

Contract No. 25C5114

STANDARD SERVICES CONTRACT
(DESIGN PROFESSIONALS)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ENVIRONMENTAL SCIENCE ASSOCIATES, hereinafter called CONTRACTOR. COUNTY and CONTRACTOR are each a “Party” to this Contract and are collectively the “Parties” to this Contract. The Parties agree as follows:

1. **DUTIES.** CONTRACTOR shall perform the following duties: consulting services for the Santa Cruz Coastal Lagoons and East Cliff Drive Resiliency Plan. These duties are described in further detail in Attachment A, “Scope of Services”, which is attached hereto and incorporated herein by reference.

2. **COMPENSATION.** COUNTY agrees to pay, and CONTRACTOR agrees to receive, compensation for the performance of its services under this Contract as follows: payment not to exceed \$604,849, including a base contract of \$549,863 and a contingency of up to \$54,986 as set forth in further detail in Attachment B, “Terms of Payment”.

3. **TERM.** The term of this Contract shall be: June 24, 2025 through February 28, 2028 or completion of project, whichever is later.

4. **DESIGN DOCUMENTS.** All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules, and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, COUNTY shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of COUNTY, which may use them without CONTRACTOR’s permission for any purpose relating to the project described in the design documents (the “Project”), including construction of the work of improvement.

5. **SCHEDULE.** CONTRACTOR shall perform the duties described in the Scope of Services as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the Project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COUNTY and other entities or authorities with jurisdiction over the Project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities, or obligations under this Contract, shall be compensated as extra work.

6. **TERMINATION.**

A. **Termination for Cause.** COUNTY may, in its sole discretion, immediately terminate this Contract if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. **Termination Without Cause.** COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.

C. **Termination Due to Insufficient Funding.** COUNTY’s obligations under this Contract are

contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide CONTRACTOR at least seven (7) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.

D. Compensation Upon Termination. In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

To the fullest extent permitted by applicable law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Paragraphs 7 and 8 shall include, without limitation, its officers, officials, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, CONTRACTOR, or any third party may sustain that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of 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 Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

C. In no event shall the cost to defend charged to CONTRACTOR exceed CONTRACTOR's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other Parties regarding unpaid defense costs.

COUNTY may conduct or participate in its own defense without affecting CONTRACTOR's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

This Paragraph 7 shall survive the termination or expiration of this Contract.

8. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage and non-contributory as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR's insurance coverage and shall not contribute to it. If

CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. Types of Insurance and Minimum Limits

- (i) Workers' Compensation Insurance in the minimum statutorily required coverage amounts.
- (ii) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, 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.
- (iii) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (iv) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
- (v) Cyber liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of CONTRACTOR. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9) invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

B. Other Insurance Provisions

- (i) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written in Paragraph 3 of this Contract, and that it shall maintain the required

coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(ii) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(iii) All required policies shall be endorsed to contain the following clause:
“This insurance shall not be canceled until after thirty (30) calendar days’ prior written notice (10 calendar days for nonpayment of premium) has been given to:

County of Santa Cruz
Department of Parks, Open Space and Cultural Services
Attn: Fiscal
979 17th Avenue
Santa Cruz, CA 95062
(831) 454-7901
ParksFiscal@parks.santacruzcountyca.gov

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) calendar days’ notice (10 calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

(iv) 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 Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

County of Santa Cruz
Department of Parks, Open Space and Cultural Services
Attn: Fiscal
979 17th Avenue
Santa Cruz, CA 95062
(831) 454-7901
ParksFiscal@parks.santacruzcountyca.gov

(v) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or

not COUNTY has received a waiver of subrogation endorsement from the insurer.

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

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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 Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

i. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

ii. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with COUNTY.

iii. CONTRACTOR shall cause the foregoing provisions of subparagraphs 9B(i) and 9B(ii) to be inserted in all subcontracts for any work covered under this Contract 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.

10. INDEPENDENT CONTRACTOR. CONTRACTOR and COUNTY agree that in performing its obligations under this Contract, CONTRACTOR, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, CONTRACTOR has no right to employment rights or benefits available to COUNTY employees. CONTRACTOR is solely responsible for providing to its own employees all employee benefits required by law. CONTRACTOR shall save COUNTY harmless from all matters relating to the payment of CONTRACTOR's employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of

CONTRACTOR's performance under this Contract, but COUNTY may verify that CONTRACTOR is performing according to the terms of this Contract.

11. NOTICES.

A. Contact Information. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:

Robert Tidmore, Principal Planner
Parks, Open Space and Cultural Services
979 17th Avenue
Santa Cruz, CA 95062
Robert.Tidmore@santacruzcountyca.gov

For CONTRACTOR:

Shannon Fiala, Coastal Manager
Environmental Science Associates
633 West 5th Street, Suite 830
Los Angeles, CA 90071
sfiala@esassoc.com

B. Change of Contact Information. Either Party may change the information in Paragraph 11.A by giving notice as provided in Paragraph 11.C.

C. Method of Delivery. Each notice between COUNTY and CONTRACTOR provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

(i) A notice delivered by personal service is effective upon service to the recipient.

(ii) A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(iii) A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(iv) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

12. NONASSIGNMENT. CONTRACTOR shall not assign this Contract without the prior written consent of COUNTY.

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

14. INSPECTIONS, AUDITS, AND PUBLIC RECORDS.

A. Inspection of Documents. CONTRACTOR shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of CONTRACTOR's records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure CONTRACTOR's compliance

with the terms of this Contract.

B. Retention and Audit of Records. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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-Treasurer-Tax Collector, 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 Contract.

C. Public Records. COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY. COUNTY's public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY may include but is not limited to the following:

i. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose this Contract to the public or such governmental agency.

ii. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that CONTRACTOR may provide to COUNTY, unless such disclosure is prohibited by court order.

iii. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").

iv. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.

v. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that CONTRACTOR may provide to COUNTY shall be disregarded and have no effect on COUNTY's right or duty to disclose to the public or governmental agency any such record or data.

D. Public Records Act Requests. CONTRACTOR shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

i. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in CONTRACTOR's possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that CONTRACTOR deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of CONTRACTOR. Within five (5) COUNTY business days after COUNTY's demand, CONTRACTOR shall (a) deliver to COUNTY all of the requested records that are in CONTRACTOR's possession or control, together with a written statement that CONTRACTOR, after conducting a diligent search, has produced all requested records that are in CONTRACTOR's possession or control, or (b) provide to COUNTY a written statement that CONTRACTOR, after conducting a diligent search, does not possess or control any of the requested records.

ii. If CONTRACTOR wishes to assert that any specific record or data is exempt from

disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. CONTRACTOR's assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days' advance written notice to CONTRACTOR before disclosing any record subject to CONTRACTOR's assertion of exemption from disclosure.

iii. CONTRACTOR shall indemnify COUNTY for any court-ordered award of costs or attorney's fees under the CPRA that results from CONTRACTOR's delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.

iv. This provision shall not prohibit CONTRACTOR from seeking a protective order to prevent the disclosure of records CONTRACTOR has deemed or marked as confidential or restricted or proprietary.

E. This Paragraph 14 shall survive the termination or expiration of this Contract.

15. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract 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.

16. ATTACHMENTS. CONTRACTOR shall comply with the requirements of the following attachments to this Contract, each of which is incorporated herein by reference:

Attachment A, "Scope of Services"

Attachment B, "Terms of Payment"

Attachment C, "Revisions to Exhibits; Additional Terms and Provisions"

Unless explicitly stated in an attachment, the language in the body of this Contract controls should a conflict arise between the language in the body of this Contract and any attachment to this Contract.

17. LIVING WAGE. This Contract is covered under Living Wage provisions if this Paragraph is initialed by COUNTY_____.

If Item # 17 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

18. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all Parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$200,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

19. GENERAL TERMS.

A. Compliance with Laws. CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract,

including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. CONTRACTOR bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Paragraph 7 of this Contract.

B. Standard of Practice. CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

C. Prior Acts Ratified. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.

D. Modification. This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. CONTRACTOR acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.

E. Non-Liability of County Officers, Officials, Employees, Agents, Volunteers. No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to CONTRACTOR in the event of any default or breach by COUNTY.

F. Governing Law. The laws of the State of California govern all matters arising from or related to this Contract.

G. Jurisdiction and Venue. This Contract is signed and performed in Santa Cruz County, California. CONTRACTOR consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.

H. Construction. The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.

I. Headings. The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.

J. Severability. If anything in this Contract is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.

K. No Waiver. Payment, waiver, or discharge by COUNTY of any liability or obligation of CONTRACTOR under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any other occasion.

