

PROCEEDINGS OF THE BOARD OF DIRECTORS
COUNTY OF SANTA CRUZ
FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 MEETING
GOVERNMENTAL CENTER BUILDING
701 OCEAN STREET, ROOM 525, SANTA CRUZ, CA

9:15 A.M.

September 18, 2001

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

- 1. ORAL COMMUNICATIONS - The Board will receive Oral Communications. 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 the minutes of June 19, 2001
 - 1.2 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, accept and file report on the Pajaro River Watershed Flood Prevention Authority and direct Public Works to return on January 15, 2002, with a further status report
 - 1.3 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, accept and file report on impervious area fees on new construction and take related action
 - 1.4 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, accept and file report on the Pajaro River Watershed Flood Protection web site and direct Public Works to return with a further status report on January 15, 2002

- 1.5 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, accept and file Pajaro River Levee System Reconstruction Project report; direct Public Works to file a further status report on January 15, 2002; ratify contracts with Moore, Iacofano, Goltsman, Incorporated and Northwest Hydraulic Consultants, Incorporated; and take related actions

NOTE: Agenda documents may be reviewed at the Office of the Clerk of the Board, Room 500, Governmental Center, and at the Santa Cruz Main Library.

ACTION SUMMARY MINUTES

COUNTY OF SANTA CRUZ
FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

June 19, 2001

- A. Roll Call
 Voting Members Present: Directors Beautz, Pirie, Almquist, Carroll, Bobeda and Chairman Campos
 Voting Member Absent: Director Wormhoudt was "absent" until the Board considered Item No. 1.3
 Non-Voting Members Present: Rider
 Non-Voting Members Absent: Cooley
- B. Consideration of Late Additions

1. ORAL COMMUNICATIONS - 1 person addressed the Board

- 1.1 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, APPROVED minutes of March 20, 2001 and April 17, 2001

Motion made by Director Bobeda, duly Seconded by Director Pirie:

Ayes: Beautz, Pirie, Almquist, Carroll, Bobeda, Campos
 Noes: None
 Absent: Wormhoudt
 Abstain: None

- 1.2 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, APPROVED the Zone 7 budget for fiscal year 2001/2002

Motion made by Director Beautz, duly seconded by Director Almquist:

Ayes: Beautz, Pirie, Almquist, Carroll, Bobeda, Campos
 Noes: None
 Absent: Wormhoudt
 Abstain: None

1.1

- 1.3 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, PUBLIC HEARING HELD to hear objections or protests to the proposed 2001/02 Zone 7 Assessment Rate Report: closed public hearing: adopted RESOLUTION No. 54-0177 Overruling Protests and Confirming Written Report on Drainage Assessment Rates for the Fiscal Year 2001/2002

Motion made by Director Almquist, duly seconded by Director Beutz:

Ayes: Beutz, Pirie, Wormhoudt, Almquist, Carroll, Bobeda, Campos

Noes: None

Absent: None

Abstain: None

- 1.4 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, ACCEPTED AND FILED report on the Pajaro River Flood Protection Web Site: directed staff to implement a web site "home page" for the Pajaro River Levee Reconstruction Project as described in the report; and directed staff to report back on September 18, 2001 confirming establishment of the web site

Motion made by Director Bobeda, duly seconded by Director Wormhoudt:

Ayes: Beutz, Pirie, Wormhoudt, Almquist, Carroll, Bobeda, Campos

Noes: None

Absent: None

Abstain: None

- 1.5 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, ACCEPTED AND FILED report on the Pajaro River Watershed Flood Prevention Authority and directed staff to return on September 18, 2001 with a further status report

Motion made by Director Wormhoudt, duly seconded by Director Bobeda:

Ayes: Beutz, Pirie, Wormhoudt, Almquist, Carroll, Bobeda, Campos

Noes: None

Absent: None

Abstain: None

- 1.6 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, ACCEPTED AND FILED report on impervious area fees on new construction and directed staff to return on September 18, 2001 with a further status report

Motion made by Director Wormhoudt, duly seconded by Director Beutz:

Ayes: Beutz, Pirie, Wormhoudt, Almquist, Carroll, Bobeda, Campos

Noes: None

Absent: None

Abstain: None

- 1.7 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, ACCEPTED AND FILED report on the Pajaro River Levee System Reconstruction Project:
- 2) authorized the District Engineer to sign an agreement with the State Coastal Conservancy for the \$250,000 grant on terms substantially equivalent to Attachment V; additionally, adopted RESOLUTION NO. 55-0177 Authorizing Execution of the Grant Agreement with 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;
- 3) authorized the District Engineer to sign an agreement with the State Department of Fish and Game for a \$50,000 grant on terms substantially consistent with the current public process, as approved by the Board and as outlined in today's report;
- 4) authorized the expenditure of up to \$50,000 in Zone 7 Army Corps' Flood Control Projects funding, if needed to partially fund either or both the Moore, Tacofano and Goltzman, Incorporated contract and the Northwest Hydraulic Consultants, Incorporated contract which the Board previously authorized;
- 5) and directed staff to return on September 18, 2001 with a further status report;
- 6) with an additional direction to staff to meet with Monterey County to discuss ways to handle the \$50,000 shortfall

Motion made by Director Wormhoudt, duly seconded by Director Bobeda:

Ayes: Beutz, Pirie, Wormhoudt, Almquist, Carroll, Bobeda, Campos

Noes: None

Absent: None

Abstain: None

/./

1.8 WRITTEN CORRESPONDENCE AGENDA - The Zone 7 Board of Directors acknowledges receipt of the following items of correspondence which are on file with the Zone 7 Secretary. Copies of all items listed on this Written Correspondence Agenda have been circulated to all members of the Zone 7 Board.

- I. The Board of Directors has received the following items of correspondence:
 - a. Letter of Mayor Chuck Carter
 - b. Letter of Chairman Campos
 - c. Petition to Zone 7 Board



THOMAS L. BOLICH
DISTRICT ENGINEER

County of Santa Cruz

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

AGENDA: SEPTEMBER 18, 2001

September 4, 2001

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

SUBJECT: PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY

Members of the Board:

On June 19, 2001, your Board received the last status report (Attachment I) on the Pajaro River Watershed Flood Prevention Authority (FPA) and directed that a further report be presented today.

Since the last status report, the FPA Board has met on July 6, 2001, and on September 7, 2001. Copies of the agendas for these meetings are included as Attachment II. The next FPA Board meeting is scheduled for Friday November 2, 2001, in the City of Gilroy City Council Chambers. Staff of the eight participating agencies (including Zone 7 staff) are continuing to meet monthly to review and develop information for the FPA Board.

The main order of business for the FPA continues to be conducting a Pajaro River Basin Study which will analyze the impact of existing and future development, as well as upstream infrastructure/flood control projects on peak flows in the lower Pajaro River. A contractor has been selected and work was scheduled to begin July 1, 2001. Unfortunately, the State Water Resources Control Board has still not approved the grant contract which will fund the project and as a result work has not yet commenced. Participating agency staff have requested that the FPA's contracted staff (Association of Monterey Bay Area Governments) contact our state elected officials, including Assemblymember Keeley, to request their assistance in gaining expedited completion of the necessary contracts.

1.2

It is therefore recommended that your Board accept and file this report and direct that a further status report be presented at your next meeting on January 15, 2002.

Yours truly,

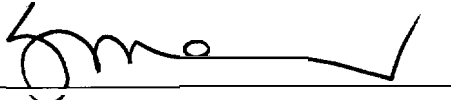


THOMAS L. BOLICH
District Engineer

PCR:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: David Koch, Director, City of Watsonville Public Works
Carlos Palacios, Manager, City of Watsonville
Monterey County Water Resources Agency
Monterey County Administrative Office
Zone 7 Board of Directors
Public Works Department

PRWB

1.2

Attachment I



County of Santa Cruz

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FLOOD CONTROL AND WATER CONSERVATION DISTRICT - ZONE 7

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
DISTRICT ENGINEER

AGENDA: JUNE 19, 2001

June 8, 2001

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

SUBJECT: PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY

Members of the Board:

On March 20, 2001 your Board received the last status report (Attachment I) on the Pajaro River Watershed Flood Prevention Authority (FPA) and directed that a further status report be presented today.

Since the last status report the FPA Board has met on April 6, 2001, and on May 11, 2001. Copies of the agendas for these meetings are included as Attachment II. The next FPA Board meeting is scheduled for July 6, 2001. Staff of the eight member agencies have also met several times to prepare and review information for the FPA Board.

The main order of business for the FPA has been to approve a contract with Raines, Melton and Carella, Inc., (RMC) for a Pajaro River Basin Study as described in the last status report. As your Board will recall, one key element to be analyzed in the study is the impact of development and other upstream activities on peak flood flows in the lower Pajaro River channel. FPA staff is now working with the State Water Resources Control Board to finalize a grant agreement to fund the Basin Study consistent with the provisions of the State Water Bond to gain the State's approval of the RMC contract and then to move forward with the study. It is anticipated that work will begin in July 2001 and that initial study results in the form of a draft report will be available by March 2002.

1.2

It is therefore recommended that your Board accept and file this report and direct that a further status report be presented at your next meeting on September 18, 2001.

Yours truly,



THOMAS L. BOLICH
District Engineer

PCR:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

Copy to: Director of Public Works, City of Watsonville
City Manager, City of Watsonville
Monterey County Water Resources Agency
Monterey County Administrative Office
Public Works
Zone 7 Board of Directors

AGENDA
***Pajaro River Watershed
Flood Prevention Authority***

c/o RAPS, Inc.
POB 809
Marina, CA 93933
(831)883-3750

Monterey County Water Resources Agency
893 Blanco Circle
Salinas, California

July 6, 2001

9:00 a.m.

