

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND ECOLOGY ACTION OF SANTA CRUZ**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Ecology Action of Santa Cruz County**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

Table of Contents

SECTION 1. SCOPE OF SERVICES..... 2

SECTION 2. TERM OF CONTRACT. 2

SECTION 3. SCHEDULE OF PERFORMANCE. 2

SECTION 4. COMPENSATION. 2

SECTION 5. METHOD OF PAYMENT..... 2

SECTION 6. INDEPENDENT CONSULTANT. 2

SECTION 7. ASSIGNABILITY. 2

SECTION 8. INDEMNIFICATION..... 2

SECTION 9. INSURANCE. 3

SECTION 10. NON-DISCRIMINATION..... 4

SECTION 11. TERMINATION..... 4

SECTION 12. COMPLIANCE WITH LAWS. 4

SECTION 13. GOVERNING LAW..... 4

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS..... 4

SECTION 15. CONFIDENTIAL INFORMATION. 5

SECTION 16. OWNERSHIP OF MATERIALS. 5

SECTION 17. COVENANT AGAINST CONTINGENT FEES..... 5

SECTION 18. WAIVER. 5

SECTION 19. CONFLICT OF INTEREST..... 5

SECTION 20. AUDIT BOOKS AND RECORDS. 5

SECTION 21. NOTICES. 6

SECTION 22. EXHIBITS: 6

o-0-o

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.

The term of this Contract shall be from October 1, 2024 to November 1, 2026, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION.

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees,

against any loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall

have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW.

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Ecology Action of Santa Cruz
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
(831) 426 - 5925

SECTION 22. EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

BY _____
Tamara Vides, City Manager

Signed by:
Jim Murphy
BY _____
Jim Murphy, Executive Director

ATTEST:

BY _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____
Samantha W. Zutler, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services is included in the attached letter of proposal to sustainability team from Kirsten Liske with Ecology Action of Santa Cruz, for services to the ICARP planning grant.

- Attachment Labeled – Exhibit "A" Scope of Services

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: **October 1, 2024 to November 1, 2026**

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$430,735.

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

- **Attachment Labeled: Attachment "C" Compensation**



Jackie McCloud, Environmental Sustainability Manager
City of Watsonville
500 Clearwater Lane
Watsonville, CA 95076

16 September 2024

Subject: Ecology Action Subawardee Scope and Budget Summary for Service to the ICARP Planning Grant

Dear Jackie,

Ecology Action is pleased to again partner with the City of Watsonville to implement important grant funded projects that benefit the City and Region. Included herein is a detailed scope of work, and attached a summary budget, for services as a subawardee to support the Monterey Bay Adaptation and Resilience Implementation and Funding Roadmap (Roadmap) project funded by the Integrated Climate Adaptation and Resilience Program (ICARP) Regional Resilience Grant Program (RRGP). Ecology Action assumes the scope of work will be conducted between September 2024 to December 2025, unless otherwise directed by the City.

Scope of Work

Ecology Action is looking forward to continuing our collaboration with the City of Watsonville, the City of Santa Cruz, the RCPWG, Monterey Bay Climate Justice Collaborative, Regeneración of Pajaro Valley, AMBAG, our subconsultants Farallon Strategies and the to-be-selected plan development "Consultant". Collectively, these entities are referred to as the "Project Partners" in this scope of work. As outlined in the RRG Application Narrative, Ecology Action will support Tasks 1, 2, 3, 4, and 5.

- RRG Task 1: Project Management and Coordination
- RRG Task 2: Data Collection
- RRG Task 3: Engagement
- RRG Task 4: Draft Implementation and Funding Roadmap
- RRG Task 5: Finalize Adaptation Implementation and Funding Roadmap

The scope of Ecology Action and our subconsultants support for these tasks and related deliverables is provided below.

Task 1: Project Management and Coordination

Ecology Action will lead coordination with our subcontractors, the City of Watsonville, and other Project Partners in the implementation of RRG Task 1: Project Management and Coordination. This includes preparing project management documents, including the budget tracking, timeline and deliverable tracking and meeting with the core regional partners to ensure sustained momentum and progress. As an early activity, we will work with Project Partners to revise the project Gantt Chart based on revised timelines. We will work with Project Partners, including the City of Watsonville which will conduct the competitive RFP and selection process for plan development consultant services, including preparing the RFP document, the evaluation process and forms, advertisement, communication with potential consultants, and contracting with the selected consultant. We will maintain the website or other hub for public information, as agreed upon by the Project Partners. We will coordinate with Project Partners on who and how the RRG project team can

share progress and process at Central Coast Climate Collaborative meetings, or participate in ICARP RRGp quarterly virtual peer-to-peer learning sessions. We will take the lead on developing the formal and informal evaluations of progress and process and key milestones, in part by creating a monthly regional partner check-in meeting and file sharing platform.

