiously evaluated and addressed in order to allow the public process to proceed on schedule.

This work is divided into two tasks. Task One is hydraulic and hydrologic engineering services containing four phases. Task Two is biological analysis containing six phases. The timing and focus of the phases within each of these tasks may be adjusted as necessary to respond to needs identified in the public process.

## Task 1: Hydraulic and Hydrologic Engineering

- Phase 1 – Identification and evaluation of various flood control project alternatives.
- Phase 2 – Hydraulic modeling of alternatives.
- Phase 3 – Participation in selection of a locally preferred plan for the flood control project based on the public process, results of the hydraulic modeling, and results of the biological analysis described in Task 2.
- Phase 4 – Preparation of a report briefly summarizing the technical development and evaluation of flood control alternatives, and the hydraulic and hydrologic evaluation of the Concept Plan for the locally preferred project. The report will be prepared for use by the U.S. Army Corps of Engineers in subsequent planning and design work, and will identify any additional hydraulic, hydrologic, and sediment analyses required to evaluate performance and establish the basis of design for the locally preferred plan.

## Task 2: Biological Analysis

- Phase 1 – Assimilation of available data including a literature review and tabular listing of biological surveys and data covering the project area of the levee system reconstruction project.
- Phase 2 – Assimilation of GIS mapping information of biological data from both Monterey and Santa Cruz Counties.
- Phase 3 – Performance of any further needed biological surveys.
- Phase 4 - Evaluation of the biological effects, regulatory constraints, and probable mitigation requirements associated with the flood control alternatives identified in the public process.
- Phase 5 – Participation in the selection of a locally preferred plan for the flood control project based on the public process, results of the hydraulic, hydrologic, and biological analyses.
- Phase 6 – Preparation of a report summarizing biological survey data, evaluation of the biological effects of flood control alternatives, and evaluation of the biological effects of the locally preferred plan. The report will be prepared for use by the U.S. Army Corps of Engineers in subsequent planning and design work, and will identify any additional analyses required for evaluation of the biological effects of the locally preferred plan.

The actual tasks to be performed in each phase described above will be refined as needs are identified in the public process. Subject to these refinements, this contract will provide for:

1. Hydraulic and hydrologic engineering analysis of the various flood control project design alternatives being considered by the public process to ensure the feasibility of the concepts under consideration to achieve 100-year or greater flood protection for the project area.
2. Development of hydraulic models for the Pajaro River from Murphy's Crossing to the Bay and its tributaries within the project area for the Pajaro River Levee System Reconstruction Project, using existing models and topographic data as the basis for model development.
3. Biological surveying and biological analysis related to the various flood control project design alternatives being considered by the public process to ensure the feasibility and environmental soundness of the concepts under consideration.
4. Analysis of regulatory requirements for species protection under state and federal law; and determination of the probable extent of biological mitigation necessary for each of the various flood control project alternatives being considered in the public process.
5. Development of GIS maps of baseline biological flora and fauna data the Pájaro River and its tributaries within the project area for the Pajaro River Levee System Reconstruction Project.
6. Response to requests for data from the public process including modeling of various flood control designs including but not limited to, floodwalls, raised levees, setback levees, diversion channels and other flood control designs, as well as combinations of these various design elements.
7. Determination of the hydrologic and hydraulic feasibility of various flood control designs and refinement of the list of potential flood control designs to those that are most hydrologically and hydraulically feasible; and hydraulic and hydrologic evaluation of the most feasible alternatives, including their expected performance in conveying sediment loads.
8. Determination of the potential biological effects of various flood control designs and refinement of the list of potential flood control designs to those that are most environmentally feasible; and evaluation of the biological effects of the most feasible alternatives.
9. Technical support and participation in public meetings dealing with controversial issues of rivers, natural resources, and flood protection. Issues will be complex and technical in nature.