RECOMMENDED ACTION

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA
- 4. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

RECOMMEND APPROVAL

- 5. CONSENT AGENDA

A. Minutes of the May 11, 2001 Meeting

The minutes of the May 11, 2001 Board meeting are **enclosed. Approve.** (Page 4)

B. Approval of Payment

Enclosed are bills for legal services; an invoice for services rendered by Regional Analysis & Planning Services, Inc. (RAPS, Inc.) from May 1, 2001 through June 30, 2001 will be presented at the meeting. **Approve.** (Page 8)

C. Staff Working Group Meeting Notes

Meeting notes from the June 20, 2001 Staff Working Group meeting are enclosed for the Board's **information.**

6. ADMINISTRATION

A. Budget for Fiscal Year **2001/02** RECOMMEND APPROVAL

The Authority's Fiscal Year 2001/02 Budget is enclosed for approval. The proposed budget includes an \$8,000 contribution from each member agency. The Staff Working Group reviewed the Budget at their June 20, 2001 meeting and recommends approval. (Page 13)

B. Errors and Omissions Insurance RECOMMEND APPROVAL

A staff memorandum and a proposal are enclosed for the Board's consideration. The Executive Coordinator and legal counsel recommend approval. (Page 14)

C. Final By-Laws RECOMMEND ADOPTION

The agency by-laws, as revised by legal counsel, are enclosed. (Page 21)

D. Extension of Contract for Legal Services with Downey, Brand, Seymour & Rohwer RECOMMEND APPROVAL

Consider approval of the enclosed contract Extension for legal services during FY 2001/02. (Page 27)

E. FY **2001/02** Contract with Regional Analysis and Planning Services, Inc. RECOMMEND APPROVAL

Consider approval of the enclosed contract. The Staff Working Group reviewed the contract at their June 20, 2001 meeting, and recommends approval. (Page 31)

7. PLAN DEVELOPMENT

A. Status of Contract with State Water Resources Control Board INFORMATION

Enclosed is a status report on the Authority's Proposition 13 Agreement with the State of California. (Page 34)

1.2

8. CORRESPONDENCE AND ANNOUNCEMENTS

A. Oral

9. ADJOURN

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

Next Meetings:

9:00A.M.

September 19, 2001

San Benito County Board of Supervisors' Chambers

481 Fourth Street

Hollister, CA

November 2, 2001

9:00A.M.

City Council Chambers

Gilroy City Hall

7351 Rosanna Street,

Gilroy, CA

AGENDA
***Pajaro River Watershed
Flood Prevention Authority***

c/o RAPS, Inc.
POB 809
Marina, CA 93933
(831)883-3750

**San Benito County Board of Supervisors Chambers
481 Fourth Street
Hollister, California**

September 7, 2001

9:00 a.m.

RECOMMENDED ACTION

1. CALL TO ORDER
2. ROLL CALL
3. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA
4. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

RECOMMEND APPROVAL

5. CONSENT AGENDA

A. Minutes of the July 6, 2001 Meeting

The minutes of the July 6, 2001 Board meeting are **enclosed. Approve.** (Page 4)

B. Approval of Payment

Enclosed are bills for legal services. **Approve.** (Page 8)

C. Staff Working Group Meeting Notes

Meeting notes from the July 18, 2001 and August 15, 2001 Staff Working Group meetings are **enclosed** for the Board's **information.** (Page 10)

1.2

6. ADMINISTRATION

A. **Investment Policy for Fiscal Year 2001/02** RECOMMEND APPROVAL

The **enclosed** Resolution authorizes the investment of all idle funds in the State of California Local Agency Investment Fund or in Federal Deposit Insurance Corporation insured accounts in banks or savings and loan associations in compliance with the California Government Code. (Page 12)

B. **Local Agency Investment Fund** RECOMMEND APPROVAL

The **enclosed** Resolution authorizes the deposit or withdrawal of Pajaro River Watershed Flood Prevention Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment. (Page 13)

C. **Final By-Laws** INFORMATION

The agency by-laws, as approved at the last meeting are **separately enclosed**.

D. **Schedule of Meetings for Fiscal Year 2001/02** INFORMATION

Meetings schedules through the end of the fiscal year for the Board of Directors and the Staff Working Group are **enclosed**. (Page 14)

7. **PLAN DEVELOPMENT**A. **Status Report on Contract with State Water Resources Control Board** INFORMATION

An oral report on the status of the Authority's Proposition 13 Contract with the State Water Resources Control Board will be presented at the meeting.

B. Army Corps of Engineers Watershed Study RECOMMEND APPROVAL

An oral report will be presented by the Army Corps of Engineers on the Federal Watershed Study of the Pajaro Watershed. **Enclosed** are a Corps letter requesting the Authority Chair to sign a non-binding letter of intent to participate in a Federal study of the Watershed, and a draft letter of intent. The Staff Working Group recommends approval of the Corps' request. (Page 16)

C. Report on Lower Pajaro River Watershed Planning INFORMATION

Accept oral report.

D. Report on Regional Water Quality Control Board Technical Advisory Committee on Pajaro River Nutrient Total Maximum Daily Load (TMDL) INFORMATION

Accept oral report.

8. CORRESPONDENCE AND ANNOUNCEMENTS**A. Oral****9. ADJOURN**

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

Next Meeting:

November 2, 2001
 Gilroy City Council Chambers
 7351 Rosanna Street
 Gilroy, CA

1.2



County of Santa Cruz

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: SEPTEMBER 18, 2001

September 6, 2001

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

SUBJECT: IMPERVIOUS AREA FEES ON NEW CONSTRUCTION

Members of the Board:

On June 19, 2001, your Board received the last status report on impervious area fees and directed that a further report be presented today. As previously reported, at your Board's direction, a letter was sent to the Watsonville City Council on March 15, 2001, requesting clarification on its previous action relative to Zone 7 impervious area fees. The letter further requested that they act to support such fees in order to allow your Board to proceed with adopting an ordinance establishing Zone 7 impervious area fees.

The City Council reconsidered the matter on July 10, 2001. Unfortunately, the Council decided not to support Zone 7 fees at a level consistent with other zones within the County (currently \$0.75 per square foot of new impervious area). Instead, they acted to direct the City of Watsonville Public Works Department to prepare ordinances to establish a City fee in the amount of \$0.35 per square foot, with resulting revenues to be accrued in a fund earmarked for contribution to the local match costs associated with the Pajaro River Levee System Reconstruction Project. The City indicated several reasons for taking this direction, including wishing to be able to waive the fee when desired for low income housing and shielding the fees from litigation.

As your Board is aware, Zone 7 impervious area fees cannot be implemented within the City without its consent. It is therefore not possible to establish a uniformly administered Zone 7 impervious area fee. In view of the City's action, County staff proposes to recommend that the Board of Supervisors consider an impervious area fee for the Pajaro River Watershed within the unincorporated county, possibly under the authority and control of the Pajaro Storm Drain Maintenance District. With your Board's concurrence, we will suggest that the County set its fee at a rate equivalent to the City of Watsonville.

1.3

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

1. Accept and file this report on impervious area fees on new construction.
2. Direct Zone 7 staff to convey your Board's support for a County impervious area fee equivalent to any such fee which might be implemented by the City of Watsonville to help defray the future local costs of the Pajaro River Levee System Reconstruction Project.

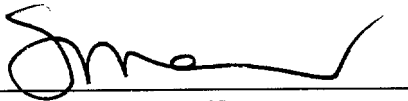
Yours truly,



THOMAS L. BOLICH
District Engineer

PCR:mg

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Zone 7 Board of Directors
Carlos J. Palacios, Watsonville City Manager
David Koch, Director of Public Works
County Counsel
Department of Public Works



County of Santa Cruz

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: SEPTEMBER 18, 2001

September 6, 2001

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

SUBJECT: PAJARO RIVER WATERSHED FLOOD PROTECTION WEB SITE

Members of the Board:

On June 19, 2001, your Board directed staff to report at this time with the status of a web site to distribute information related to the Pajaro River Levee System Reconstruction Project and the public process now underway to develop a conceptual plan that can be supported by the many stakeholders.

Since the last status report, Zone 7 staff completed and posted a web site on June 14, 2001. The web site includes 1) a Home Page that displays introduction information about the Pajaro River Flood Protection Community Planning Process; 2) a public meeting page that displays dates and locations for past and future public meetings; 3) a "Problem Statement" page that displays maps, photos, and data related to flooding on the River; and 4) a "Links" page that links viewers to the individual web sites of agencies and consultants involved in the project. The "Public Meetings" page is updated after each public meeting to reflect each new meeting date and location information.

Currently, staff is working to complete a bilingual version of the web site that includes a replica of each of the web pages translated into Spanish. Staff expects to have this Spanish version completed and posted on the web site by mid-September,

The web site address is www.dpw.co.santa-cruz.ca.us/pajaro.htm. Staff is currently pursuing the feasibility of simplifying this to a shorter, non-county address in view of the Santa Cruz/Monterey County co-sponsorship of the project. To accomplish this, staff is in the process of locating and contracting with a web hosting service outside of the County Information Services Department system.

14

Also, as of June 14, 2001, a telephone hotline (83 1-454-2402) was established for the Pajaro River Flood Protection Community Planning Process. It was established and is maintained in both English and Spanish. Like the web site, the telephone hotline is updated after each public meeting to reflect each new meeting date and location information.

It is therefore recommended that your Board accept and file this report and direct that a hrther status report be presented at your next meeting on January 15, 2002.

Yours truly,



THOMAS L. BOLICH
District Engineer

JMW:bbs

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Board of Directors, Zone 7
Carlos J. Palacios, Manager, City of Watsonville
Public Works Department

1.4



THOMAS L. BOLICH
DISTRICT ENGINEER

County of Santa Cruz

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

AGENDA: SEPTEMBER 18, 2001

September 12, 2001

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

SUBJECT: PAJARO RIVER LEVEE SYSTEM RECONSTRUCTION PROJECT

Members of the Board:

On June 19, 2001, your Board received the a report on the Pajaro River Levee System Reconstruction Project and directed that a further report be presented today.

PUBLIC PROCESS STATUS

As your Board will recall, thanks to the leadership and sponsorship of Congress Member Sam Farr, a public process is underway to identify a project alternative which can be supported by the many diverse stakeholders. Stakeholders have narrowed the number of alternatives under consideration; however, much work remains to be done to reach a conceptual plan that has broad support. Since the last status report public stakeholder meetings have been held on July 20, 2001, and on August 23, 2001. Agendas and minutes from these meetings are included as Attachment I. The meetings have been well attended, with more than 120 stakeholders and members of the public present at the August 2001 meeting.

The public meetings have been extensively advertised in the newspapers, by the stakeholders, and through direct mailings. More than 14,900 bilingual Spanish/English notices (Attachment II) were sent in advance of the August 2001 meeting to residents of Watsonville, Pajaro and the surrounding agricultural areas. In addition, as reported in a separate item on today's agenda, a bilingual telephone hotline is available and a bilingual internet web site is almost complete. Bilingual staff are also available in the Public Works Department to respond to questions and requests for information from the public. As previously directed by your Board, Spanish translation is available at all stakeholder meetings and staff is also working to achieve a bilingual presence in Watsonville to further expand public information and outreach concerning this important project. Additional bilingual outreach is also being provided by the many bilingual stakeholders currently participating in the public process.