L. No Third-Party Beneficiaries. This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

M. Force Majeure. Neither Party hereto shall be liable or responsible for delays or failures in

performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

N. Authorized Signature. CONTRACTOR represents and warrants to COUNTY that:

i. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.

ii. The individual signing this Contract on behalf of CONTRACTOR is duly authorized to do so and their signature on this Contract legally binds CONTRACTOR to the terms of this Contract.

O. Integrated Contract. This Contract, including its attachments, is the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.

P. Counterpart Execution. This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

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[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE

Contract No. 25C5114

STANDARD SERVICES CONTRACT

IN WITNESS WHEREOF, the Parties hereto agree to the terms set forth above.

2. **ENVIRONMENTAL SCIENCE
ASSOCIATES**

Signed by:
By: Christie Beeman 6/9/2025
SIGNED B308E7CD264D401...
Christie Beeman
PRINTED

4. **COUNTY OF SANTA CRUZ**

By: _____
SIGNED
PRINTED

Company Name: Environmental Science Associates

Address: 633 West 5th St., Suite 830
Los Angeles, CA 90071

Telephone: 949-870-1522

Email: sfiala@esassoc.com

1. **APPROVED AS TO FORM**

Signed by:
Ann Jackson 5/30/2025
52A16A3EBDCE4CC...
Office of the County Counsel

3. **APPROVED AS TO INSURANCE**

Signed by:
Gina Occhipinti Borasi
E4EADC5BA53B4DB... 6/2/2025
Risk Management

DISTRIBUTION:

- Parks
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

Attachment A Scope of Services

- 1) COUNTY is contracting for the consulting services for the Santa Cruz Coastal Lagoons and East Cliff Drive Resiliency Plan “Project”. The Project will develop an initial planning-level feasibility study of nature-based adaptation strategies to sea level rise (SLR) for roughly 0.5-miles of East Cliff Drive at three locations where the roadway crosses the three coastal lagoons (Schwan Lagoon, Corcoran Lagoon, and Moran Lagoon) in mid-Santa Cruz County.

The feasibility analysis will analyze a range of adaptation strategies to projected SLR for the three coastal lagoons. The Project will result in the identification of a preferred adaptation strategy for each location that prioritizes the use of nature-based solutions, protection and enhancement of coastal resources and ecosystems, maintenance of coastal access, and resilience of infrastructure and property. The Project will include beach berm surveys, hydrologic monitoring, and other studies that will result in the development of conceptual models that can predict the response of the beach/lagoon system to various SLR scenarios. The models will be used to guide development of adaptation strategies. Further, significant and robust community, stakeholder, and tribal engagement will be conducted to identify the needs of the community and guide the development of strategies.

The feasibility analysis will lead to the development of a preferred alternative(s) for each location along with a final report detailing the selection of the preferred alternative. The project goal is to identify an alternative that can be further developed through preliminary design, environmental review, final design, and permitting in a later, future phase.

- 2) The duties of the CONTRACTOR include the following Scope of Services:
CONTRACTOR has developed a streamlined technical approach for meeting the needs of the Santa Cruz Coastal Lagoons and East Cliff Drive Resiliency Plan (Project). This approach relies on CONTRACTOR’s extensive experience in developing restoration designs for lagoons. Building from this foundation, CONTRACTOR’s technical approach (1) is grounded in a proven standard of engineering practice that has successfully helped other projects elsewhere in the state, (2) will provide significant value to Santa Cruz County, the Technical Advisory Committee (TAC), and partner agencies, and (3) provides the best path for building momentum and consensus-building at these crucially important sites.
 - a) Task 1: Project Management and Kickoff Meeting
 - i) Throughout the project, CONTRACTOR will coordinate closely with County staff and CONTRACTOR team members to effectively manage the project throughout its duration. CONTRACTOR shall provide project management, coordination with the project team, schedule and budget management, and quality control throughout the project. CONTRACTOR will closely track the team’s progress, budget, and schedule using CONTRACTOR’s Project Management Dashboard tool and will proactively communicate potential issues and solutions to the County. CONTRACTOR has designated Shannon Fiala to be the project manager to oversee the project throughout the life of the project, and to coordinate with all subcontractors. Shannon will be the primary point of contact for the team for all issues related to the contract and the primary contact for the County’s project manager. This task includes compliance with grant requirements

such as quarterly invoices and progress reports. CONTRACTOR will provide invoice and progress report packages in a format that the County can easily use for State Coastal Conservancy grant reimbursement submittals.

- ii) The CONTRACTOR team will lead one (1) in-person project kickoff meeting to discuss a refined scope of work, interested parties, communication protocols, detailed schedule, as well as monthly virtual Project Team meetings throughout the thirty-month duration of the project for ongoing coordination and management. As a part of this task, CONTRACTOR shall leverage the County website to create a project website where project materials can be stored and shared throughout the project duration, similar to the website for the Santa Cruz County Sea-Level Rise Vulnerability Assessment Project. CONTRACTOR will work with the County and project partners to determine the URL and content of the website. The CONTRACTOR team will also assist the County with the establishment of an interested parties list, including representatives from:

- (1) Local Agencies and Special Districts, including Santa Cruz County Community Development and Infrastructure department, Santa Cruz County Environmental Health Department, City of Santa Cruz, Santa Cruz County Regional Transportation Commission, Resource Conservation District of Santa Cruz County
- (2) State Agencies, including California Coastal Commission, Caltrans, State Parks, State Coastal Conservancy, California Department of Fish and Wildlife, and the Regional Water Quality Control Board
- (3) Federal Agencies, including U.S. Army Corps of Engineers and US Fish and Wildlife Service
- (4) Environmental advocacy groups, land trusts, and non-profits, including California Marine Sanctuary Foundation, Bike Santa Cruz County, Ecology Action, Land Trust of Santa Cruz County, Santa Cruz Climate Action Network, Save Our Shores, and University of California at Santa Cruz's Climate Coalition
- (5) Local residents, beach users and other interested parties, particularly from any nearby vulnerable communities
- (6) Native American Tribes to the extent that they are willing and interested

iii) Assumptions

- (1) CONTRACTOR will attend one (1) in-person kickoff meeting with the County.
- (2) CONTRACTOR will attend up to thirty (30) virtual project team meetings.
- (3) The project website will be hosted by the County.

b) Task 2: Review of Existing Resources

- i) The CONTRACTOR team will also rely on its deep understanding of regional coastal lagoon hydrology, morphology, habitats, and management to put the three Project sites within a broader regional context. The three lagoons have long had heavily controlled connections to the Pacific Ocean, and understanding how they could respond in the future to different connections is best informed by similar projects and similar lagoon sites. As a part of this task, the CONTRACTOR team will review relevant existing resources to further understand the current state of planning for the three East Cliff Drive coastal lagoons, including existing data on water quality, hydrology, biotic data, land use, coastal hazards, access, the recent studies and modeling at Moran, and other relevant data. The review will entail an assessment of existing and available documents to be provided by

the County or otherwise readily available public information, including:

- (1) California Coastal Commission's (CCC) Sea-Level Rise Policy Guidance and Critical Infrastructure Guidance
- (2) Ocean Protection Council's State of California Sea-Level Rise Guidance: Science and Policy Update
- (3) Santa Cruz County's Local Coastal Program, General Plan and Zoning Code
- (4) Santa Cruz County Multi-Jurisdictional Hazard Mitigation Plan
- (5) Santa Cruz County Climate Action and Adaptation Plan
- (6) Santa Cruz County Climate Action Strategy
- (7) Moran Lake Water Quality Study & Conceptual Restoration Plan
- (8) Moran Lake Restoration Project Biological Resources Assessment
- (9) Other relevant planning documents, including transportation plans, bike and pedestrian plans, trails and access plans, shoreline management plans, ecological management plans, economic development plans, hazard or contaminated sites plans, utility plans, and/or other similar applicable plans for relevant information.
- (10) Coastal Hazard and Sea-Level Rise Geographic Information Systems (GIS) Data
- (11) Asset GIS Data

ii) Once the data and studies have been gathered and reviewed, the CONTRACTOR team will compile the inventory of existing assets and group the assets into broad categories that will facilitate the SLR risk vulnerability assessment and development of adaptation solutions in a simplified manner (e.g., transportation, water and wastewater, habitats, recreational, residential and commercial, etc.). When complete, information on existing conditions that is most pertinent to the public engagement process will be summarized for display in an interactive digital StoryMap as described in Task 7.

iii) Assumptions:

- (1) County staff and other partners will provide files, documents, surveys, maps, and other information not otherwise publicly available but on file with those agencies.
- (2) County staff will distribute draft documents for review and will consolidate and deconflict all comments of the Draft Existing Conditions Report before sending to CONTRACTOR for incorporation into the draft documents.

c) Task 3: Technical Advisory Committee and Ongoing Project Coordination

i) The CONTRACTOR team will assist the County in convening a Technical Advisory Committee (TAC) comprised of staff from relevant agencies, including:

- (1) Local Agencies and Special Districts, including Santa Cruz County Community Development and Infrastructure department, Santa Cruz County Environmental Health Department, City of Santa Cruz, Santa Cruz County Regional Transportation Commission, Resource Conservation District of Santa Cruz County
- (2) State Agencies, including California Coastal Commission, Caltrans, State Parks, State Coastal Conservancy, California Department of Fish and Wildlife, and the Regional Water Quality Control Board
- (3) Federal Agencies, including U.S. Army Corps of Engineers and US Fish and Wildlife Service
- (4) Environmental advocacy groups, land trusts, and non-profits, including California Marine Sanctuary Foundation, Bike Santa Cruz County, Ecology Action, Land Trust of Santa Cruz County, Santa Cruz Climate Action Network, Save Our Shores, and University of California at Santa Cruz's Climate Coalition

- (5) Academics and researchers from University of California at Santa Cruz or other institutions
- ii) The CONTRACTOR team will draft and finalize a TAC coordination plan in collaboration with Santa Cruz County, and CONTRACTOR will virtually facilitate six (6) TAC meetings during the project. The TAC will review and provide direction for the project at key milestones, as identified in the TAC coordination plan. An anticipated challenge will be keeping the TAC engaged over the 30-month duration of the project. In between TAC meetings, CONTRACTOR can share project updates via email, or other outreach methods described in Task 7 below, including making phased additions to the StoryMap to allow the TAC to visually interact with data and adaptation alternatives as they are developed. The CONTRACTOR team will also facilitate ongoing coordination with the Santa Cruz County's Sea-Level Rise Vulnerability Assessment (SLRVA) project team members and with Santa Cruz County Regional Transportation Commission's Climate Change Adaptation and Vulnerability Assessment (CCAVA), as needed as the CCAVA final report has been completed. Finally, the CONTRACTOR team will also facilitate ongoing coordination with the California Marine Sanctuary Foundation and State Park's Monterey Bay Living Shoreline Project (MBLSP), as needed, particularly regarding project implementation at Seabright Beach / Twin Lakes State Beach.
- iii) Potential TAC meeting topics could include:
 - (1) Project kickoff, including discussion of project goals and objectives, development of the interested parties list, discussion of the Draft Community and Interested Party Engagement Plan, discussion of the Draft Existing Resources Report, and key milestones at which to coordinate with the TAC.
 - (2) Monitoring Study Plan, including presentation and discussion of the Draft Project Study Plan.
 - (3) Monitoring and Modeling Results, including a presentation and discussion of the first year of monitoring data, the development of the models, and modeling outputs based on the first year of monitoring.
 - (4) Preliminary Adaptation Strategies, including presentation and discussion of the Draft Overall Project Vision and Objectives Memo and draft adaptation strategies.
 - (5) Preferred Alternative, including presentation and discussion of the Draft Preferred Alternative Report.
 - (6) Project closeout and next steps, including a presentation and discussion of potential funding sources and next steps for project implementation.
- iv) Assumptions
 - (1) The CONTRACTOR team will virtually facilitate and attend six (6) TAC meetings. Additional TAC meetings would be optional tasks for a separate cost.
 - (2) County staff will distribute draft documents for review and will consolidate and deconflict all comments on the Draft TAC Coordination Plan before sending to CONTRACTOR for incorporation into the draft documents.
- d) Task 4: Monitoring of Coastal Lagoons in Mid-County
 - i) CONTRACTOR's experience planning and designing similar projects along California's coast gives CONTRACTOR the unique perspective to develop a monitoring plan specifically suited to the project. Before implementing this Task, CONTRACTOR will prepare a draft and final Project Study Plan that outlines all data to be collected and the purpose of data collection that will be reviewed and discussed

with the County and the TAC. CONTRACTOR understands the need to target monitoring to fit within the 24-month monitoring period and the available funding while also prioritizing tasks pertinent to the potential adaptation strategies. CONTRACTOR also understands that valuable data has been and is currently being collected at all three lagoons through various resources and plans to utilize those resources to the maximum extent possible. Thus, CONTRACTOR's team proposes an approach prioritizing the data needed to identify the limiting environmental factors affecting lagoon health and the surrounding community interests, as well as to inform high-confidence model outputs that will be developed in Task 5. Monitoring is anticipated to occur from June 2025 through April 2027, through a mix of discrete and continuous (time-series) data collection methods. A proposed list of base and optional monitoring activities to be performed by the CONTRACTOR team, along with their proposed timescales, are provided in the table below along with a description of each.

- ii) Thus, while some discrete monitoring tasks are anticipated to occur throughout the full monitoring period, continuous monitoring is proposed to capture two winter seasons (e.g., September 2025-April 2027) and CONTRACTOR's team shall undertake a scaled monitoring approach to collect data pertinent to the potential adaptation strategies. This scaled approach prioritizes the data needed to identify the limiting environmental factors affecting lagoon health and the surrounding community interests, as well as to inform high-confidence model outputs that will be developed in Task 5. A proposed list of base and optional monitoring activities to be performed by CONTRACTOR along with their proposed timescales are provided in the table below and a description of each is provided below.

	Year 1 (2025/2026)												Year 2 (2026/2027)											
	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April
Monitoring Task																								
Water Quality and Water Levels																								
Continuous Water Level, Temperature, and Salinity					x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Continuous Water Temperature Vertical Array					x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Discrete Depth Profiles (Temperature, DO, pH, Salinity, Turbidity)	x	x	x	x	x			x			x		x	x	x	x	x			x				x
Discrete Nutrient Sampling	x			x									x			x								
Beach Berm Elevations		x			x			x			x			x			x			x				x
Bathymetric Survey				x																				
=Continuous Sensors																								
= State Parks data collection																								
= SC County data collection and labwork																								

- iii) **Water Quality and Water Levels:** In addition to leveraging existing data, sampling programs, and onsite staff resources (e.g. Santa Cruz County Environmental Health Department, California State Parks), CONTRACTOR will sample continuous and discrete water quality and water level data in each lagoon to develop an understanding of key lagoon characteristics such as hydrologic inputs and their effect on breach events, the absence or presence of temporal stratification and nutrient loading, and temporal salinity variations. CONTRACTOR anticipates that water quality and water level data collection (i.e., nutrient samples, vertical water quality profiles, and continuous thermistor strings) would be installed / conducted at each lagoon. Specific tasks include: deployment and maintenance of telemetered, continuous water level, temperature, and salinity instruments (10-minute sampling interval) for 20 months spanning two rainfall seasons and one summer stratification period (September 2025 through April 2027); deployment and maintenance of continuous water temperature

instrument vertical arrays (10-minute sampling interval) in each of the lagoons for the same 20-month period; vertical profiles (0.5-foot sampling interval) of temperature, salinity, pH, dissolved oxygen, and turbidity 14 times during the 24-month monitoring period with increased frequency during the summer stratification period; and discrete water nutrient sampling and lab analysis a minimum of four times (May and August of each year). To achieve geodetic compatibility between all datasets, all water level readings will be converted to the project datum through an elevation survey. Water level readings will be compared to concurrent readings from a nearby NOAA tide gauge and the adjacent roadway, which will be surveyed by CONTRACTOR during instrument deployment. In addition to informing lagoon dynamics and model inputs, continuous lagoon water level data will inform lagoon breach/closure events and road overtopping events. Additionally, CONTRACTOR will obtain monthly repeat photographs of the lagoon inflow channels from staff visiting the sites, using consistent photo point locations at each site. CONTRACTOR will also purchase a trail camera to be deployed at Schwan Lagoon by State Parks. Photographs will be used for qualitative review of beach response to storm events and to lagoon drainage events. Regular download and service of the trail camera will be performed by a mix of State Parks and CONTRACTOR staff.