10. Attendance at public meetings during non-working hours such as evenings and weekends.
11. Production of technical information in simple format, including graphics, to allow for easy understanding of technical and planning concepts, and to facilitate discussion and decisions by non-technical participants in the process and by the general public.
12. Presentations to the participants, the broader public, granting agency boards of directors, city councils, each county agency's Boards of Directors, and other boards and agencies as needed. This includes the use of various presentation techniques, including but not limited to, graphic displays, workshop preparation, audio-visual presentations, and computer-generated presentations.
13. Technical support in meetings that include mediation between people with various backgrounds, interests, and ideas.
14. Preparation of information in a format that can be used by a webmaster to include on a web site.
15. Assistance in the production of a locally preferred Concept Plan to be incorporated into the U.S. Army Corps of Engineers' Pájaro River Levee System Reconstruction Project planning and final design documents, based upon the input received from the public process, in coordination with both local-sponsor counties and the U.S. Army Corps of Engineers.
16. Preparation of technical documentation for the hydraulic and hydrologic engineering and biological analyses, to serve as the basis for subsequent planning and design work by the U.S. Army Corps of Engineers.
17. Provision of these services with a target completion date of October 2001.
18. Provision of graphical and written work products in both English and Spanish language.

BEFORE THE BOARD OF DIRECTORS  
OF THE SANTA CRUZ COUNTY FLOOD CONTROL &  
WATER CONSERVATION DISTRICT ZONE 7, STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of Director:  
duly seconded by Director:  
the following resolution is adopted:

RESOLUTION SUPPORTING A GRANT APPLICATION TO THE CALIFORNIA COASTAL  
CONSERVANCY FOR: HYDROLOGIC ENGINEERING AND BIOLOGICAL ANALYSIS  
SERVICES AND TO SUPPORT A PUBLIC PROCESS RESULTING IN A CONCEPT PLAN  
FOR THE PAJARO RIVER FLOOD CONTROL PROJECT

WHEREAS, the Santa Cruz County Flood Control & Water Conservation District - Zone 7 is co-sponsoring a U.S. Army Corps of Engineers project to provide 100 year flood protection to the residents of the City of Watsonville, the Town of Pájaro, and surrounding areas; and

WHEREAS, such a project could create impacts to the local community, farmlands, environmental resources, and many local stakeholders, in addition to providing flood protection benefits; and

WHEREAS, there is a diversity of opinions on how best to provide this needed flood protection including support from different community sectors for floodwalls and for setback levees integrating bench land recreation, farming, and biotic mitigation; and

WHEREAS, a common vision and consensus on a project alternative acceptable to stakeholders is critical to implementation of a Pájaro River Levee Reconstruction Project; and

WHEREAS, a community public process including all stakeholders that is supported by the necessary technical expertise including hydrologic engineering and biological analysis needs to be undertaken to develop such a shared vision and consensus on project alternatives; and

WHEREAS, many of the residents of the project area are financially disadvantaged, and the Santa Cruz County Flood Control & Water Conservation District - Zone 7 and its local co-sponsor, the Monterey County Water Resources Agency both have extremely limited resources, and financial assistance is gravely needed for this important undertaking; and

WHEREAS, it is of utmost importance to initiate the public process immediately in order to most efficiently and expeditiously coordinate with the planning and design process of the U.S. Army Corps of Engineers; and

WHEREAS Congress Member Sam Farr is convening a public process for the Pajaro River Levee System Reconstruction Project; and

WHEREAS, the Santa Cruz County Flood Control and Water Conservation District - Zone 7, as one of the two local co-sponsors of the U.S. Army Corps of Engineers' Pajaro River Levee System Reconstruction Project, has been authorized by the County of Monterey, to act as the lead agency in executing contracts for the meeting facilitator services and for hydrologic engineering and biological analysis services, pursuant to the Memorandum of Understanding addendum with Monterey County Water Resources Agency;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District Zone 7 authorizes staff to submit a grant proposal to the California Coastal Conservancy for: 1) a contract to conduct a public process through various public outreach methods, and to produce a concept plan that will be integrated into the US Army Corps of Engineers planning and design for the Pajaro River Levee Reconstruction Project, and 2) a contract to conduct necessary technical support to complete a public process and concept plan including hydrologic engineering and modeling and biological analysis.