As your Board is aware, the consulting firms Moore, Iacofano, Goltsman, Inc., (MIG) and Northwest Hydraulic Consultants, Inc., (NHC) are providing facilitation and technical support services respectively for the public process. As directed by your Board contracts have been executed with both firms. Both contracts are included as Attachment III for your Board's ratification. Final grant contracts with the Coastal Conservancy (provided to your Board with the last status report) and the State Department of Fish and Game (Attachment IV) to offset a combined total of \$300,000 of the \$350,000 currently obligated cost of the public process have also been executed as directed by your Board.

Unfortunately, the extent and intensity of the consultant services support required to address the stakeholder needs associated with the public process already are exceeding the original cost estimates, which has resulted in requests from both consulting firms for contract augmentations (Attachment V). Staff has reviewed these requests with the Monterey County Water Resources Agency (MCWRA) staff and we concur that amendments to increase the contract amounts may be necessary. Initial discussions with Coastal Conservancy staff indicate that additional grant funding could be available if requested. In addition, since these requests were received, it has become clear that an additional public meeting beyond the five originally planned will likely be required, which may further increase work and associated costs.

In order to keep the public process moving forward expeditiously and without delay, staff is recommending that your Board authorize the Director of Public Works, in consultation with the County Administrative Office and MCWRA, to negotiate contract amendments with MIG and NHC for the additional work which will be required contingent upon funds being made available through the Coastal Conservancy and The Department of Fish and Game. In addition, staff is recommending that your Board authorize the Director of Public Works to request and negotiate additional funding support from the Coastal Conservancy and other granting agencies to offset these increased public process costs and sign any resulting agreements or amendments. Finally, staff is recommending that a special meeting of the Zone 7 Board be scheduled for October 16,2001, to receive a report on grant funding to continue the public process and to consider the contract amendments. It should be noted that if the contracts can not be extended at that time due to funding limitations, it will likely prevent completion of the public process on the current timeline, which in turn may result in delays to the Army Corps project implementation schedule.

PROJECT STATUS

As described in the last status report, concurrent with the public process, the U.S. Army Corps of Engineers is continuing its process to move the Pajaro River Levee System Reconstruction Project toward completion. In particular, the Army Corps of Engineers initiated preparation of an Environmental Impact Statement/Environmental Impact Report (EISEIR) to comply with the U.S. Government and State of California requirements. A draft EISEIR document is anticipated to be issued this fall. Final project design work is still scheduled to begin in 2002, with construction beginning in late 2004 and completion in 2008. As your Board is aware, this schedule is dependent on successful and timely completion of all project development phases, particularly the current public process and the ultimate project funding elements. Staff will continue to work aggressively with the Army Corps of Engineers and our consultants to keep the schedule on track.


BOARD OF DIRECTORS-ZONE 7

Page -3-

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

1. Accept and file this status report and direct that a hrther report be presented at your next meeting on January 15,2002.
2. Ratify the attached contracts with MIG, NEC and the State Department of Fish and Game (Attachments III and IV).
3. Authorize the Director of Public Works to negotiate and sign contract amendments with Moore, Iacofano, Goltsman, Inc., and Northwest Hydraulic Consultants, Inc., contingent upon funds being made available through the Coastal Conservancy and the Department of Fish and Game as well as to pursue funding to offset these costs and to sign any resulting grant agreements or amendments, as described in this report;
4. Adopt the resolution (Attachment VI) requesting additional hnding assistance.
5. Schedule a special meeting of the Zone 7 Board of Directors for Tuesday, October 16, 2001, at 9:15 A.M. in the Board of Supervisors Chambers.

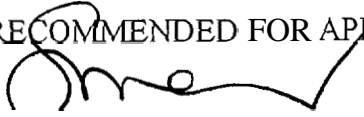
Yours truly,


 THOMAS L. BOLICH
 Director of Public Works

PCR:mg

Attachments

RECOMMENDED FOR APPROVAL:

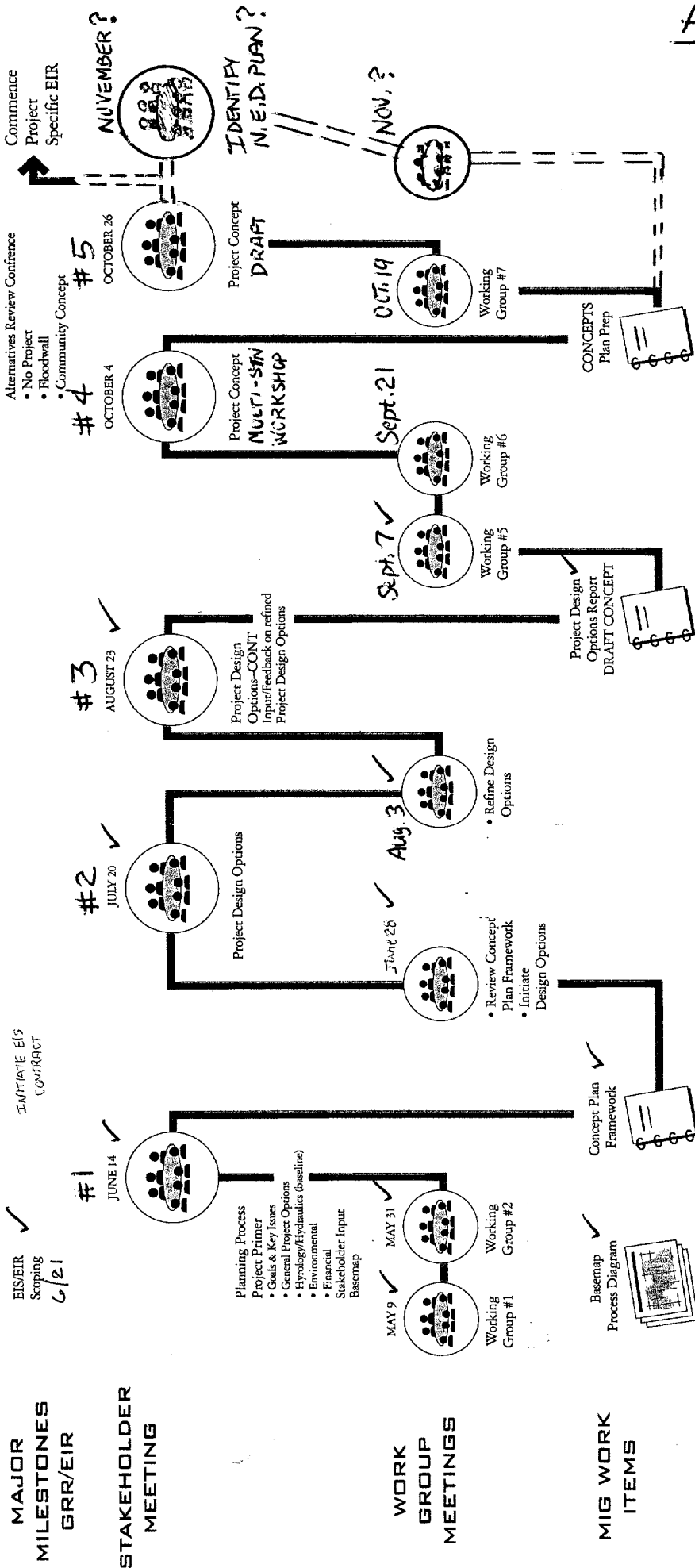


County Administrative Officer

- Copy to:
- Zone 7 Board of Directors
 - Assembly Member Fred Keeley
 - Assembly Member Simon Salinas
 - Congress Member Sam Farr
 - City of Watsonville Public Works Department
 - Carlos J. Palacios, Watsonville City Manager
 - County Counsel
 - Planning Department
 - Public Works

Pajaro River Flood Protection

PHASE I: SCHEDULE AND WORK PROGRAM



Spanish Speaking Outreach
Stakeholder Interviews
PowerPoint Presentation

2001 MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER



STAKEHOLDER MEETING #2

Friday, July 20, 2001, 3:30-6:30 P.M.

Pajaro Middle School

250 Salinas Road

Pajaro, CA

AGENDA

- 3:30 **I.** Welcome and Meeting Overview
- Opening Remarks—*Project Sponsors*
 - Meeting Objective and Agenda Overview—*Tim Gilbert, MIG, Inc.*
-
- 3:45 **II.** Review of Stakeholder Meeting #1
- Process Structure: *Review of roles and responsibilities of the Stakeholder and Working Groups*
 - Pajaro River Flood Protection: *Is the Pajaro a "living river" or a flood protection channel?*
-
- 4:15 **III.** Presentation of Proposed Concept Plan and Evaluation Framework for Flood Protection Alternatives—*Dave Dickson, MIG, Inc.*
-
- 4:35 BREAK—*Light Snack*
-
- 4:45 **IV.** Basic Project Alternatives—*Ed Wallace, NHC, Inc.*
- Hydrology: *How much water do we plan for?*
 - Basic Project Alternatives Analysis
 - containment Structures
 - Channel Excavation
 - Up-Stream Detention
 - By-pass Channels
-

- 5:20 **V. Open Discussion— *Tim Gilbert, MIG, Inc.***
- Discussion of Hydrology and Project Alternatives
 - Reach-by-Reach Discussion of Preferred Flood Protection Elements
-

6:30 **VI. Summary and Next Steps**

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Stakeholder Meeting #2

MEETING SUMMARY

I. INTRODUCTION

On July 20, 2001, over 100 community members, public agency representatives, and elected officials gathered at the Pajaro Middle School for the second Stakeholder Meeting to discuss the Pajaro River Flood Protection Planning Process. The meeting objective was to review the planning process and present some preliminary findings with regards to potential project elements. In addition, stakeholders and community members were given the opportunity to provide input and direction to the Working Group regarding these project elements to guide them in creating community flood protection alternatives for review at the next Stakeholder meeting.

The meeting opened with comments from Alec Arago of Congressman Sam Farr's Office, and Bill Philips, Deputy County Administrator for Monterey County. Tim Gilbert of Moore Iacofano Goltsman, Inc. facilitated the meeting (MIG).