- iv) ***Beach Berm Elevations:*** CONTRACTOR will conduct quarterly surveys of the beach berm profile and other key points of interest (e.g., local lagoon bed elevations, beach crest profiles). These will be conducted at repeat locations for analysis of shoreline change, with an anticipated first survey date of June 2025, spanning eight beach surveys, through April 2027. Beach topography and lagoon water levels will be collected in the same manner at each site.
- v) ***Bathymetric Survey:*** CONTRACTOR will collect bathymetric data at two of the sites (Schwan and Corcoran lagoons) using a combination of ground-based real time kinetic (RTK) global position system (GPS) surveying and canoe-based single-beam sonar. These data will be combined to create a continuous bathymetric surface for the lagoons for use in the modeling in Task 5. CONTRACTOR understands that a bathymetric survey is already available from the County's prior work on Moran Lagoon. This. Bathymetry data would only be collected at Schwan and Corcoran lagoons (since these data are available from previous work at Moran).
- vi) The CONTRACTOR team anticipates that the monitoring at Schwan, Corcoran, and Moran will be similar, but may alter the plan in coordination with the County and TAC based on the findings from the first year. After the monitoring data has been collected, the CONTRACTOR team will summarize monitoring data in a draft Monitoring Report, including recommendations for future monitoring, which will be reviewed by the County and the TAC.
- vii) Assumptions:
 - (1) CONTRACTOR anticipates supplementing its monitoring with existing historic and ongoing water quality monitoring data from the Santa Cruz County Environmental Health Department at the various sampling sites around Schwan Lake, Corcoran Lagoon, Moran Lake, as well as the Moran Lake Water Quality Study (2005).

- (2) CONTRACTOR assumes that site access will be coordinated by the client, including by small watercraft (canoe or kayak).
 - (3) CONTRACTOR assumes that California State Parks will provide water quality depth profile data collection support in all three lagoons six of the fourteen timesteps (May, July, and August of each year), with coordination support provided by CONTRACTOR.
 - (4) CONTRACTOR assumes that Santa Cruz County Environmental Health Department will perform all discrete water nutrient sampling and lab analyses required for this study, with coordination support provided by CONTRACTOR.
 - (5) CONTRACTOR will use telemetry to continuously monitor water level, temperature, and salinity at each site. Instruments will transmit data to a cloud-based data management platform that will be provided to the client. It is assumed that cellular connection is possible for telemetry transmission.
 - (6) CONTRACTOR will use HOBO Pendant temperature loggers in a vertical array either suspended from a buoy or attached to a physical structure to measure continuous water temperature at set intervals within each of the three lagoons.
 - (7) CONTRACTOR's labor costs assume that seven of the beach berm elevation surveys will occur during visits to the site for water quality service and sampling.
 - (8) CONTRACTOR's labor costs assume limited maintenance will be needed for the monitoring equipment after installation, with contingency for one visit in the event that malfunction repair is necessary. Additional site visits to address equipment malfunctions may require additional funding.
 - (9) Water quality data processing and QA/QC will be conducted per CONTRACTOR QA/QC protocol and will comply with United States Geological Survey's "Wagner Methods."
- e) Task 5: Modeling of Sea-Level Rise Scenarios and Adaptation Strategies for Coastal Lagoons in Mid-County
- i) Although the Request for Proposals included Preliminary Adaptation Strategies as Task 5 and Modeling as Task 6, please note that CONTRACTOR switched the order of those tasks in order to discuss the vulnerability risk analysis prior to development of the adaptation strategies. The survey and monitoring data collected during Task 4 will be used to create site-specific models for each of the three locations that can predict wave action and run-up, coastal erosion, coastal lagoon dynamics, and ecosystem response under a range of sea-level rise scenarios for the three locations. CONTRACTOR understands that a similar approach was used to create a model for Moran Lagoon as part of an earlier Coastal Conservancy grant, and that this model has been successful in predicting wave run-up at the site. However, this model is not recommended as the sole tool for this project because it relies heavily on assumptions about the timing of mouth closure events which, while effective for existing conditions, may not be valid for future

sea-level rise conditions or for alternatives involving alteration of the road crossing. CONTRACTOR has extensive experience in developing modeling and the CONTRACTOR team strategy relies on a series of proven and targeted technical approaches that (1) minimize the uncertainty about future coastal hazards by being heavily grounded in local observations and reference sites, and (2) have successfully guided transportation infrastructure project development, and (3) achieved California Coastal Commission Coastal Development Permits, elsewhere in the state:

- (1) ***Watershed Runoff:*** CONTRACTOR will resolve freshwater runoff into each of the lagoons using either a modeling or statistical approach: CONTRACTOR will review the Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS) model developed previously for the Moran Lagoon site and compare it with a watershed scaling approach. In either case, runoff data will be developed through 2026.
- (2) ***Future beach conditions:*** CONTRACTOR will apply coastal engineering approaches (e.g., a modified Bruun approach) to assess future beach change with sea-level rise. This will be compared against beach widths measured at the site from 2016 to 2026 from satellite data (CoastSat) before forecasting.
- (3) ***Coastal water levels:*** This task will rely on coastal wave runup analyses on the beaches that consider both the variability in the beach morphology, and the observed and future coastal conditions. CONTRACTOR previously applied this approach for the Scott Creek Coastal Resilience Study in Santa Cruz County and will use this approach in this study. This will result in a time series of total water levels (i.e., tides plus wave runup) as the basis for statistical analysis of extreme total water elevations at East Cliff Drive. This approach meets the engineering standard of practice and is based on the Federal Emergency Management Agency's (FEMA) coastal flood hazard mapping guidelines. This analysis will be performed for existing conditions and with sea-level rise using results of the beach change assessment.
- (4) ***Lagoon hydrology and mouth behavior:*** CONTRACTOR will assess the response of each of the three lagoon sites to future conditions using CONTRACTOR's Quantified Conceptual Model (QCM). The QCM is a combined hydrologic-geomorphic tool that predicts lagoon mouth condition (i.e., 'open' or 'closed' to the ocean) in response to coastal and fluvial conditions, as well as lagoon water levels and key flow terms, such as wave overtopping and tidal flows. CONTRACTOR has used the model most recently as a decision-support tool at Pescadero Lagoon, Scott Creek, the San Lorenzo River, and the Pajaro River. In the first two cases, CONTRACTOR used the model in collaboration with the TAC at each site to help with developing and evaluating alternatives. CONTRACTOR shall take the following approach:
 - (a) The QCM will be hindcast for the period from 2016 to 2026 (i.e., the period of time when frequent satellite imagery of the beach and lagoon mouths is

available and encompassing the period of data collection for the Project) and calibrated to reproduce the historical mouth conditions and water levels at each site.

- (b) The model will be run again for the hindcast period with added sea-level rise, to develop an understanding of future conditions without adaptation alternatives. This will create a reference point for quantitative comparison with alternatives.
- (c) Under Task 6, the model will be used to analyze adaptation alternatives for existing and future sea-levels for comparison against the baseline. These alternatives are expected to encompass modifications to the lagoon mouth connection under the roadway, alterations to the roadway itself, or changes in water level management in the lagoons.

(5) **Lagoon hydrodynamics (Optional):** While the QCM has demonstrated utility elsewhere for predicting mouth closure and breaching events, it does not directly address velocities in the lagoon. As an optional task to resolve velocities, which are relevant as a constraint for aquatic species, the QCM model could be paired with a gridded hydraulic model (either Hydrologic Engineering Center's River Analysis System (HEC-RAS) or Delft3D) at each site to model the velocity in each lagoon during breach events. The QCM would provide boundary conditions at the lagoon mouth of each site, which would be used by the hydraulic models to identify the flushing velocities within each site that occur when water rapidly drains out of the lagoon. This would help to identify velocity constraints and the potential need for low-flow refugia for aquatic species. A similar approach of pairing the QCM with a 2D hydrodynamic model of the lagoon was recently applied successfully by CONTRACTOR at both Scott Creek and Pescadero Creek. The CONTRACTOR team would validate the lagoon modeling approach against the results of the prior Moran Lagoon HEC-RAS model. If the County and the TAC decide that similar HEC-RAS models at Schwan and Corcoran Lagoons should be developed, these models will also be refined based on monitoring data and utilizing sea-level rise projections.

- ii) Finally, sea-level scenarios will be based on the 2024 update to the State of California Sea-Level Rise Guidance and Coastal Commission's 2024 update to its Sea-Level Rise Policy Guidance. The CONTRACTOR team will provide recommendations on the specific sea-level rise scenarios to model, including time horizons and sea-level rise amounts, which will be discussed with the County and the TAC. These scenarios are anticipated to include mid- and late-century time horizons and sea-levels associated with the high scenario described by OPC. The modeling analysis will also consider future rainfall conditions. Modeling will account for the full range of lagoon conditions, i.e., when the lagoon inlets at Corcoran and Moran have been breached and when they are closed. The CONTRACTOR team will also compare the results of the total water level analysis against the results of regional tools, such as the United States Geological Survey's (USGS) Coastal Storm Modeling System (CoSMoS).

iii) Assumptions

- (1) Completion of this task assumes that 12 to 16 months of monitoring data encompassing two winters will be adequate to calibrate the models.

