

Contract No. 26C5151

STANDARD SERVICES CONTRACT

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Richard Charter, DBA Coastal Coordination Program LLC, 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: coordinate anti-offshore drilling efforts among local communities in California for fiscal year 2025-26. 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 \$100 per hour for a total not to exceed \$29,000 as set forth in further detail in Attachment B, “Terms of Payment”.

3. **TERM.** The term of this Contract shall be: July 1, 2025, through June 30, 2026. If this Contract is placed on the COUNTY’s Continuing Agreement List before the Contract term expires, the Parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **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.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Paragraphs 5 and 6 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 as a result of, arising out of, or in any manner connected with CONTRACTOR's performance 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).

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 5 shall survive the termination or expiration of this Contract.

6. 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
Board of Supervisors
Attn: Caitlin Smith
701 Ocean St, Rm 500
Santa Cruz, CA 95060**

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 will 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
Board of Supervisors
Attn: Caitlin Smith
701 Ocean St, Rm 500
Santa Cruz, CA 95060**

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.

7. **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 7B(i) and 7B(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.

8. 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.

9. 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:

Caitlin Smith, Board of Supervisors Analyst
Board of Supervisors
701 Ocean St, Rm 500
Santa Cruz, CA 95060
Caitlin.smith@santacruzcountyca.gov

For CONTRACTOR:

Owner
Richard Charter
6947 Cliff Avenue
Bodega Bay, CA 94923
waterway@monitor.net

B. Change of Contact Information. Either Party may change the information in Paragraph 9.A by giving notice as provided in Paragraph 9.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.

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

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

12. 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 12 shall survive the termination or expiration of this Contract.

13. 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.

14. 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, "Additional Terms"

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.

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

If Item # 15 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.

16. 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.

17. 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 5 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. 26C5151

STANDARD SERVICES CONTRACT

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

2. **RICHARD CHARTER**

Signed by:

7/29/2025

SIGNED

Richard Charter

PRINTED

4. **COUNTY OF SANTA CRUZ**

DocuSigned by:

7/30/2025

SIGNED

Caitlin Smith

PRINTED

Company Name: Coastal Coordination Program

Address:

Bodega Bay, CA 94923-8802

Telephone:

Fax:

Email:

1. **APPROVED AS TO FORM**

Signed by:

7/29/2025

Office of the County Counsel

3. **APPROVED AS TO INSURANCE**

Signed by:

7/29/2025

Risk Management

DISTRIBUTION:

- Board of Supervisors
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

Attachment A Scope of Services

General Requirements

The following scope of work is intended to cover the range of tasks the Contractor will complete in performing the functions of the Local Government Outer Continental Shelf Program (OCS Program). The purpose of the OCS Program is to coordinate anti-offshore drilling efforts among local communities in California.

The OCS Program will be operated by contractor Richard Charter (Coordinator) at a rate of \$100 per hour with a not-to-exceed contract amount of \$29,000. Funding from Measure K for District 3 allocated in the fiscal year 2024-25 budget will be used for funding this contract.

The OCS Program Coordinator will provide guidance and technical assistance to the County of Santa Cruz and other interested California local governments, to NGO non-profit conservation organizations, and to other coastal stakeholders in the interest of ensuring appropriate and timely responses for pending federal offshore oil and gas leasing proposals and seabed mining initiatives. Work products will include researching and preparing comments for public input opportunities by the U.S. Department of Interior, appearances at relevant public hearings, as well as encouraging favorable outcomes for related policy decisions by the California State Legislature and the U.S. Congress. The Local Government OCS Coordination Program will produce draft county comment documents while ensuring positive coordination of Santa Cruz County responses with those of the California Coastal Commission, the California Ocean Protection Council, California Fish and Wildlife, and the Governor and State Attorney General. The outcomes of this work will involve, to the degree feasible, protection of the California coast and coastal waters, the Pacific Coast National Marine Sanctuaries, and our State Marine Protected Areas from adverse impacts resulting from polluting industrial activities, including offshore oil drilling and subsea mining.

Specific Work Program

Specifically, the OCS Program Coordinator will carry out the following tasks:

WORK ELEMENT 1: Local Information Program

This is the central work element of the project and will provide local agencies with the information they need to participate in the pre-lease planning process in a timely and appropriate manner.

- 1.1 The Coordinator with assistance from local agency staff will review all federal documents and attend meetings relevant to the pre-lease planning process, will identify all information which provides an opportunity for local input, and will summarize this information for distribution to involved local agencies.
- 1.2 The Coordinator will prepare and distribute to participating local agencies on a monthly basis an action memo including information on local opportunities for input, time deadlines, and relevant technical materials. The memos will specifically indicate possible actions for local agencies to take and identify resources available to them -- this will include the need for written materials as well as participation at public hearings and meetings.
- 1.3 Approximately three weeks prior to a federal deadline for local input, the Coordinator will contact the relevant local agencies to monitor their progress in preparing a response. If necessary, possible resources will be suggested to the agencies and, where problems exist, more frequent contacts will occur to encourage participation. The Coordinator will work through the contact person identified by each participating agency.