The following is a summary of the comments made by stakeholders and other community members throughout the meeting and on the comment sheets provided. The comments are grouped under the following headings:

- **Questions and Clarifications**
- **Issues and Comments Regarding Project Elements**
 - Floodwalls and Levee Raising
 - Set-backs
 - Bypass Channel
 - Dredging
 - Upstream Detention
- **Other Comments**

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II. QUESTIONS AND CLARIFICATIONS

- Address whether the Pajaro River is a “federal” flood control channel with Army Corps jurisdiction or a living river.
- Understand that there is not consensus regarding consideration of walls first.
- Why are there only **5** elements being studied and not other interventions?
- Analysis does not include climate changes or upstream hydrologic changes.
- Are hydrologic models compared with reality, after models are calibrated to past events?
- Is the increased flow that results from urbanization included?
 - Corps of Engineers includes 50-year record of trends —annot see trends

III. ISSUES REGARDING PROTECTION ELEMENTS

Floodwalls/ Levee Raising

- What was the medium roughness coefficient used in the evaluation? (.035).
- Analyses included assumption of some maintenance to maintain a medium roughness coefficient.
- Total height includes wall height and levy height.
- How much wider does the levy get for any additional height?
 - For every 5-foot increase in height, extend the levy outward 30 feet.
- Acquire photos of retaining walls and other examples of elements (e.g., the Mississippi River).

Setback Levees

- The existing levy would be replaced along one side, but could switch between sides at various points throughout the corridor.
- Clarify the exact impacts of setback levies in terms of number of residential and business relocations, etc.
- Consider the socio-economic impacts of set-back levees.

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Bypass Channel

- Consider that this element would not meet environmental standards and regulations. 0417
- Look into using the land adjacent to the bypass for agricultural production lands and overflow.
- Consider that flooding is not feasible for existing farming practice—row crops and strawberries would not withstand flooding.
- Consider part-time agricultural use of the bypass.
- Utilize types of crops that work well in the area and provide potential compensation for loss.
- Evaluate potential crop use options.
- Utilize terraced and mixed-use bypass for interim use (every 5 years).
- Evaluate an alternative with low flood walls and a bypass flood plane.

Dredging

- Will roughness also require maintenance dredging due to deposition of soils?
 - Changing shape/morphology makes major deposition changes.
- Do we have historical riverbed elevations? If so, how has the riverbed changed?
 - Historical record indicates that there has been very little change since 1949).
- How much accretion on riverbanks is due to vegetation?
- Clarify how much continuous maintenance and dredging is needed to maintain desired flood protection.

Upstream Retention

- How does storage effect timing of peak flows?
- Coordinate with the Flood Control District who is currently looking at these elements.
- Consider the potential for upstream retention at the granite quarry
 - Integrate water retention ponds and water systems in upstream flood zones
 - Alternate water system
 - Use retention **as** a way to address other water issues in the Valley.

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Other Comments Regarding Flood Protection Alternatives

- Consider alternative that included widening/dredging downstream Highway 1 to mouth of the river.
- Create an alternative that combines elements including:
 - Multiple retention system upstream (also adds to water system)
 - Walls
 - Dredging
- Consider outside erosion.
 - Add sand bars and vegetation inside.
- There is a strong need to consider wildlife/recreational values.
- Further explain the definition **and** examples of roughness coefficient
- Develop seismic safety requirement for walls—how high can they be and remain safe?
- Involve state parks in the planning process as they control part of the river corridor.
- What will happen to interior drainage of adjacent lands? Implement pumps, etc. to get flood back into channel.
- Provide the stakeholders with maps at tables in order to look at the details of the river and protection elements.
- Design and maintain sandbars in different sections to protect the river.
- Maintain the river as the San Lorenzo River in Santa Cruz is maintained.
 - Use the Santa Cruz Riparian Corridor model.
 - Note that the City of Santa Cruz utilizes biological planning and landscaping along with and raised bridges.
 - City provides information on its website.
- Look at other water systems and ensure that the plan is consistent.
 - Watsonville slough: waste
 - Water treatment: plan and tertiary
 - Water retention
 - PVWMA agency: basin management plan
- Acquire photos of all potential project elements.
- Need to see short-term flood protection first while awaiting the environmental permit process.

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- Address the need to know some overall impacts—how many homes taken for each element? Include the social and economic impacts in the analysis.
- What is the impact model for Highway 1 bridge changes-eliminating constrictions and other obstructions? Consider that we need more analysis of other potentially helpful elements.
- Analyze the impacts of the failure of protection elements.
- Address the need to look at other benefits of protection elements to system—think broadly, creatively and for the long term.
- Project needs to incorporate fish passage into the design—e.g., Fish and Game, Marine fisheries.
- Provide for potential upstream flood controls within drainage.
- Upstream communities need to pay for water control upstream:
 - In the past, flooding was not as a big of a problem—upstream changes have made flooding more severe.
 - Upstream urban sprawl in particular has made flooding more severe.
 - Invite other counties/communities to the table to coordinate all water impacts/changes.
- What are the 3’ freeboard impacts? Consider the need for a presentation on freeboard risk analysis.
- Consider that the Pajaro River is a “living river,” but serves multiple purposes.
 - Define river to include floodplain.
 - Develop solution to work in harmony with multi-uses of the floodplain.
- What can be done in the interim (6-year) period?
- Why can’t EIR/EIS look at total watershed?
- Stakeholders need an update on multi-county committee work.
- Involve agencies in helping to evaluate alternatives to meet goals of fish wildlife/bird use.

IV. NEXT STEPS

This meeting was the second of five Stakeholder Meetings in the Pajaro River Flood Protection Community Planning Process. The Working Group will take the information and input collected at this meeting and use it to create project design options for the Stakeholder Group to review and discuss. The third Stakeholder Meeting is TBD. For more information on this process, visit the website at www.dpw.co.santa-cruz.ca.us/pajaro.htm.



STAKEHOLDER MEETING #3
Thursday, August 23, 2001, 3:30-6:30 P.M.
 Watsonville Senior Center
 114 East 5th Street
 Watsonville, CA

AGENDA

- | | | |
|-------|------|---|
| 3:30 | I. | Welcome and Meeting Overview <ul style="list-style-type: none"> • Opening Remarks —Project Sponsors • Meeting Objective and Agenda Overview—<i>Tim Gilbert, MIG, Inc.</i> |
| <hr/> | | |
| 3:45 | 11. | Review of Stakeholder Meeting #2— Dave Dickson, MIG, Znc. <ul style="list-style-type: none"> • Project Status |
| <hr/> | | |
| 3:55 | 111. | Report from Working Group—Ed Wallace, HHC Inc. and Meri Miles,
<i>CH2M Hill</i> <ul style="list-style-type: none"> • Further Analysis of Upstream Detention and Dredging • Review of Feasible Project Options |
| <hr/> | | |
| 4:30 | IV. | Open Discussion — Tim Gilbert, MIG, Inc. |
| <hr/> | | |
| 4:50 | | BREAK—Light Snack |
| <hr/> | | |
| 5:00 | V. | Project Options Analysis —Ed Wallace, NHC, Inc. and Meri Miles,
<i>CH2M Hill</i> <ul style="list-style-type: none"> • Floodwalls and/or Levee Raising • Setback Levees • A Hybrid Combination Approach |
| <hr/> | | |
| 5:40 | VI. | Open Discussion — Tim Gilbert, MIG, Inc. |
| <hr/> | | |
| 6:30 | VII. | Summary and Next Steps |

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Stakeholder Meeting #3

MEETING SUMMARY

I. INTRODUCTION

On August 23, 2001, over 100 community members, public agency representatives, and elected officials gathered at the Watsonville Senior Center for the third Stakeholder Meeting to discuss the Pajaro River Flood Protection Planning Process. The meeting objectives were: to review the planning process; to present further analysis of flood protection elements; and to introduce some hybrid options that combined various flood protection elements reach by reach. In addition, stakeholders and community members were given the opportunity to provide input and direction to the Working Group regarding these hybrid options to guide them in creating refined community flood protection options for review at the next Stakeholder meeting.

The meeting opened with comments from Congressman Sam Farr, and Bill Philips, Deputy County Administrator for Monterey County. Tim Gilbert of Moore Iacofano Goltsman, Inc. (MIG) facilitated the meeting.

The following is a summary of the comments made by stakeholders and other community members throughout the meeting and on the comment sheets provided. The comments are grouped under the following headings:

- **Questions and Clarifications**
- **Issues and Comments Regarding Dredging and Upstream Retention**
- **Issues and Comments Regarding Hybrid Options Presented**
- **Other Comments**

II. QUESTIONS AND CLARIFICATIONS

- Clarify the differences between the environmental impacts of “total” versus “partial” excavation.
- Is a 3- foot freeboard height assumed and included in all floodwall options presented? Please state.
- Clarify who performs and pays for all maintenance activity related to the flood protection project.
- Is an EIR required for maintenance?

III. ISSUES REGARDING DREDGING AND UPSTREAM RETENTION

- Work with existing efforts to explore opportunities for collaborating with landowners and communities upstream.
- Include upstream retention as a partial solution.
- Describe the maintenance issues and permitting issues associated with dredging.
- Consider the positive impacts of upstream retention on reducing saltation.

IV. ISSUES REGARDING HYBRID OPTIONS PRESENTED

- Include partial excavation to the 2-year water level in all hybrid options to minimize land takings and other impacts.
- Ensure that any hybrid does not affect the structural integrity of the Main Street Bridge.
- Work with permitting agencies to ensure that the roughness value for the hydraulic modeling is realistic and not too low.
- Identify environmental conservation areas as a part of the hybrid options.
- Address the Highway 1 constriction in the hybrid options.
- Look into riverfront development opportunities, including mixed uses and public spaces, as a component of the floodwall option in the urban reach.
- Clarify the “land take” differences between floodwalls and levee raising.

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- Evaluate these hybrid options with regards to aesthetics, environmental resources, and recreational opportunities.
- Provide comparative maintenance information for all hybrid options.
- Address the tidal impacts that would result from a flood with each hybrid project.
- Talk to property owners regarding their preferred hybrid option.
- Provide information regarding the various failure rates of project elements,
- Clarify property and “land take” impacts of street realignment.

V. OTHER COMMENTS

- Minimize amount of new development upstream to prevent increased flows.
- Develop a management plan for the area west of Highway 1.
- Consider that agriculture is not only a land use designation but also rural business that provide taxes and jobs.
- Provide examples of what the roughness values denote.
- Provide analysis of hybrid options on the creeks.
- Consider expanding the storm drain as a component of a flood protection hybrid.
- Dredge any constricted areas or bottleneck spots along the Pajaro River.

VI. NEXT STEPS

This meeting was the third of five Stakeholder Meetings in the Pajaro River Flood Protection Community Planning Process. The Working Group will take the information and input collected at this meeting and use it to create refined hybrid options for the Stakeholder Group to review and discuss. In addition, the Working Group will be conducting a series of focus groups with various stakeholder groups to further refine the options and address key issues related to various flood protection elements. The fourth Stakeholder Meeting will be held on October 4, 2001, location TBD. For more information on this process, visit the website at www.dpw.co.santa-cruz.ca.us/pajaro.htm.



pájaro river
Flood protection
COMMUNITY PLANNING PROCESS

Public Meeting
“Project Design Options”

Thursday, August 23

3:30 - 6:30 p.m.