- (2) CONTRACTOR's lagoon QCM model will be used as the primary analytical tool for assessing future lagoon behavior and habitat conditions.
- (3) As an optional task, HEC-RAS or Delft3D models could be refined or developed for each site and used solely to identify velocities during lagoon breach events.
- (4) CONTRACTOR will model up to four future climate scenarios for each site, including sea-level rise scenarios and future rainfall-runoff scenarios.

f) Task 6: Preliminary Adaptation Strategies

- i) With input from the TAC, the community, and other shoreline users, CONTRACTOR will develop a series of adaptation strategies for each location, which will form the basis for the preferred alternative. CONTRACTOR proposes an approach that leverages 1) historical information at each site, 2) data and modeling developed as part of the Project, and 3) expertise from CONTRACTOR's team which includes local experts in transportation, ecology, and climate change adaptation. This approach has worked well at similar projects in Santa Cruz County, and CONTRACTOR is confident that it will result in a preferred alternative at each site that would be technically feasible and capable of complying with CEQA and permitting requirements.
- ii) Building on the SLR vulnerability modeling conducted under Task 5, the CONTRACTOR team will develop an Overall Project Vision and Objectives Memo to guide the adaptation planning work. Then the CONTRACTOR team will identify and develop three to four preliminary adaptation strategies for each of the three coastal lagoons in the study area that prioritize nature-based solutions, protection and enhancement of coastal resources and ecosystems, maintenance or enhancement of coastal access, and resilience of infrastructure. The potential for managed retreat will be analyzed at each location, including a high-level analysis of its potential impact on traffic patterns and private property. In addition to realignment or managed retreat, adaptation strategy options for East Cliff Drive are likely to include 1) elevating the roadway on its existing alignment on a berm, which could also function as a living shoreline, or 2) elevating the roadway on a causeway, which would allow for the restoration of hydrological connectivity for the three lagoons but could present coastal public access challenges. Multimodal improvements and coastal public access considerations will be integrated into each alternative, such as potentially widening the shoulders of and adding sidewalks to East Cliff Drive to facilitate safer biking and walking; adding a separated bike path / sidewalk on the seaward side of East Cliff Drive; improving multimodal connections between East Cliff Drive and adjacent trail systems; and/or protecting and enhancing coastal public access parking. Adaptation strategy options for the lagoons could include wetland restoration, green stormwater management, and living shorelines. In developing these potential strategies, CONTRACTOR will also draw upon our experience with nature-based solutions, including those that CONTRACTOR developed for the *Natural Infrastructure Guidelines*, which informed the State of California's 4th Assessment of Climate Change.

CONTRACTOR maintains a database of such SLR adaptation options that have been implemented by coastal communities across the United States. The potential phasing of strategies, or adaptation pathways, will also be considered.

- iii) Through a series of internal charrettes and coordination with the County, CONTRACTOR will clearly articulate the trade-offs between adaptation approaches at each site. For each adaptation strategy, the CONTRACTOR team, which includes technical experts in ecology and transportation planning, will assess physical feasibility; high-level construction, maintenance and operational costs, using existing cost-estimating resources; potential environmental impacts; and social acceptance, to be determined via community outreach; as well as consistency with regulatory requirements, including the California Coastal Act. As described in Task 7, the CONTRACTOR team will present a tailored list of potential strategies for each lagoon to the TAC and community for which they can provide input and participate in refining, advancing, or abandoning specific concepts. Community input will be incorporated into the preferred alternative. As described in Task 5, the preliminary adaptation strategies will be analyzed with the models to develop outputs that show how each strategy will influence wave action and run-up, coastal erosion, lagoon dynamics, urban infrastructure, and beach formation under a range of SLR scenarios.

iv) Assumptions

- (1) County staff will distribute draft documents for review and will consolidate and deconflict all comments on the Draft Overall Project vision and Objectives Memo before sending to CONTRACTOR for incorporation into the draft documents.
- (2) The CONTRACTOR team will develop up to four adaptation strategies at each of the lagoon sites, including nature-based and hybrid solutions.

g) Task 7: Community and Interested Party Engagement

- i) Throughout the project duration, significant and robust community, interested parties (or stakeholders), and tribal engagement will be conducted to identify the community's needs and to guide the development of the Santa Cruz Coastal Lagoons and East Cliff Drive Resiliency Plan. Under Task 7, the CONTRACTOR team will develop a Community and Interested Party Engagement plan with an equitable approach to community engagement, focusing on historically excluded groups, such as disadvantaged communities and tribes and engagement of community-based organizations, such as County Park Friends, Watsonville Wetlands Watch, and Regeneracion Pajaro. Special efforts will ensure that these communities, including low-income, minority, and other underserved communities, have meaningful opportunities to engage in the process, beginning with early engagement to determine public goals and needs. CONTRACTOR's approach and recommended engagement techniques will consider the Coastal Commission's Environmental Justice and Tribal Consultation policies. The Community and Interested Party Engagement Plan will be developed with County staff and TAC and could include various engagement activities, such as:

- (1) Project website content, as described above under Task 1;

- (2) A digital StoryMap with interactive maps and images to allow community members to explore existing and future conditions and compare adaptation strategy alternatives, as described above under Task 2;
 - (3) Online or print surveys to gather input from interested parties and community members who are not able to attend in-person or online workshops;
 - (4) Tabling at community events, such as farmers markets;
 - (5) Press releases, flyers, newsletters, and/or social media posts;
 - (6) A project-focused email address similar to sealevelriseproject@santacruzcountyca.gov;
 - (7) Focus group interviews with community-based organizations or other interested party organizations;
 - (8) Focused meetings covering one particular lagoon;
 - (9) Virtual and/or in-person community meetings/workshops, covering all three lagoons; and
 - (10) Tribal outreach and engagement, with identified tribal contacts with existing relationships with County Parks and State Parks staff. Tribal contacts would receive tribal consultation letters, tribal consultation meetings if requested and/or included as part of the activities under Task 7.
- ii) CONTRACTOR will hold three in-person community meetings that cover all three lagoons at key milestones in the planning process. The workshops will be structured to provide project information and solicit input through discussions and interactive activities. Potential topics to be covered at community meetings could include:
- (1) An introduction to the project and a presentation and discussion of existing resources, as well as the project understanding, including goals, context, challenges, opportunities, and methodology for the project;
 - (2) Presentation and discussion of the results of the first year of lagoon monitoring, the results of the lagoon modeling of SLR scenarios, and the preliminary adaptation strategies to gather community input for incorporation into the preferred alternative; and
 - (3) Presentation and discussion of the second year of lagoon monitoring data results, the refined model results, and the proposed preferred alternatives for each of the three lagoons.
- iii) Similar to TAC engagement, CONTRACTOR anticipates that a challenge with community engagement will be the 30-month duration of the project. Rather than initiate community engagement and then wait one year until there is monitoring, modeling, and preliminary adaptation strategy information to share and discuss, CONTRACTOR will notify the public of the project website and opportunities for community data collection in the summer of 2025. Then CONTRACTOR will intensify community engagement in summer 2026 to maintain momentum with less time between community meetings and to use the tools listed above to maintain community engagement virtually in between public workshops. In addition to the three in-person public meetings described above, CONTRACTOR will facilitate three (3) virtual

engagement meetings, one focused on each lagoon, in order to engage those interested parties that have a particular affinity for one of the three lagoons. CONTRACTOR will work with the County to reach ocean and beach users, local residents and neighborhood groups, naturalist groups, such as Audubon Society and Xerces Society, the Harbor District and its tenants, and County Park friend groups, such as Friends of Corcoran Lagoon, among others. To facilitate additional community engagement, the CONTRACTOR team will coordinate with County staff to distribute relevant outreach materials to key interested parties, or “ad hoc advocates,” to take back to their organizations and agencies in other meetings, thereby providing an additional method of public outreach from trusted community members. CONTRACTOR’s team includes native Spanish speakers who will translate engagement materials into Spanish, and CONTRACTOR will develop compelling graphics for communicating with the public. The CONTRACTOR team will support County staff’s efforts to advertise workshop announcements by providing text and graphics for County staff to broadcast to existing interested parties lists, on the County website, and other announcement avenues, and to collect contact information of participants interested in future engagement.