- 1.4 With the passage of each identified time deadline, the Coordinator will contact the appropriate federal agency and determine what local input has been received. If necessary, attempts to resolve any local difficulties in submitting materials will be made.
- 1.5 The Coordinator will receive a copy of all written information submitted by local agencies and distribute copies to other local agencies where appropriate.
- 1.6 The Coordinator, on an ongoing basis, will track the activities of the State Office of the Secretary of Environmental Affairs, the Coastal Commission, regional agencies working on pre-lease planning and relevant technical advisory groups to determine the status of their activities and, where necessary, seek their assistance. Where appropriate, information from these contacts will be included in the monthly action memos. In preparing the monthly action memos and following up with local agencies, the Coordinator will seek the assistance of local and regional agencies with specialized expertise of relevance.
- 1.7 The Coordinator will meet regularly with local agency technical staff, contact staff and governing body members to encourage and assist participation in the project.
- 1.8 The Coordinator will keep a written record of all opportunities for local input and the degree of participation which occurred. This will be provided to his supervisors and included in a final project report.
- 1.9 The Coordinator will prepare a final project report.

Deliverables for Work Element 1

- Monthly action memos, to include summaries of opportunities for local input.
- Final project report.

WORK ELEMENT 2: Local Citizen Participation

- 2.1 The Coordinator will provide information upon request to citizen action groups concerned with the pre-lease planning process regarding opportunities for participation.
- 2.2 The Coordinator will encourage local agencies to coordinate their participation activities with citizen action groups in their area to ensure a coordinated response.
- 2.3 The Coordinator will meet with local officials and staff, and citizen action groups on an as needed basis to encourage their coordination.
- 2.4 Where feasible, the Coordinator will provide assistance to citizen action groups in their effort to participate in the pre-lease planning process in coordination with local agencies.
- 2.5 The Coordinator will include activities carried out with citizen groups in the final report.

Deliverables for Work Element 2

- Final report to summarize activities of citizen action groups.

WORK ELEMENT 3: Expand Local Agency Participation

- 3.1 The Coordinator, with the assistance of local agencies already participating, will inform all local agencies potentially affected by pre-lease planning of the existence of the Project and encourage them to join.

- 3.2 The Coordinator will provide local agencies which express interest in participating in the project background material and draft resolutions for joining.
- 3.3 The Coordinator will send monthly action memos to local agencies which are not participating in the project where it appears that the information is particularly relevant to them.
- 3.4 The Coordinator will share information developed by local agencies as input into the pre-lease planning process with non-participating local agencies when it appears to be of direct relevance to them.
- 3.5 The Coordinator will regularly inform his/her supervisors on the status of membership in the project and progress made toward encouraging additional local agencies to participate
- 3.6 The Coordinator will develop and keep a library of all materials generated by local agencies, catalogued for each reference, to be made available to local agencies. Other materials of relevance to the project should also be included.

Deliverables for Work Element 3

- Final report on updated list of participating agencies and attempts to encourage additional agencies to join.
- Reference library.

WORK ELEMENT 4: Press Relations

- 4.1 The Coordinator shall respond to all media inquiries regarding the OCS leasing issue, local government responses, and the nature of regional OCS impacts. Background materials explaining the pre-lease planning process, the nature of local concerns, and the status of leasing proposals shall be provided to medial contacts as requested.
- 4.2 The Coordinator shall, on request, provide media liaison services to participating local agencies. These media liaison services shall include setting up press conferences, providing media advisories to call attention to these press conferences, and follow-up press calls before and after the event. The Coordinator shall provide taped interviews with radio stations on request when news stories are breaking, which require a local response. These media services shall be provided on the west coast and in Washington, D.C. as necessary.
- 4.3 The Coordinator shall appear, on request, on television and radio programs and news taping sessions to explain local concerns, the pre-lease planning process, and the status of OCS leasing proposals. The Coordinator shall, where relevant, arrange for local elected officials to make such television and radio appearances.
- 4.4 The Coordinator shall track ongoing and breaking news stories utilizing computerized wire services, press clipping services, and subscriptions to trade publications. Materials gathered through these press tracking efforts will be utilized in developing action memos.

Deliverables for Work Element 4

- Newspaper background information direct quotes utilized in news articles.
- Televised interviews, news broadcasts, and radio news interviews.
- Relevant press clippings utilized in action memos.

WORK ELEMENT 5: Legislative Coordination and Intergovernmental Relations.