Watsonville Senior Center
114 East Fifth Street
Watsonville

Future Public Meeting Dates:

“Project Concept”
Thursday, October 4

Watsonville Senior Center
114 East Fifth Street, Watsonville

“Project Concept”

Friday, October 26

Watsonville Veterans Memorial Building
215 E. Beach Street, Watsonville

All meeting times: 3:30 - 6:30 p.m.

For additional information call (831) 454-2402.

Spanish translation will be provided
at all meetings.



riopájaro
protección contra la inundación
PROCESO COMUNITARIO DE PLANEACIÓN

Junta Pública
“Opciones del diseño
del proyecto”

Jueves, 23 de agosto

3:30 - 6:30 p.m.

Watsonville Senior Center
114 East Fifth Street
Watsonville

Fechas de las juntas en el futuro:

“Concepto del proyecto”

Jueves, 4 de octubre
Watsonville Senior Center
114 East Fifth Street, Watsonville

“Concepto del proyecto”

Viernes, 26 de octubre
Watsonville Veterans Memorial Building
215 E. Beach Street, Watsonville

El horario de todas
las juntas es: 3:30 - 6:30 p.m.

Llame si necesita información adicional al número
(831) 454-2402.

Habrá interpretación en español
en todas las juntas.

Proyecto de Control de las inundaciones del Río Pájaro y los arroyos Salsipuedes y Corralitos

*Junta Pública
23 de agosto*

La inundación por el Río Pájaro y los arroyos Salsipuedes y Corralitos ha sido una amenaza para la Ciudad de Watsonville, el pueblo de Pájaro y las tierras agrícolas circunvecinas por muchos años. Como respuesta a este problema los gobiernos locales, junto con el Cuerpo de Ingenieros del Ejército de Los Estados Unidos, están trabajando para diseñar un proyecto de control de inundación. Este proyecto será un componente integral de su comunidad. El que comparta sus pensamientos, preocupaciones y recomendaciones es esencial para formular un plan de control de inundación con éxito.

Únase con sus vecinos en ayudarnos con este proceso.

Llame si necesita información adicional al número 454-2402.

Habrá interpretación en español en todas las juntas.

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Flood Control Project for the Pajaro River & Salsipuedes and Corralitos Creeks

*Public Meeting
August 23, 2001*

Flooding from the Pajaro River and Salsipuedes/Corralitos Creeks has been a serious concern to the City of Watsonville, the town of Pajaro and surrounding agricultural lands for many years. In response to this problem, local governments together with the U.S. Army Corps of Engineers are working to design a replacement flood control project. This project will be an integral component of your community. Sharing your thoughts, concerns and recommendations is essential for a flood control plan to be successfully developed.

Please join your neighbors and assist us in this process.

If you would like additional information, please call our hotline at 454-2402.

Spanish translation will be provided at all meetings.

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12722 P4T28 **ECRL0T**C027

Wolcott, Justine
Santa Cruz County Dept. Public Works
701 Ocean St Rm 410
Santa Cruz, CA 95060-4013

Santa Cruz County & Monterey County
Pajaro River Flood Control Project
c/o 701 Ocean Street, Room 410
Santa Cruz, CA 95060

Prstn Sld
U.S. Postage
PAID
Santa Cruz, CA
Permit # 223

AMENDMENT TO AGREEMENT

0426

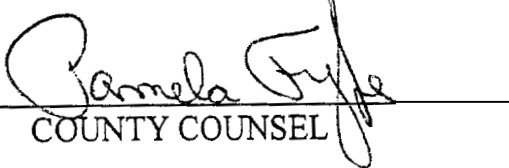
The parties hereto agree to amend Contract No. 02389 dated April 17, 2001 by and between the COUNTY OF SANTA CRUZ and Moore, Iacofano and Goltsman, Inc., by increasing the amount by \$100,000.00 for a new contract total of \$150,000.00 for public facilitation and outreach for a public meeting process for the Pajaro River Flood Control Project, as outlined in Phases 3, 4, and 5 of the attached Scope of Services.

All other provisions of said contract shall remain the same.

COUNTY OF SANTA CRUZ

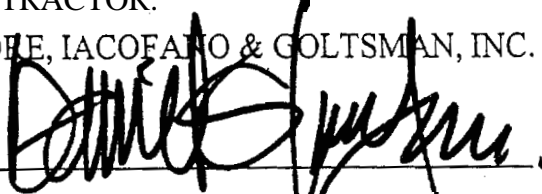
BY: 
DISTRICT ENGINEER

APPROVED AS TO FORM:

BY: 
COUNTY COUNSEL

CONTRACTOR:

MOORE, IACOFANO & GOLTSMAN, INC.

BY: 

ADDRESS: 800 HEARST AVENUE
BERKELEY, CA 94710

TELEPHONE: _____

FAX: _____

E-MAIL: _____

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

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PAJARO RIVER FLOOD PROTECTION COMMUNITY PLANNING PROCESS

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.

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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-an-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 TASK ORDER #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.

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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.

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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.

PRELIMINARY BUDGET

The following presents the Moore, Iacofano, and Goltsman Inc. Team's budget associated with the scope of services for Phases 1-5.

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

PHASE	ESTIMATED COST
Phase 1: Project Organization and Initiation	\$14,000.00
Phase 2: Identification of Project Goals, Major Planning Issues, Opportunities and Constraints	\$36,000.00
(Total for Task Order #1	\$50,000.00)
Phase 3: Development, Analysis, and Evaluation of Project Design Elements	\$41,875.00
Phase 4: Preparation of Concept Plan	\$37,990.00
Phase 5: Presentation, Review, and Approval of Concept Plan	\$20,135.00

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 CONTRACTORS 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 CONTRACTOR'S insurance coverage and shall not contribute to it.

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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 CONTRACTORs 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 BNS / DSL.

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.

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(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. 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, 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 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

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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 ; 0442' (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.

0443

COUNTY OF SANTA CRUZ

CONTRACTOR
MOORE, IACOFANO AND
GOLDSMAN, INC.

By: *Maria Bolick*
District Engineer

By: *[Signature]*

Address:
800 HEARST AVENUE
BERKELEY, CA 94710.

APPROVED AS TO FORM:

Telephone: (510) 845-7549
FAX: _____
E-MAIL _____

By: *Samuel Teem* 4/18/01
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

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 I - 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

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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.

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Presentation Materials and Exhibits Preparation

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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 TASK ORDER #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

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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

0449

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.

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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.

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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

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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.

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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

PHASE	ESTIMATED COST
Phase 1: Project Organization and Initiation	\$14,000.00
Phase 2: Identification of Project Goals, Major Planning Issues, Opportunities and Constraints	\$36,000.00
(Total for Task Order #1	\$50,000.00)
Phase 3: Development, Analysis, and Evaluation of Project Design Elements	\$41,575.00
Phase 4: Preparation of Concept Plan	\$37,990.00
Phase 5: Presentation, Review, and Approval of Concept Plan	\$20,135.00

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Contract No. 12557

INDEPENDENT CONTRACTOR AGREEMENT

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THIS CONTRACT is entered into this **24th** day of April, 2001, by **and** between the COUNTY OF **SANTA CRUZ**, hereinafter called COUNTY, and **NORTHWEST HYDRAULIC CONSULTANTS, INC.**, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: to provide geomorphic, hydraulic and hydrologic engineering and modeling services, and biological analysis for the Pajaro River Levee Reconstruction Project as outlined in the attached Scope of Work (Exhibit "A") and specified in individual Task Orders to be executed by the COUNTY and CONTRACTOR.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Time and materials basis per Exhibit "B", and as specified in individual Task Orders to be executed by the COUNTY and CONTRACTOR

3. **TERM.** The term of this contract shall be: From Board approval to completion of work?

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 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 CONTRACTOR'S insurance coverage and shall not contribute to it.

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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 BRH/TB

(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' BRH/TB

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."

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(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:

PETER COTA-ROBLES, SR. CIVIL ENGINEER
SANTA CRUZ COUNTY
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a **fill** 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:

PETER COTA-ROBLES, SR. CIVIL **ENGINEER**
SANTA CRUZ COUNTY
PUBLIC **WORKS** DEPARTMENT
701 **OCEAN** STREET, **ROOM** 410
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, 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.

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(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.

SECONDARYFACTORS: (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.

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

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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 approved funding to the CONTRACTOR

15. ATTACHMENTS. This Agreement includes the following attachments: Exhibit "A" and "B"

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

COUNTY OF SANTA CRUZ

CONTRACTOR
NORTHWEST HYDRAULIC
CONSULTANTS, INC.

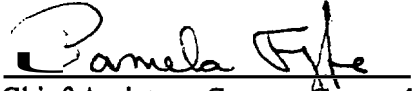
By: 
Director of Public Works

By: 

Address: 3950 Industrial Blvd., Ste. 100-C
West Sacramento, CA 95691

Telephone: (916) 371-7400
FAX: (916) 371-7475
E-MAIL ewallace@nhc.sac

APPROVED AS TO FORM:

By: 
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

TAH:bbs

15 northb.wpd

06/29/01

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

CONTRACT ADMINISTRATOR:

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

WORK TO BE PERFORMED/ SCOPE AND OBJECTIVES:

This contract provides hydraulic and hydrologic engineering and modeling services, geomorphic assessment, as well as biological analysis, in conjunction with the alternatives development and selection process for the Pajaro River Levee System Reconstruction Project (the project). For this contract's hydraulic and hydrologic engineering and modeling services, the Contract Administrator will contract directly with the consulting firm of Northwest Hydraulic Consultants, Inc. (NHC). The consulting firm of CH2MHill Inc. will perform the biological analysis services outlined herein as a sub-contract to NHC Inc. CH2MHill Inc. will be the sub-contractor for this project's biological analysis services in order to maximize efficiency and consistency, as CH2MHill Inc. has been selected by the U.S. Army Corps of Engineers to prepare the combined Environmental Impact Statements & Environmental Impact Reports for the project.

NHC Inc.'s geomorphic, hydraulic and hydrologic services, and CH2MHill Inc.'s biologic services are in support of and shall be in coordination with the public process of facilitated public meetings lead by the consulting firm of Moore, Iacofano, and Goltsman, Inc. (MIG). The Contract Administrator is contracting directly with MIG Inc. in a separate contract for meeting facilitation services that lead the entire public planning process for the project. In conjunction with the Contract Administrator, MIG Inc. will direct the work of NHC Inc. and their sub-contractor CH2MHill Inc.