- iv) In addition, CONTRACTOR will leverage their experience in web application development to support public engagement by creating a digital StoryMap to communicate to community members, interested parties, and the general public about the purpose of the project, current challenges due to sea-level rise, the research undertaken for this project and the adaptation strategy options and recommendations. The StoryMap will provide an engaging platform for visualizing data, exploring findings, and fostering community discussion. Interactive maps, multimedia elements, and narrative sections will make complex information accessible and can be developed iteratively to support communication across the project stages, as noted in Tasks 2 and 3. This public web-based application can be embedded in the project website, surveys, and flyers to further enhance community access to project information and maintain engagement throughout the project.
- v) Assumptions:
 - (1) As described above, the CONTRACTOR team would facilitate and attend three (3) in-person community meetings as a part of Task 7. Additional interested party or public meetings in support of Task 7 will include three virtual meetings (one per lagoon), and three tribal site visits if desired by the tribes.
 - (2) County staff will distribute draft documents for review and will consolidate and deconflict all comments on the Draft Community and Interested Party Engagement Plan and Draft StoryMap before sending to CONTRACTOR for incorporation into the draft documents.
 - (3) The County will provide at least two planners at each community engagement meeting and will secure venues for each of the public engagement meetings. The County will also provide live translation services if needed.

h) Task 8: Development of the Preferred Alternative

Under Task 8, the CONTRACTOR team will use a Structured Decision Making (SDM) approach to evaluate each of the preliminary adaptation strategies developed under Task 6 based on input from the TAC (Task 3), the lagoon monitoring (Task 4), lagoon modeling (Task 5), and community and interested party engagement (Task 7) to determine which strategy is most effective at meeting the overall vision and goals of the project. Trade-offs between coastal resources will be delineated in a consequence table or evaluation matrix to inform the selection and development of preferred alternative(s) for each location. As described under Task 6, CONTRACTOR's team of experts in ecology and transportation planning will advise the County on the potential consequences of adaptation alternatives. The preferred alternative will be developed to a conceptual design level and will include an update of the high-level cost-benefit analysis of the alternatives. Finally, the CONTRACTOR team will develop a final report describing the SDM approach, preferred alternatives, alternatives considered but dismissed, a summary of alternative evaluations, existing data, monitoring, and modeling results, and a summary of the potential funding sources for project implementation.

Structured decision making (SDM) is a learning-focused process based on seven core steps:

- 1) defining the decision context (Task 1);
- 2) clarifying objectives and performance measures (Task 6),
- 3) developing alternatives (Task 6),
- 4) estimating consequences (Task 8),
- 5) evaluating tradeoffs (Task 8),
- 6) selecting the preferred alternative (Task 8), and
- 7) creating an implementation, monitoring and adaptive management plan (Task 8).

i) Assumptions:

- (1) County staff will distribute draft documents for review and consolidate and deconflict all comments on the Draft Preferred Alternative Report before sending to CONTRACTOR for incorporation into the draft documents.

i) Rationale: Rationale and assumptions associated with Tasks 1 through 8 are provided within each of the sections above. This section provides some additional information related to project cost and scope.

i) Cost limitations:

- (1) Due to cost limitations, the CONTRACTOR team shall facilitate six TAC meetings at major project milestones, rather than quarterly, as described under Task 3, and CONTRACTOR shall hold three in-person community meetings, but CONTRACTOR will facilitate additional virtual public outreach throughout the project duration, as described, as described under Task 7.
- (2) The proposed monitoring approach is designed specifically to develop the information required to understand future habitat conditions in each lagoon, but

species monitoring and a CRAM assessment are not included in the base scope. Existing species presence or absence is not expected to affect the strategy within each lagoon, because the alternatives developed in Task 6 will consider (and are expected to benefit) listed species and their habitats.

- (3) If the County would prefer to hold additional community or TAC meetings, or to include species monitoring or a CRAM assessment, CONTRACTOR could alter the monitoring program (Task 4) or modeling (Task 5) and still meet the requirements of the grant, as discussed below.

ii) Proposed efficiencies:

- (1) CONTRACTOR proposes to collaborate with County staff in developing the Community and Interested Party Engagement Plan and in facilitating public engagement.
- (2) Several monitoring tasks could be shortened while still providing the information needed to inform modeling (Task 5) and alternatives review (Task 6 and 8):
 - (a) Beach surveys and water level monitoring could be shortened to a single year (likely 12 months beginning and ending in the winter season). If this change is adopted, CONTRACTOR could install staff gauges in each lagoon for manual reading of water levels by County and CONTRACTOR staff during visits.
- (3) The modeling task could also be simplified while still providing sufficient information for Tasks 6 and 8:
 - (a) While HEC-RAS or Delft3D modeling of each site would provide valuable information on velocity constraints for aquatic species within each lagoon, this information could also be inferred at a more conceptual level using the measured site bathymetry and QCM model results for breach events.

3) The deliverables or outputs to be provided and/or results to be achieved.

- a) Task 1: Project Management and Kickoff Meeting
 - i) Project website, hosted by the County
 - ii) Interested parties list
 - iii) Documentation and distribution of kickoff meeting and project team meeting outcomes
 - iv) Invoices and progress reports
- b) Task 2: Review of Existing Resources
 - i) Draft and Final Existing Resources Report
- c) Task 3: Technical Advisory Committee and Ongoing Project Coordination
 - i) Draft and Final TAC Coordination Plan
 - ii) Preparation of six (6) TAC meeting agendas, presentations and meeting minutes
 - iii) Documentation and distribution of SLRVA, CCAVA, and MBLSP coordination meeting outcomes
- d) Task 4: Monitoring of Coastal Lagoons in Mid-County
 - i) Draft and Final Project Study Plan
 - ii) Draft and Final Monitoring Report

- e) Task 5: Modeling of Sea-Level Rise Scenarios and Adaptation Strategies for Coastal Lagoons in Mid-County
 - i) Development of QCM models for Schwan, Corcoran and Moran Lagoons
 - ii) Modeling outputs for preliminary adaptation strategies for Schwan, Corcoran and Moran Lagoons, including time series of predicted lagoon water levels and mouth conditions and spatial visualizations for review by the TAC and community during meetings under Tasks 5 and 8.
- f) Task 6: Preliminary Adaptation Strategies
 - i) Overall Project vision and Objectives Memo
 - ii) Three to four preliminary adaptation strategies for Schwan Lagoon
 - iii) Three to four preliminary adaptation strategies for Corcoran Lagoon
 - iv) Three to four preliminary adaptation strategies for Moran Lagoon
- g) Task 7: Community and Interested Party Engagement
 - i) Draft and Final Community and Interested Party Engagement Plan
 - ii) Preparation of community meeting materials in English and Spanish, including boards, slides, and meeting agendas
 - iii) Preparation of digital surveys at key project milestones to augment the in-person and virtual community meetings.
 - iv) Documentation and distribution of Community Meeting outcomes, including community data collection.
 - v) Draft and Final Web-based StoryMap
- h) Task 8: Development of the Preferred Alternative
 - i) Draft and Final Preferred Alternative Report

4) Timeline:

a) Proposed Schedule

The table below and the attached Gantt chart provide the estimated project schedule.

CONTRACTOR's project manager, Shannon Fiala, will closely track the team's progress, budget, and schedule using CONTRACTOR's Project Management Dashboard tool and will proactively communicate potential issues and solutions to the County. Beyond the monthly progress calls, the CONTRACTOR project management team would coordinate with County staff by phone, email, or focused virtual meetings as needed to facilitate continuous progress.