- 5.1 The Coordinator shall, as necessary, contact Congressional offices to determine the status of various legislative proposals.

- 5.2 The Coordinator shall, as requested by Congressional offices, assist in the drafting of legislation and Congressional responses to federal OCS leasing overtures.
- 5.3 The Coordinator shall, as requested by Congressional offices or local agencies, travel to Washington, D.C. to provide staff support to Congressional offices engaged in legislative efforts or responses to leasing overtures.
- 5.4 The Coordinator shall, as necessary, inform local agencies of the need for direct participation by local officials in Washington, D.C. hearings and other legislative matters. The Coordinator shall make appointments, arrange for hearing testimony opportunities, and provide staff support to local officials while in Washington, D.C.
- 5.5 The Coordinator shall, upon request, provide written testimony and briefing papers for local officials conducting legislative activities in Washington, D.C.
- 5.6 The Coordinator shall track relevant legislation in the state legislature.
- 5.7 The Coordinator shall provide local officials with notification of opportunities to present testimony to the state legislature and assist in preparing testimony where necessary.

Deliverables for Work Element 5

- Direct participation by local elected officials in Congressional activities.
- Direct participation by local elected officials in activities of the state legislature.
- Local agency assistance to Congressional offices and members of the state legislature.
- Testimony for local officials as necessary.

WORK ELEMENT 6: Ocean Mining Component

- 6.1 The Coordinator shall track activities of the Department of Interior Critical and Strategic Minerals Leasing Program.
- 6.2 The Coordinator shall include opportunities for local agency involvement in the pre-lease planning process for hard minerals leasing in action memos sent to local agencies as necessary.
- 6.3 The Coordinator shall attend, as needed, meetings of the Gorda Ridge Technical Working Group and other hard minerals leasing meetings.
- 6.4 The Coordinator shall ensure local agency participation in comment periods relevant to hard minerals leasing proposals.

Deliverables for Work Element 6

- Local agency participation in hard minerals pre-lease planning process.

Attachment B Terms of Payment

1. The OCS Program Coordinator will be paid at a rate of \$100 per hour for a total not to exceed \$29,000.
2. Coordinator may request payment for services on a monthly basis with invoices that identify:
 - Work element tasks identification
 - Description of work completed and timeframe
 - Hours worked per task
 - Deliverables provided (if any)
 - Total of hours and cost

EXAMPLE:

Task 1.3	Phone calls and emails with representatives from Cities of Santa Cruz, Monterey and San Luis Obispo for response coordination (August 12 and 13)	1.5 hrs
Task 2.3	Met with Citizen Action Groups from Cities of Santa Cruz, Monterey and San Luis Obispo (August 20, 21, 25)	3.0 hrs
Task 4.1	DELIVERABLE: Draft press release and disseminate to media outlets (Sept. 20)	<u>0.5 hrs</u>
TOTAL		5.0 hrs.
Payment Due (hours x \$100 per hour)		\$500.00

3. County will review and issue payment within 30 days of receipt and approval of invoices. County may request corrections and/or additional documentation of work rendered, if needed.

Attachment C
Additional Terms

1. COUNTY shall waive the Workers' Compensation and Cyber Liability Insurance requirements. COUNTY will reduce the Commercial General Liability requirement to \$1,000,000 per occurrence and \$2,000,000 in the aggregate. COUNTY will reduce the Automobile Liability Insurance requirements to \$250,000 per individual \$500,000 per occurrence, and \$100,000 for property damage.

Certificate Of Completion

Envelope Id: A913E7A5-0EF0-4CDE-B1B0-699B6EA3BE39
Subject: Complete with Docusign: Standard Services Contract - Richard Charter_Final.pdf
Source Envelope:
Document Pages: 17
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Caitlin Smith



Record Tracking

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Signature

Timestamp

Ruby Marquez

Santa Cruz County Counsel's Office
Security Level: Email, Account Authentication (None)

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Gina Occhipinti Borasi

Risk Manager
County of Santa Cruz
Security Level: Email, Account Authentication (None)

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Richard Charter

Security Level: Email, Account Authentication (None)

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Using IP Address:

Signed using mobile

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Signed: 7/29/2025 9:03:39 PM

Electronic Record and Signature Disclosure:

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Caitlin Smith

County Supervisors' Analyst
County of Santa Cruz
Security Level: Email, Account Authentication (None)

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Viewed: 7/30/2025 7:59:04 AM
Signed: 7/30/2025 7:59:16 AM

Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/29/2025 9:19:08 AM
Certified Delivered	Security Checked	7/30/2025 7:59:04 AM
Signing Complete	Security Checked	7/30/2025 7:59:16 AM
Completed	Security Checked	7/30/2025 7:59:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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.

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To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.