The process of MIG Inc.'s facilitated public meetings, in conjunction with NHC Inc.'s hydraulic and hydrologic engineering, and CH2MHill Inc.'s biological analyses, will result in a Concept Plan of the locally preferred design for the project. The Concept Plan will be prepared by MIG Inc., under their separate contract, with technical assistance and documentation from NHC Inc. and CH2MHill Inc. provided under this contract. The Concept Plan will be submitted to the U.S. Army Corps of Engineers for

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incorporation into their alternatives analysis and plan formulation process for the project.

For this contract, the Contractor and all associated consultants 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 that is currently underway. It is essential that the Contractor and all associated consultants recognize that analyses of various project design alternatives, as well as questions raised in the public process, must be expeditiously evaluated and addressed in order to allow the public process to proceed on schedule.

The services provided by NHC Inc. and CH2MHill Inc. are divided into two tasks. Task 1 consists of geomorphic, hydraulic and hydrologic engineering services containing six components. Task 2 is biological analysis containing six components. The engineering and biological work will be closely coordinated, with biological considerations factored into hydrological analyses, where applicable and vice versa. 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

1. Identification and evaluation of various flood control project alternatives.
2. Hydraulic modeling, hydrology review, and geomorphic assessment in support of a detailed evaluation of alternatives.
3. Technical guidance and participation in selection of a Concept Plan for the locally-preferred flood control project based on the public process, results of the hydraulic and hydrologic analyses, geomorphic assessment, and the biological analyses described in Task 2.
4. Participation in monthly public 'Stakeholder' meetings as well as monthly 'Working Group' meetings that prepare material for the monthly public 'Stakeholder' meetings.
5. Preparation of a report briefly summarizing the technical development and evaluation of flood control alternatives, and the hydraulic/ hydrologic/ geomorphic evaluation of the Concept Plan for the locally-preferred project. This report will contain a cohesive integration of hydrological and biological analyses and be prepared for public information and 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 Concept Plan of the locally-preferred project.

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6. Performance of any other work analyses as may reasonably be necessary in order for the contractors to achieve the goals and objectives articulated in this Scope of Work.

Task 2: Biological Analysis

1. Assimilation of available biological data covering the project area from all available sources, and in particular from the two consulting firms: Ecosystems West Inc., regarding their contract for biological baseline data compilation within the project area (May, 2001); Rana Creek Inc., regarding their contract for biological data compilation within Monterey County (Spring 2001).
2. Assimilation of GIS mapping information of biological data from both Monterey and Santa Cruz Counties.
3. **COLLABORATION WITH NHC INC. TO IDENTIFY FLOOD CONTROL PROJECT ALTERNATIVES, and evaluation of** the biological effects, regulatory constraints, and probable mitigation requirements in support of a detailed assessment of flood control alternatives identified in the public process.
4. Technical assistance that will result in the selection of a Concept Plan for the locally preferred project based on the public process and the results of the geomorphic, hydraulic, hydrologic, and biological analyses. In particular, participation in monthly public 'Stakeholder' meetings as well as monthly 'Working Group' meetings that prepare material for the monthly public 'Stakeholder' meetings.
5. 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 Concept Plan of the locally-preferred project. The report will be prepared for public information and 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.
6. Performance of any other work analyses as may reasonably be necessary in order for the contractors to achieve the goals and objectives articulated in this Scope of Work.

The actual tasks to be performed in each component described above will be defined in individual Task Orders, as needs are identified in the public process. Individual Task

Orders will be drafted by the contracting consultants and approved by the Contract Administrator. Task Orders will describe the scope of particular assignments, the schedule for completion of the assignment, and the budget for the assignment. The contracting consultants will perform no work, unless authorized by a Task Order.

In general, the analyses, presentations, reports, and other work products defined in individual Task Orders shall include the following considerations:

Hydraulic and Hydrologic Engineering:

- A. The hydraulic/ hydrologic/ geomorphic analyses of the various flood control project design alternatives being considered by the public process shall weigh the feasibility of the concepts under consideration relative to their ability to achieve various levels of flood protection (e.g. 100-year) and shall allow consideration of other factors as may be deemed appropriate by the Contract Administrator as part of the public process.
- B. The hydraulic/hydrologic/geomorphic assessments (including any modeling) for the Pajaro River shall, at a minimum, consider the following reaches within the project area for the Pajaro River Levee System Reconstruction Project: 1) The River's main stem from Murphy's Crossing to the Bay; 2) Corralitos Creek from Green Valley Road to Hwy 152; and 3) Salsipuedes Creek from Hwy 152 to the confluence with Pajaro River. Work should use existing models, especially those of the U.S. Army Corps of Engineers, and topographic data as the basis for model development.
- C. The consultant shall make recommendations for alternatives and determine the hydrologic and hydraulic feasibility of various flood control designs and refinements identifying those that are most hydrologically and hydraulically feasible; and shall perform hydraulic and hydrologic evaluation of the most feasible alternatives, including, but not limited to, their expected performance in conveying sediment loads.

Biological Analysis:

- A. The consultant shall provide biological analysis related to the various flood control project design alternatives, including recommendations for concepts to be considered by the public process to ensure the feasibility and environmental soundness of the concepts under consideration.
- B. The consultant shall provide 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.

- C. The consultant shall provide 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.
- D. The consultant shall provide development of GIS maps of all available baseline biological flora and fauna data the Pajaro River and its tributaries within the project area for the Pajaro River Levee System Reconstruction Project. This work shall be coordinated with the GIS departments of both Santa Cruz and Monterey Counties.

General Task Order Assignments:

In conjunction with the above tasks, it is anticipated that Individual Task Orders will be issued to the consultants for the hydraulic and hydrologic engineering and biological analyses to provide the following services:

1. Response to requests for data from the public process including modeling of hydrologic and biologic effects 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.
2. 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.
3. Attendance at public meetings during non-working hours such as evenings and weekends.
4. 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.
5. Presentations to the participants, the broader public, granting agency boards of directors, city councils, each county agency's Boards of Directors, and other boards, agencies, and various audiences 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.
6. Technical support in meetings that include mediation between people with various backgrounds, interests, and ideas.

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7. Preparation of information in a format that can be posted on the project's web site.
8. Assistance in the production of a locally-preferred Concept Plan to be incorporated into the U.S. Army Corps of Engineers' Pajaro 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.
9. 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.
10. Recognition that graphical and written work products may need to be produced in both the English and Spanish languages, and agreement to facilitate this by cooperating with translators provided by the Contract Administrator, and by submitting work products in a timely manner in order to accommodate any necessary translation.
11. Participation in approximately monthly public 'Stakeholder' meetings as well as approximately monthly 'Working Group' meetings that prepare material for the public 'Stakeholder' meetings. This equals approximately two meetings per month, from May 2001 through October 2001.
12. Recognition that services under this contract will be completed by October 31, 2001, unless otherwise authorized by the Contract Administrator. The total expenditure under the contract will be determined by the sum of amounts authorized under individual Task Orders. The maximum amount of all Task Orders shall not exceed \$250,000.

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ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR 08
NORTH-9

DATE (MM/DD/YY)
07/11/01

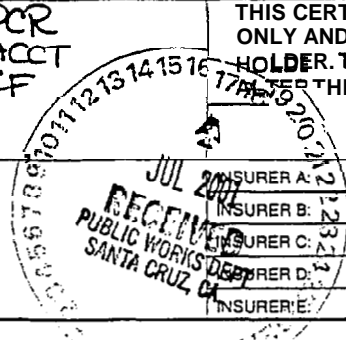
PRODUCER
Willie Seattle
52-819883-AP-OC-XSA
P.O. Box 29611
Charlotte NC 28229
800-922-4405

704-921-4649

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Northwest Hydraulic Consultants, Inc.
16300 Christensen Road Ste 350
Tukwila WA 98188



INSURER A: Hartford Casualty Insurance
INSURER B: Continental Casualty Ins. Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	52UUCGM9004	06/30/01	06/30/02	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 300,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AL TOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS- <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	52UUCGM9004	06/30/01	06/30/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY ALTO				AUTO ONLY - EA ACCIDENT	\$
					EA ACC	\$
					OTHER THAN AGG	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	52XHUXM7811	06/30/01	06/30/02	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OFF-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
B	OTHER PROF LIABILITY	PRA004312372	06/30/01	06/30/02	PROF LIAB	2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to insured's operations, The County of Santa Cruz. its officials, employees, agents and volunteers are added as an additional insured per endorsement CG2026-Designated Person or Organization. They are also added as additional insured with respects to automobile insurance. 10 Days advance written notice applies for cancellation due to non-payment of

CERTIFICATE HOLDER | Y | ADDITIONAL INSURED: INSURER LETTER:

SANT701

Santa Cruz County
Public Works Department
Peter Cota-Robles, Sr.
701 Ocean Street, Room 410
Santa Cruz CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

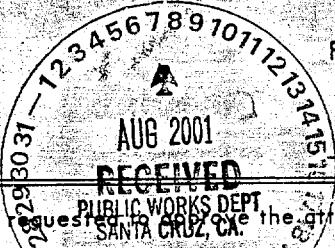
Margie K. Pope

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

IAH
Aoct
CF

0464



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

FROM: PUBLIC WORKS (Dept.)
(Signature) _____ (Date) _____

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

**SANTA CRUZ COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, ZONE 2**

1. Said agreement is between the NORTHWEST HYDRAULIC CONSULTANTS, INC. (Agency)
and 3950 Industrial Boulevard, Suite 100-C, W. Sacramento, CA 95691 (Name & Address)

2. The agreement will provide for professional services to complete hydraulic and hydrologic engineering, and biological analysis for the Pajaro River Levee Reconstruction Project.

3. The agreement is needed because the work can be handled most expeditiously by contract.

4. Period of the agreement is from April 17, 2001 to June 30, 2001

5. Anticipated cost is \$ 250,000.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Contract \$250,000.00; 7% Overhead \$17,500.00; Total \$267,500.00

7. Appropriations are budgeted in 612380 1 26407 1 3600 1 (Index#) 6610 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 12557 Date 7-26-01

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

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Department of Public Works to execute the same on behalf of the Public Works (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By _____ Date _____

Agreement approved as to form. Date _____

TAK dbw

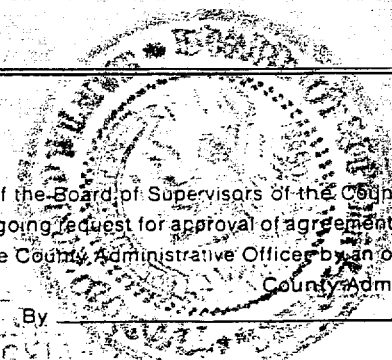
Distribution:

- B.I. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - Green *
- Cn. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

*to Orig. Dept. if rejected.