Task 1. Project Management	
Project management, including monthly project team meetings	July 2025 – January 2028 (30 months)
Kickoff meeting	July 2025
Task 2. Review of Existing Resources	
Literature review	July – October 2025

Draft and Final Existing Resources Report	October 2025
Task 3. Technical Advisory Committee Meetings and Ongoing Coordination	
Draft and Final TAC Coordination Plan	July - August 2025
Six TAC meetings	Project duration
Coordination with SCCRTC's CCAVA and County's SLRVA	Project duration
Coordination with California Marine Sanctuary Foundation and State Park's MBLSP	Project duration
Task 4. Monitoring of Coastal Lagoons	
Draft and Final Project Study Plan	July – September 2025
Monitoring at Schwan, Corcoran and Moran Lagoons (*Year 2 optional)	September 2025 - April 2027
Draft and Final Monitoring Report	March – April 2027
Task 5. Modeling of SLR Scenarios	
Development of Model for Schwan, Corcoran and Moran Lagoons	June – September 2026;
Modeling Outputs based on one year of monitoring data	November 2026
Refinement of the Model for Schwan, Corcoran and Moran Lagoons	March – April 2027
Modeling Outputs based on two winters of monitoring data	May – June 2027
Task 6. Preliminary Adaptation Strategies	
Draft and Final Project Vision and Objectives Memo	August – Nov 2026
Develop adaptation strategies for the three lagoons based on modeling outputs	Oct 2026 – May 2027
Task 7. Community and Interested Party Engagement	
First community meeting: Project understanding and goal setting	August 2025
Second community meeting: Lagoon monitoring / modeling and preliminary adaptation strategies development	October 2026
Third community meeting: Lagoon monitoring / modeling and preferred alternative development	October 2027

Virtual community engagement	Project duration
Task 8. Development of the Preferred Alternative	
Draft and Final Preferred Alternative Report	June – Dec 2027

b) Schedule Assumptions

- i) This schedule assumed an anticipated Award of Contract in June 2025 and a prompt execution of the contract with the County, allowing for a kickoff meeting in July 2025.
 - ii) This schedule assumes that the County will respond to CONTRACTOR requests for information within 10 business days and that County staff and other partners will provide files, documents, surveys, maps, geospatial information/data, and other information not otherwise publicly available but on file with those agencies.
 - iii) County staff will consolidate and deconflict all comments before sending to CONTRACTOR for incorporation into the draft documents. CONTRACTOR assumes one round of County staff review and comments for CONTRACTOR to incorporate into all deliverables.
- 5) CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

Attachment B

Terms of Payment

- 1) Payment not to exceed \$604,849 including a base contract of \$549,863 and a contingency of up to \$54,986, processed for payment upon completion of project. Contingency amounts will be paid only if additional services are needed and will be paid only with prior written approval from COUNTY. Payment for specific scope of services will be provided as detailed in Table 1 and Table 2, below.
- 2) Upon COUNTY's receipt and approval of a monthly invoice showing the services provided in the previous month satisfied the requirements of the Scope of Services.
- 3) Invoices will be processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month according to tasks and subtasks listed in Attachment A. In the event that the parties wish to perform additional tasks under this Contract that are not specifically contemplated in Attachment A, the parties agree that such tasks and work shall be ordered in advance by a change order to this Contract executed by COUNTY and billed against the contingency amount established in this Contract, and that the rates charged to COUNTY by CONTRACTOR for performing such tasks and associated work shall be those set forth in Attachment A.
- 4) Documentation due dates will be as progress is achieved and no more frequently than monthly.
- 5) COUNTY has thirty (30) calendar days to review CONTRACTOR's documents/invoices before issuing payment or requesting corrected/additional documentation.

Santa Cruz County East Cliff Drive and Coastal Lagoons Resiliency Project		Managing Consultant 3	Managing Consultant 3	Consultant 6	Managing Consultant 2	Senior Consultant 3	Associate Consultant 4	Consultant 4	Managing Consultant 5	Principal Consultant 3	Senior Consultant 2	Associate Consultant 3	Senior Consultant 3	Principal Consultant 2	Principal Consultant 3	TOTAL ESA LABOR COST & FEES				Total ESA Labor Cost	TOTAL SUBCONSULTANT & EXPENSE					TOTAL PROJECT COST
																ESA Total Hours	ESA Labor Subtotal (\$)	Rate Escalation	Total Labor Fee		Mike Podlech Total (\$) Amount	Bill Henry Total (\$) Amount	Fehr & Peers Total (\$) Amount	Total Subconsultant (\$ Amount)	Total Expense (\$ Amount)	
Task #	Task Name/Description	\$243	\$243	\$179	\$219	\$202	\$189	\$152	\$289	\$276	\$180	\$175	\$202	\$248	\$276											
1	Task 1 PROJECT MANAGEMENT	110	16	47												173.00	\$ 39,031	\$ 1,561	\$ 1,561	\$ 40,592	\$ -	\$ -	\$ -	\$ -	\$ 410	\$ 41,002
2	Task 2 EXISTING DATA REVIEW	24	4	48				8								84.00	\$ 16,612	\$ -	\$ -	\$ 16,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,612
3.1	TAC coordination plan and key milestone meetings (6 mtgs @ 3hrs/mtg for prep+attendance)	18	18	18												54.00	\$ 11,970	\$ 479	\$ 479	\$ 12,449	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,449
3.2	Coordination- Santa Cruz County ongoing studies	6	4	6												16.00	\$ 3,504	\$ 140	\$ 140	\$ 3,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,644
3.3	Coordination- Coastal Conservancy ongoing studies	6	4	6												16.00	\$ 3,504	\$ 140	\$ 140	\$ 3,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,644
3	Task 3 TAC AND ONGOING STUDY COORDINATION	30	26	30												86.00	\$ 18,978	\$ 759	\$ 759	\$ 19,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,737
4.1	Draft and Final Project Study Plan	8	8	16	12											44.00	\$ 9,380	\$ -	\$ -	\$ 9,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,380
4.2	Year 1 Monitoring for Schwan Lagoon		8	26	23		50	110								217.00	\$ 37,805	\$ -	\$ -	\$ 37,805	\$ -	\$ -	\$ -	\$ -	\$ 26,644	\$ 64,449
4.3	Year 1 Monitoring for Corcoran Lagoon			8	26	23	50	110								217.00	\$ 37,805	\$ -	\$ -	\$ 37,805	\$ -	\$ -	\$ -	\$ -	\$ 3,252	\$ 41,057
4.4	Year 1 Monitoring for Moran Lagoon			8	26	23	50	110								217.00	\$ 37,805	\$ -	\$ -	\$ 37,805	\$ -	\$ -	\$ -	\$ -	\$ 3,252	\$ 41,057
4.5	Draft and Final Monitoring Report	8	16	20	20			50								114.00	\$ 21,392	\$ -	\$ -	\$ 21,392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,392
4	Task 4 MONITORING OF COASTAL LAGOONS	16	48	114	101		150	380								809.00	\$ 144,187	\$ -	\$ -	\$ 144,187	\$ -	\$ -	\$ -	\$ -	\$ 33,148	\$ 177,335
6.1	Draft and Final Project Vision and Objectives	10	10	12												32.00	\$ 7,008	\$ 350	\$ 350	\$ 7,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,358
6.2	Adaptation Strategies for Schwan Lagoon	10	8	32					4	4						58.00	\$ 12,362	\$ 618	\$ 618	\$ 12,980	\$ 1,530.00	\$ 1,632.00	\$ 1,912.50	\$ 5,075	\$ -	\$ 18,055
6.3	Adaptation Strategies for Corcoran Lagoon	10	8	32					4	4						58.00	\$ 12,362	\$ 618	\$ 618	\$ 12,980	\$ 1,530.00	\$ 1,632.00	\$ 1,912.50	\$ 5,075	\$ -	\$ 18,055
6.4	Adaptation Strategies for Moran Lagoon	10	8	32					4	4						58.00	\$ 12,362	\$ 618	\$ 618	\$ 12,980	\$ 1,530.00	\$ 1,632.00	\$ 1,912.50	\$ 5,075	\$ -	\$ 18,055
6	Task 6 PRELIMINARY ADAPTATION STRATEGIES	40	34	108					12	12						206.00	\$ 44,094	\$ 2,205	\$ 2,205	\$ 46,299	\$ 4,590	\$ 4,896	\$ 5,738	\$ 15,224	\$ -	\$ 61,522
5.1	Model Development for Schwan Lagoon	4	8	80												92.00	\$ 17,236	\$ 862	\$ 862	\$ 18,098	\$ 612.00	\$ 816.00	\$ -	\$ 1,428	\$ -	\$ 19,526
5.2	Model Development for Corcoran Lagoon	4	8	80												92.00	\$ 17,236	\$ 862	\$ 862	\$ 18,098	\$ 612.00	\$ 816.00	\$ -	\$ 1,428	\$ -	\$ 19,526
5.3	Model Development for Moran Lagoon	4	8	80												92.00	\$ 17,236	\$ 862	\$ 862	\$ 18,098	\$ 612.00	\$ 816.00	\$ -	\$ 1,428	\$ -	\$ 19,526
5.4	Modeling Outputs for Schwan Lagoon	2	4	16												22.00	\$ 4,322	\$ 216	\$ 216	\$ 4,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,538
5.5	Modeling Outputs for Corcoran Lagoon	2	4	16												22.00	\$ 4,322	\$ 216	\$ 216	\$ 4,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,538
5.6	Modeling Outputs for Moran Lagoon	2	4	16												22.00	\$ 4,322	\$ 216	\$ 216	\$ 4,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,538
5	Task 5 MODELING SLR SCENARIOS	18	36	288												342.00	\$ 64,674	\$ 3,234	\$ 3,234	\$ 67,908	\$ 1,836	\$ 2,448	\$ -	\$ 4,284	\$ -	\$ 72,192
7.1	Draft and Final Community Engagement Plan	16		8							20				2	46.00	\$ 9,472	\$ 474	\$ 474	\$ 9,946	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,946
7.2	Draft and Final Engagement Materials, including StoryMap	10		10		12					10	60	32	18		152.00	\$ 29,872	\$ 1,494	\$ 1,494	\$ 31,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,366
7.3	Community Meetings (3 milestone mtgs @ 10 hrs/mtg for prep+travel+attendance) plus three (3) virtual public engagement meetings focused on each lagoon @ 8 hrs / mtg, and tribal engagement, including three (3) tribal site visits (if desired by the tribes) @ 10 hrs/mtg	84	48	36							84				36	288.00	\$ 63,576	\$ 3,179	\$ 3,179	\$ 66,755	\$ -	\$ -	\$ -	\$ -	\$ 2,769	\$ 69,523
7	Task 7 COMMUNITY ENGAGEMENT	110	48	54		12					114	60	32	18	38	486.00	\$ 102,920	\$ 5,146	\$ 5,146	\$ 108,066	\$ -	\$ -	\$ -	\$ -	\$ 2,769	\$ 110,835
8.1	Adaptation Strategy Analysis	10	8	20												38.00	\$ 7,954	\$ 398	\$ 398	\$ 8,352	\$ 1,836.00	\$ 1,632.00	\$ 1,530.00	\$ 4,998	\$ -	\$ 13,350
8.2	Draft and Final Conceptual Design and Financial Analysis for Preferred Alternative	10	8	40					4	4	4					70.00	\$ 14,514	\$ 726	\$ 726	\$ 15,240	\$ 1,836.00	\$ 1,632.00	\$ 1,530.00	\$ 4,998	\$ -	\$ 20,238
8.3	Draft and Final Project Report	20	8	40		4				4						72.00	\$ 14,772	\$ 739	\$ 739	\$ 15,511	\$ -	\$ -	\$ 1,530.00	\$ 1,530	\$ -	\$ 17,041
8	Task 8 PREFERRED ALTERNATIVES DEVELOPMENT	40	24	100		4			4	4	4					180.00	\$ 37,240	\$ 1,862	\$ 1,862	\$ 39,102	\$ 3,672	\$ 3,264	\$ 4,590	\$ 11,526	\$ -	\$ 50,628
Total Hours		388	236	789	101	16	150	388	16	16	118	60	32	18	38	2,366.00	\$ 467,736	\$ 14,767	\$ 14,767	\$ 482,503	\$ 10,098	\$ 10,608	\$ 10,328	\$ 31,034	\$ 36,326	\$ 549,863
Total (\$ Amount)		\$94,284	\$57,348	\$141,231	\$22,119	\$3,232	\$28,350	\$58,976	\$4,624	\$4,416	\$21,240	\$10,500	\$6,464	\$4,464	\$10,488											