PASSED AND ADOPTED by the Board of Directors of the County of Santa Cruz Zone 7 Flood Control 7 Water Conservation District, State of California, this 17th day of April 2001, by the following vote:

AYES:  
NOES :  
ABSENT:

ATTEST: \_\_\_\_\_  
Clerk of said Board

Approved as to form:

  
\_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION:

Public Works  
County Counsel  
Congressman Sam Farr  
Senator Bruce McPherson  
Speaker Pro Tern Fred Keely  
Assembly Representative Simon Salinas  
Monterey County Supervisor Lou Calcagno  
Monterey County CAO Sally Reed  
Monterey County Water Resources Agency General Manager Curtis Weeks

**Addendum**  
Memorandum of Understanding  
between  
The Monterey County Water Resources Agency &  
The Santa Cruz County Flood Control & Water Conservation District Zone 7

This addendum augments the provisions of the January 26, 1998 memorandum of understanding between the Monterey County Water Resources Agency and the Santa Cruz County Flood Control & Water Conservation District Zone 7. This amendment provides for cooperation in conducting a public process in conjunction with the US Army Corps of Engineers Pájaro River Levee Reconstruction Project.

Specifically, both parties agree that:

- The two agencies agree to pursue a public process for the Pajaro River Levee System Reconstruction Project that is lead by Congress Member Sam Farr. A consulting team specializing in public meeting facilitation will be hired to accomplish this public process and to produce a refined and hydrologically sound Concept Plan to be incorporated into the US Army Corps of Engineers' Pajaro River Levee System Reconstruction Project plan formulation process.
- The two agencies agree to hire the consulting firm of Moore, Iacofano, and Goltsman Inc. to provide meeting facilitation, and to hire the firm of Northwest Hydraulics Inc. to provide the complex hydrologic/hydraulic modeling and engineering analysis as well as biological survey work which is required to complement the public process.
- The meeting facilitation process shall consist of five phases lasting approximately six months including: Phase 1: Project Organization and Initiation; Phase 2: Identification of Project Goals, Major Planning Issues, Opportunities and Constraints; Phase 3: Development, Analysis, and Evaluation of Project Design Options; Phase 4: Preparation of Concept Plan; Phase 5: Presentation, Review, and Approval of Concept Plan. The process shall also include hydrologic engineering analysis as well as biological survey work as needed.
- The two agencies will designate project managers to coordinate with Congress Member Sam Farr's office for the public process and joint engineering and biological analysis. For Monterey County, the project manager will be Curtis Weeks, General Manager. For Santa Cruz County, the project manager will be Peter Cota-Robles, Pajaro River Manager.
- The Santa Cruz County Flood Control & Water Conservation District Zone 7 will act as lead agency in executing contracts for the meeting facilitator and hydrologic engineering services and agrees to pay the County of Monterey's share of the standard 7% overhead charge.

Signed:

\_\_\_\_\_ Date: \_\_\_\_\_  
Tony Campos  
Chair, Board of Directors  
Santa Cruz County Flood Control & Water  
Conservation District Zone 7

\_\_\_\_\_ Date: \_\_\_\_\_  
Stephen Collins  
Chair, Board of Directors  
Monterey County Water Resources Agency



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: PUBLIC WORKS DEPARTMENT

\_\_\_\_\_  
(Signature) 4-4-01 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ AND MOORE, IACOFANO, GOLTSMAN, INC., (Agency)

~~170 SOUTHWOOD~~ ~~800 HEARST AVENUE~~  
~~INCLINE VILLAGE~~ ~~94710~~ (Name & Address)

2. The agreement will provide PUBLIC FACILITATION AND OUTREACH FOR A CONSENSUS-BUILDING PROCESS FOR THE PAJARO RIVER FLOOD CONTROL PROJECT.

3. The agreement is needed BECAUSE THIS WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT  
BY CONTRACT

4. Period of the agreement is from BOARD APPROVAL to TO JUNE 30, 2001

5. Anticipated cost is \$ 50,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$50,000; OVERHEAD @ 7% \$3,500; TOTAL AMOUNT \$53,500  
(PHASES 1 & 2 ONLY)

7. Appropriations are budgeted in 622380! 266407! 3665! (Index#) 6/10 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. C002389 Date 4-6-01

GARY A. KNUTSON, Auditor, Controller  
By [Signature] Deputy.

BHT:mg Flood Zone 7

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the PUBLIC WORKS DEPARTMENT

\_\_\_\_\_  
(Agency).

\_\_\_\_\_  
County Administrative Officer

Remarks: [Signature] (Analyst)

By [Signature] Date 4/10/01

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

- Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Conary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\* To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

\_\_\_\_\_  
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