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

_____ 19 _____ By _____ Deputy Clerk





State of California - The Resources Agency

DEPARTMENT OF FISH AND GAME

http://www.dfg.ca.gov

1416 Ninth Street

Sacramento, CA 95814

0465

Attachment IV

August 7, 2001



Peter Cota-Robles
Santa Cruz County Public Works Department
701 Ocean Street, Rm. 410
Santa Cruz, CA 95060

	SOLID WASTE ENG.		
	LANDFILL OPERATIONS		
3	PAJARO COORD.	✓	✓
	DRAINAGE ENG.		
	DRAINAGE OPERATIONS		
	CONSTRUCT. ENG.		
	ASST. DIR. DEV. SVCS.		
	SANITATION ENG.		
	WATER & WASTEWATER		
	SURVEY / DEVELOPMT.		
	ASST. DIR. TRANSPORT.		
	ROAD OPS. ENG.		
	PERMITS / ENCROACH.		
	RD. MAINT/LIVE OAK P.		
	RDA ENG.		
	ROAD DESIGN ENG.		
	TRANSP / RD. PLANNING		
4	DIR. OF ADMIN. SERVICES	✓	✓
	REAL PROPERTY		
	CSA / PRGM ADMIN.		
	SAFETY OFFICER/FLEET		
	PERSONNEL		

Re: Agreement No. P0030509 Subject: Paiaoro River Flood Control Project

Enclosed for your record is one **fully executed** copy of the subject agreement. In communications concerning this agreement, please refer to the above agreement number.

Inquiries concerning the services to be performed under this agreement should be directed to the Contract Manager, Marty Ginnras (831) 649-2885 concerning the processing or execution of this agreement should be referred to me at (916) 651-6149.

Sincerely,

Karen Boulet
Contract Analyst

Enclosure(s)

- cc: File, Subject w/copy of agreement
- Claims, w/one (1) copy of agreement
- CCR, Marty Ginnras, w/copy of agreement
- CCR, Javier Gloria, w/copy of agreement

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

Pursuant to Fish and Game Code Section §1501.5 (b), this grant process ~~disburses funds~~ for restoration projects approved by the Director of the Department of Fish and Game. This Grant Award is subject to the following conditions.

1. This Grant Agreement is made to Santa Cruz County Public Works Department, hereinafter called the "Grantee," and by the California Department of Fish and Game, hereinafter called the "Grantor."
2. The Grantee agrees to provide all labor, materials, tools, permits, and incidentals necessary to complete Pajaro River Flood Control Project, in accordance with Exhibit A, which is attached and made a part of this agreement by this reference.
3. This Grant Agreement shall be effective **from June 1, 2001 through March 31, 2003**. The Grantee should be aware that time is of the essence and the Grantor expects work will be completed during the **first** available field **season**. If the Grantee does not expect to complete the terms and conditions detailed in the Statement of Work during the first available field season, the Grantee must submit a project time line, in writing, to the Grantor's Contract Manager for approval.
4. This Grant Agreement shall not exceed \$ 50,000.00, including all taxes, licenses and fees in accordance with the budget detail outlined in Exhibit B, which is attached and made a part of this agreement by this reference.
5. The budget ~~in~~ Exhibit B is an estimate of the Grantee's project costs. If required by actual costs, the Grantor may approve and reimburse expenditures in any of the budgeted categories in excess of the estimated costs provided there are offsetting, decreased expenditures in any other budgeted categories. Such requests for budget category changes must be made in writing to the Grantor's Project Manager. **Any** cumulative budget category shift in excess of 10% will require a formal amendment hereto.
6. The Grantor's Project Manager ~~is~~: Marty Gingras, 20 Lower Ragsdale Drive, Suite 100, Monterey, CA 93940, (831) 649-2885.
7. The Grantee's Project Manager ~~is~~: Peter Cota-Robles, 701 Ocean Street, Room 410, Santa Cruz, CA 95060, (831) 454-2816.
8. Prior to any work undertaken under this agreement and any disbursement of funds, the Grantee shall comply with all applicable requirements of the California Environmental Quality

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Act (California Public Resources Code Sections §21000-21177).

9. This Grant Agreement does not constitute approval of the project or of any specific project features for purposes of compliance with any state or federal environmental law, including but not limited to the California Environmental Quality Act. Independent review and recommendation will be provided by the Grantor **as** appropriate on those projects where local, state, or federal permits or other environmental compliance is required.
10. It will be the responsibility of the Grantee to obtain all permits and make all arrangements necessary for its performance hereunder. Written permission must be obtained from landowner(s) for access to perform grant work.
11. No equipment will be purchased with funds provided by the Grantor under this agreement. The Grantor does not have responsibility for loss or damage to rented equipment arising from causes beyond the control of the Grantor. The Grantor's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the Grantor or its officers, employees, or agents.

For the purpose of this Grant Agreement, "equipment" shall be defined **as** all moveable articles of nonexpendable personal property which have: (1) a normal useful life, including extended life due to repairs of four **(4)** years or more; **(2)** an identity which does not change with use, i.e., is not consumed by use or converted by fabrication into some other form of property; and **(3)** a unit cost of \$500.00 or more.
12. The Grantor's Project Manager may require the Grantee to submit progress reports **and/or** coordinate with Grantor personnel **as** often as deemed necessary, but not more often **than** once a month.
13. Upon completion of the project, the Grantee shall submit a written report which contains: (1) the grant agreement number, (2) location of work - show project location using U.S.G.S. 7.5 minute topographical map or appropriately scaled topographical **map**, **(3)** specific project access using public and private roads and trails, and landowner name and address should be included, **(4)** a detailed description and analysis of the organizational efforts used, (5) a description of the results of the project, **(6)** dates of work and the number of person hours expended, **(7)** labeled before and after photographs of any restoration activities and techniques, and **(8)** Grant dollars spent and contributed **and/or** in-kind services used to complete the project.
14. Grant disbursements will be made to the Grantee in arrears, upon receipt by the Grantor of an itemized invoice showing the time period covered and the work items accomplished. Invoices may not be submitted more frequently than monthly, in arrears, and must be submitted with the name and address of the Grantee, and must contain the signature **and** title of the person submitting the invoice.

15. The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grantors project manager. The invoice shall contain the Grant Agreement number, P0030509, and shall be submitted to the attention of the Grantor's Project Manager. In addition, a single copy of the invoice must be sent to the Agreement Coordinator at: Department of Fish and Game, Attn: Javier Gloria, P.O. **Box 47**, Yountville, CA 94599.
16. Each invoice for payment must be accompanied by a written description, not to exceed one page in length, of the Grantee's performance under this agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period.
17. Grantor shall withhold 10% from each and every payment pending fulfillment of the Grantee's obligations herein. Upon completion of the Grantee's obligations, the Grantee must invoice for the payment retention.
18. Any disputes concerning the project or the Grant Agreement shall be resolved by the Project Managers of the Grantor and Grantee. In the event the dispute cannot be resolved by the Project Managers, the dispute shall be referred to the Director of the Department of Fish and Game, whose decision will be final.
19. The Grantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of the Grant Agreement and for a period of three (3) years after receipt of final payment. During such time, said records shall be made available to the State of California, or their designated representative, for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under the Grant Agreement or otherwise authorized by the Grantor shall be borne by the Grantee. The audit shall be confined to those matters connected with the Grant Agreement, including but not limited to, the administration and overhead costs.
20. *All* subcontracts **will** be made in a manner to provide, to the maximum extent practicable, open and free competition. In order to ensure objective subcontract performance and eliminate unfair competitive advantage, subcontractors that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subcontracts.
21. The Grantee and any subcontractors shall permit the Grantor to review and inspect project activities at all reasonable times during the performance period of this Grant Agreement, including review and inspection on a daily basis.
22. The project specifications subject to this Grant Agreement **may only** be amended in writing by mutual agreement of the Grantor and Grantee.
23. The Grantor may terminate the Grant Agreement upon giving thirty (30) days written notice

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to the Grantee. In case of early termination, a final payment will be made to the Grantee upon receipt of an invoice covering costs incurred up to notice of termination, based on the portion of work completed.

24. To ensure payment and allow for an adequate amount of time to process the payment(s) and close the appropriation, all invoices for work performed and charged against this grant must be received and approved by the Grantor's Project Manager no later than April 15, 2003.

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Santa Cruz County Public Works Department

P0030509

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GRANTOR - State of California

GRANTEE

Department of Fish and Game

Santa Cruz County Public Works Department

Michael F. Harris

Thomas L. Bolich, Director

Printed Name of Person Signing

Printed Name and Title of Person Signing

Darlene Hardy

Thomas Bolich

Signature (Authorized)

Signature (Authorized)

Deputy Director, Administration

701 Ocean Street, Room 410, Santa Cruz, CA 95060

Title

Address

Date: 8/6/01

Date: 8/1/01

Amount Encumbered by the Grant Document \$ 50,000.00	Program (Code and Title) Support/Clearing Acct. 99	Fund Title Preservation	Taxpayer's Fed ID Number 94-6000534	
Prior Amount Encumbered For This Grant Document \$	Optional Use			
Total Encumbered by this Grant \$ 50,000.00	Item 3600-001-200-99	Chapter 52	Statute 2000	Fiscal Year 00/01
Index H300	Object Code 418	PCA Code A201 8	Activity Code 121319	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. No.	B.R. No.	
Signature of Accounting Officer <i>Shirley L. O'Neil</i>			Date <u>7/10/01</u>	

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**EXHIBIT A
STATEMENT OF WORK**

Under direction of the Grantor, and under the following conditions and terms, the Grantee will:

1. Conduct watershed organization and support for the Pajaro River Flood Control Project, in the Pajaro River watershed.
2. The Grantee will provide resource managers a forum to coordinate salmonid habitat restoration efforts in the Pajaro River Watershed basin including meeting facilitation, public involvement and technical assistance. Specific tasks include but are not limited to:
 - a. develop ownership information from county parcel database **and** contact landowners to begin coordination
 - b. meet with DFG personnel to identify agency partners
 - c. develop meeting agenda and involve agency and private partners
 - d. include agenda issues such **as**: DFG prioritized recommendations for restoration work **as** identified in habitat inventory reports, instream habitat and riparian restoration techniques, bio-engineering erosion control
3. Provide and facilitate meetings for the purpose of bringing watershed landowners and other user groups together to discuss salmon and steelhead trout life cycle habitat needs **as** it relates to Army Corps levee construction. Provide notes of the meetings to the Grant Manager.
 - a. Provide access to, and facilitate transfer of, technical information and expertise.
 - b. Serve **as** a liaison between the agencies, industries and local grass roots groups.
4. All habitat improvements **will** be done in accordance with techniques described in the *California Salmonid Stream Habitat Restoration Manual*, and other DFG approved protocols.
5. The Grantee will acknowledge the participation of the Department of Fish and Game, Proposition 13 funds on any signs, flyers, or other types of written communication or notice to advertise or explain the Pajaro River Flood Control Project.