PROJECT COST ESTIMATE SUMMARY TABLE	
ESA Labor	\$ 467,736
Annual Rate Escalation Allowance	\$ 14,767
Contingency	\$ -
Technology and Data Management Fee	\$ -
ESA Labor Amount	\$ 482,503
ESA Non-Labor Expenses	
Reimbursable Expenses (see Attachment A for detail)	\$ 11,614
ESA Equipment Usage (see Attachment A for detail)	\$ 24,712
Subtotal ESA Non-Labor Expenses	\$ 36,326
Subconsultant Costs	\$ 31,034
PROJECT TOTAL	\$ 549,863



Table 2

Cost Proposal: ESA Non-Labor Expenses Summary

Reimbursable Expenses		
Project Supplies	\$	1,500
Mileage	\$	2,746
Vehicle Rental	\$	350
Lodging	\$	1,000
Airfare	\$	1,050
Telemetry Data Hosting and Cellular	\$	2,880
HOBOTidBit Temp Loggers	\$	1,750
<i>Subtotal Reimbursable Expenses</i>	\$	11,276
<i>3% Fee on Reimbursable Expenses</i>	\$	338
Total Reimbursable Expenses	\$	11,614
ESA Equipment Usage		
Project Specific Equipment:	\$	1,500
Vehicles - 4x4 /Truck (light duty)	\$	1,500
Topographic/Bathymetric Survey Equipment:	\$	7,612
RTK-GPS	\$	5,400
RTK-GPS Smartnet Subscription	\$	1,362
Hypack Survey Software	\$	300
Laser/Auto Level	\$	150
Single-Beam Echoshounder	\$	400
Water Quality Equipment:	\$	15,100
Logging Conductivity/Water Level Recorder	\$	9,000
Telemetry System Hardware	\$	4,500
Water Quality Multi-Probe Depth Profiler	\$	1,600
Boats:	\$	500
Small Watercraft	\$	500
Total Equipment Usage Costs	\$	24,712
TOTAL NON-LABOR EXPENSES	\$	36,326

COUNTY OF SANTA CRUZ

Attachment C – REVISIONS TO EXHIBITS; ADDITIONAL TERMS AND PROVISIONS

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

	Initials
a. Worker's Compensation	[]
b. Automobile Liability	[]
c. Comprehensive or Commercial General Liability	[]
d. Professional Liability	[]
e. Cyber Liability	X []

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3.A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

	Initials	Revised Amount
a. Worker's Compensation	[]	
b. Automobile Liability	[]	
c. Comprehensive or Commercial General Liability	[]	
d. Professional Liability	[]	
e. Cyber Liability	[]	

3. LIVING WAGE

This Contract is subject to the Living Wage provisions of the Santa Cruz County Code if initialed by COUNTY here: _____

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C, Paragraph 12.B., if initialed by COUNTY here: _____

5. OTHER REVISIONS TO STANDARD LANGUAGE IN EXHIBITS

☐ Attachment X-1 sets forth changes to terms and conditions contained in other Exhibits to this Contract. These changed terms and conditions supersede and modify the language contained in those Exhibits, as specified.

6. ADDITIONAL TERMS AND PROVISIONS

☐ Attachment X-2 contains additional terms and provisions that are applicable to this Contract.

Certificate Of Completion

Envelope Id: 58D73B3F-F3EC-4B0E-9886-5C732CD5BC66

Status: Sent

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Source Envelope:

Document Pages: 33

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Initials: 0

Emilia Gamboa

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701 Ocean Street

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Santa Cruz, CA 95060

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Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Ann Jackson

Ann.Jackson@santacruzcountyca.gov

Assistant County Counsel

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Ann Jackson
52A16A3EBDCE4CC...

Timestamp

Sent: 5/30/2025 1:59:10 PM

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Signed: 5/30/2025 2:20:52 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 10/16/2024 4:07:03 PM

ID: 91dacd55-7b18-4ac8-8a46-5b525df71978

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

Gina Occhipinti Borasi
E4EADC5BA53B4DB...

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Signed: 6/2/2025 1:50:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Christie Beeman

CBeeman@esassoc.com

Director

Security Level: Email, Account Authentication
(None)

Signed by:

Christie Beeman
B308E7CD264D401...

Sent: 6/2/2025 1:50:40 PM

Resent: 6/4/2025 2:00:27 PM

Viewed: 6/4/2025 3:43:01 PM

Signed: 6/9/2025 10:08:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 135.180.43.12

Electronic Record and Signature Disclosure:

Accepted: 6/4/2025 3:43:01 PM

ID: 8d42b84d-9d31-4caa-b137-3329f1a428d7

Jeff Gaffney

Jeff.Gaffney@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/2/2022 10:52:37 AM

ID: 379c46fa-dd0a-4514-b9e9-7d33471d0cf8

Signer Events	Signature	Timestamp
CBD eSignature cbd.esignature@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/20/2024 3:08:48 PM ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Kelly Mercer-Lebov Kelly.Mercer-Lebov@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/23/2024 2:47:20 PM ID: 5f799af8-b478-4b40-95e6-f1588570b327		Sent: 6/9/2025 10:08:19 AM
Carbon Copy Events	Status	Timestamp
Parks Fiscal parksfiscal@parks.santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/15/2024 12:50:07 PM ID: c99b4b36-0260-4556-917c-8e434f7c0921		
Robert Tidmore Robert.Tidmore@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/15/2022 2:16:22 PM ID: fbc94406-7b03-4e94-9946-64e60b9a3bf6		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2025 1:59:10 PM
Envelope Updated	Security Checked	6/4/2025 2:00:26 PM
Envelope Updated	Security Checked	6/4/2025 2:00:26 PM
Envelope Updated	Security Checked	6/4/2025 2:00:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

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