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**EXHIBIT B
ESTIMATED BUDGET**

The Grantee will provide up to \$450,000.00 in funds or in-kind services to complete tasks described in Exhibit **A**, Statement of Work. The Grantor will provide an amount not to exceed \$ 50,000.00 as shown below in this Estimated Budget. Accurate records on in-kind funds or services will be made available to the Grantor upon request at any time during the term of this agreement.

PERSONNEL COSTS

Principal-in-Charge	22 hrs	\$175/hr	3,850.00
Project Manager	158.92 hrs	135/hr	21,454.00
Deputy Project Manager	100 hrs	100/hr	10,000.00
Facilitator	44 hrs	135 h	5,940.00
Project Associate	20 hrs	85/hr	1,700.00
Urban Designer	10 hrs	135/hr	1,350.00
Graphic Designer	4 hrs	85/hr	340.00
Support Staff	20 hrs	75 h	1,500.00
Graphic Support	7 hrs	85 h	595.00

TOTAL PERSONNEL COSTS **46,729.00**

ADMINISTRATIVE OVERHEAD @ 7% 3,271.00

TOTAL ESTIMATED BUDGET **\$50,000.00**

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		Estimated Budget in Existing Contract	Additional Budget Needed to Cover and Sustain Current Effort and Added Work items	Task Totals
TASK				
<i>PHASE ONE:</i>				
<i>Project Orientation and Management</i>				
1.1	Working Group Meeting #1	\$3,170	\$0	\$3,170
1.2	Prepare Public Process Structure and Schedule	\$4,400		\$4,400
1.3	On-going Project Meetings and Management	\$2,150	\$15,000	\$17,150
1.4	Develop Mailing and E-mail List	\$1,510		\$1,510
1.5	Bi-Lingual PowerPoint Show/ 1 Focus Group Transl.	\$2,770		\$2,770
TOTAL COSTS (\$)		\$14,000	\$15,000	\$29,000
<i>PHASE TWO:</i>				
<i>ID Project Goals, Issues, Opportunities, & Constraints</i>				
2.1	Project Area Field Reconnaissance and Base Mapping	\$7,370	\$1,000	\$8,370
2.2	Stakeholder Interviews and Focus Groups (3) (Now 7)	\$8,390	\$8,000	\$16,390
2.3	Working Group Meeting #2	\$6,380	\$1,000	\$7,380
2.4	Stakeholder Meeting #1	\$5,430	\$2,000	\$7,430
2.5	Concept Plan Framework Document	\$8,430		\$8,430
TOTAL COSTS (\$)		\$36,000	\$12,000	\$48,000
<i>PHASE THREE:</i>				
<i>Development, Analysis and Evaluation of Project Design Options</i>				
3.1	Working Group Meeting #3	\$9,285		\$9,285
3.2	Stakeholder Meeting #2	\$7,565	\$1,000	\$8,565
3.3	Working Group Meeting #4	\$8,955	\$600	\$9,555
3.4	Stakeholder Meeting #3	\$7,265	\$2,000	\$9,265
3.5	Project Design Options Report	\$8,805		\$8,805
TOTAL COSTS (\$)		\$41,875	\$3,600	\$45,475
<i>PHASE FOUR:</i>				
<i>Preparation of Concept Plan</i>				
4.1	Working Group Meeting #5	\$6,490	\$1,000	\$7,490
4.2	Staff Sessions to Develop Draft Concept Plan	\$6,350	\$1,200	\$7,550
4.3	Working Group Meeting #6	\$5,910	\$1,000	\$6,910
4.4	Stakeholder Meeting #4	\$6,380	\$2,000	\$8,380
4.5	Project Concept Plan Preparation	\$12,860		\$12,860
TOTAL COSTS (\$)		\$37,990	\$5,200	\$43,190
<i>PHASE FIVE:</i>				
<i>Presentation, Review, and Approval of Concept Plan</i>				
5.1	Working Group Meeting #7	\$4,880	\$1,000	\$5,880
5.2	Stakeholder Meeting #5	\$5,655	\$2,000	\$7,655
5.3	Presentations	\$6,790		\$6,790
5.4	Financial Strategies	\$2,810		\$2,810
TOTAL COSTS (\$)		\$20,135	\$3,000	\$23,135
Project Total				\$188,800
TOTAL ADDITIONAL BUDGET NEEDED			\$38,800	

D Dickson hrs-current effort

Outreach Meetings added

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Memorandum

northwest hydraulic consultants
 3950 industrial boulevard, suite 100c
 west Sacramento, ca 95691
 (916) 371-7400
 (916) 371-7475 (fax)

Date: September 6, 2001

Project: 50251

To: Peter Cota-Robles

Company/Agency: Santa Cruz County

From: Loren Murray/Ed Wallace

Subject: Pajaro River Project Budget

This memorandum provides a brief update on Northwest Hydraulic Consultants' (**nhc's**) budget for the Pajaro River Levee Reconstruction Project, Contract No. 12557. **nhc** has been providing technical support for the public outreach process being conducted by Santa Cruz and Monterey Counties for the project. We have worked closely with the consulting firm of Moore, Iacofano, and Goltsman (MIG) to identify and analyze flood protection scenarios. Under our contract, **nhc** and our environmental services subcontractor (CH2M Hill) have provided hydrologic, hydraulic, and environmental analysis to support the selection of a locally preferred flood control alternative. These services have included numerical modeling of several flood protection scenarios.

Since July, we have completed two task orders (Task Orders 1 & 2) under the contract, each culminating in a public meeting with the project area Stakeholders. We have now started work on Task Order 3 in preparation for an October 4 Stakeholders Meeting. Our services under each successive task order have become increasingly detailed in technical scope as alternatives are refined and various flood control strategies are combined into new alternatives.

Our total budget under the contract is \$250,000. To date, **nhc** and our subcontractor CH2M Hill have spent the amounts shown in the following table under Task Orders 1 & 2, and have budgeted the amounts shown for Task Order 3:

Task Order	nhc budget	CH2M Hill budget	T. O. budget
Task Order 1	\$31,344	\$15,456	\$46,800
Task Order 2	\$55,139	\$11,606	\$67,000
Task Order 3	\$56,411	\$28,589	\$85,000
Total			\$197,800

Following completion of Task Order 3, **nhc** will continue to provide technical support for the project, including attendance at additional Working Group Meetings and a

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presentation at a final Stakeholders Meeting on October 23. The results of our work will be summarized in a Concept Plan to be prepared by MIG, and in a technical appendix that provides the hydrologic, hydraulic, and environmental analyses completed for the project. Both of these work products will be provided to the Corps of Engineers to facilitate future planning and design work necessary to implement improved flood protection.

The scope of our technical work has been defined as the project has progressed in order to meet the needs of the public outreach process. We anticipate that the level of technical support desired between the October 4 and October 23 Stakeholders Meetings may be as high or higher than our previous task orders. Given the total amount spent to date, and estimating \$70,000 to \$80,000 for a fourth task order, the total contract amount would be exceeded before the October 23 Stakeholders Meeting. Assuming that an additional \$30,000 to \$40,000 may be required to assist MIG in preparing the Concept Plan and compiling the technical appendices, the total projected amount is in the range of \$300,000 to \$320,000.

Our services in subsequent task orders are yet to be defined by the counties, and could be tailored to the contract maximum of \$250,000. However, this may limit the level of technical support available near the end of the public outreach process. Our purpose in preparing this memorandum is simply to provide some advance information on expenditures for the project, so that it may be used for budgeting and project management purposes by the counties. Please call me with any questions on the budget information provided.

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 REQUESTING ADDITIONAL FUNDING ASSISTANCE AND
AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA
COASTAL CONSERVANCY OR OTHER APPROPRIATE GRANT ORGANIZATIONS FOR
ADDITIONAL COSTS ASSOCIATED WITH 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 and Water Conservation District -
Zone 7 is cosponsoring a U.S. Army Corps of Engineers project to provide 100year flood
protection to the residents of the city of Watsonville, the town of Pajaro, 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 Pajaro 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 is
underway 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 and Water Conservation District - Zone 7 and its local
cosponsor, the Monterey County Water Resources Agency, both have extremely limited resources,
and financial assistance is gravely needed for this important undertaking; and

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RESOLUTION NO. _____

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WHEREAS, the costs of the public process now underway are exceeding the original cost estimates due to the complexity and increased scope of services required; and

WHEREAS, it is of utmost importance to continue the public process 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 the 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 cosponsors 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; and

WHEREAS, the California Coastal Conservancy has approved a grant in the amount of \$250,000 to fund a portion of the cost of the public process and associated technical support.

WHEREAS, the State Department of Fish and Game has approved a grant in the amount of \$50,000 to fund a portion of the cost of the public process and associated technical support; and

WHEREAS, the local sponsors are contributing \$50,000 to fund a portion of the cost of the public process and associated technical support in addition to contributing more than \$100,000 in in-kind services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District - Zone 7 expresses its gratitude for all funding assistance to date and authorizes the District Engineer to execute grant agreements to continue the public process.

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 18th day of September, 2001, by the following vote:

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RESOLUTION NO. _____

Page -3-

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 19th day of September, 2001, by the following vote:

AYES: DIRECTORS

NOES: DIRECTORS

ABSENT: DIRECTORS

Chairman of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

Chief Assistant County Counsel

Distribution: County Counsel
Public Works

DISTRIBUTION:
Public Works
County Counsel
Congress Member Sam Farr
Senator Bruce McPherson
Speaker Pro Tem Fred Keely
Assembly Representative Simon Salinas
Monterey County Supervisor Lou Calcagno
Monterey County, County Administrative Officer Sally Reed
Monterey County Water Resources Agency General Manager Curtis Weeks

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