Deliverables

- Develop quarterly reports.
- Develop a project Gantt Chart.
- Develop project organizational chart.
- Meeting agendas and notes for RRGp Partner meeting check-ins, peer-to-peer learning sessions, and other project management meetings, as needed.
- Oversee preparation and management of the competitive RFP and selection process for consultant services, with support from the Project Partners.
- Maintain a website or other hub for public information.
- Oversee coordination with Project Partners on sharing progress and process at two Central Coast Climate Collaborative convenings, with presentation slide decks.
- Establish and manage a file sharing platform to coordinate timing and logistics.
- Create a monthly calendar invite for regional project partners.
- Prepare the midterm progress report, including case study, with support from Project Partners.
- Prepare the final progress report, with support from Project Partners.
- Provide the City with detailed invoices on a monthly basis in compliance with contract requirements.

Task 2: Data Collection

Ecology Action and subcontractors will coordinate with the “Consultant,” and other members of the RCPWG and the MBA Climate Justice Collaborative in the implementation of RRGp Task 2: Data Collection. This includes convening jurisdiction and Monterey Bay Climate Justice Collaborative representatives through a workshop to identify data needs and gaps. We will work with the “Consultant” to design and facilitate the regional adaptation implementation activity prioritization exercise (virtual) with RCPWG and MBCJC representatives.

Deliverables

- Convene up to one (1) workshop (in-person).
- Lead the development and implementation of up to one (1) workshop agenda and related action items.
- Support the development of the prioritization process and outcome summary.

Task 3: Support Engagement

Ecology Action and our subcontractors will coordinate the “Consultant,” and other members of the RCPWG and MB Climate Justice Collaborative with implementation of Task 3: Engagement. This includes leading the preparation of the agenda staff report and resolution to accompany the recommendations roadmap at elected body meetings. The development of these materials will be completed with support from the Project Partners. In the role of project management support, we will support the “Consultant” and the other Project Partners in engaging the Project Partners in the review and feedback cycles of the implementation and funding roadmap, as needed. We will similarly support Project Partners with the dissemination of learnings beyond the Monterey Bay region. In addition to the overall project and plan engagement and education,

Ecology Action will refine the Resilient Central Coast Platform and conduct community outreach to represent the project and associated household resilience measures and conduct community engagement to increase uptake of information.

Deliverables

- Lead the preparation of the agenda staff report and resolution.
- Support the coordination of the review of the outline, draft, and final implementation and funding roadmap by MB CJC members and MB RCPWG staff and attorneys, as needed.
- Review of the outline, draft and final roadmap.
- Review of the funding appendix.
- Support with web tools to share information, as needed and budget allowing.
- Support the development of the agenda and session slide deck for a convening with the community of practice.
- Revised web platform (bilingual English/Spanish) and document an increase in Monterey Bay household participation to 2,000 households

Task 4: Support the development of the draft Monterey Bay Adaptation and Resilience Implementation and Funding Roadmap

Ecology Action with subcontractors will oversee the “Consultant” in their development of the draft outline of the Roadmap contents, as well as the draft implementation plans that define all activities in the shorter term to carry out project from designing to monitoring and funding. We will work with the “Consultant” and other Project Partners to prepare the evaluation appendix of longer term, sustainable funding sources for adaptation. We will prepare and co-facilitate a workshop to review the possible longer term, sustainable funding sources and governance changes to the RCPWG charter model under potential longer term funding structures.

Deliverables

- Review of draft outline of Roadmap contents.
- Review of draft project implementation plans.
- Support the coordination of the review of the draft outline and project implementation plans by Project Partners.
- Prepare and co-facilitate up to one (1) workshop on funding strategies and models.
- Support development of one (1) workshop agenda and one (1) set of meeting minutes.

Task 5: Support the finalization of the Implementation and Funding Roadmap

The Project Partners will host a workshop to review the draft Roadmap comments and resolve concerns that may arise from jurisdictions and environmental justice groups. We will coordinate with the “Consultant” to co-facilitate and prepare for the workshop. We will oversee the development of the Final Roadmap Document by the “Consultant” and coordinate with Project Partners to review and finalize the Final Roadmap Document, which will include attorney review. The Project Partners will deliver the final Roadmap at the Central Coast Climate Collaborative meeting, AMBAG Board meeting, and others identified by the regional partners, members of the RCPWG and the Monterey Bay Climate Justice Collaborative (such as Central Coast Community Energy, Transportation Agency for Monterey County, etc.). We will provide support for this task by working with the “Consultant” to develop the presentation slide deck for the elected bodies, the development

of the resolution template, and the development of staff report template and will participate in up to four external meetings, as needed.

Deliverables

- Prepare and co-facilitate up to one (1) workshop.
- Support development of one (1) workshop agenda and one (1) set of meeting minutes.
- Support development of slide deck.
- Support development of resolution template.
- Support development of staff report template.
- Participate in up to four (4) external meetings to support the delivery of the final Roadmap.
- Support for meetings with elected officials, as requested.

Ecology Action has an attached an excel sheet that summarizes our cost for services under each subtask and total utilizing the final grant award budget template, listing also our schedule of hourly staffing rates and anticipated subcontractor team.

If you have any questions or comments related to this scope of work, please do not hesitate to contact me as noted below.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Liske', with a long horizontal line extending to the right.

Kirsten Liske
Vice President Community Programs
kliske@ecoact.org
831.332.3619 c.

Ecology Action Budget Detail

Subaward from the City of Watsonville, leading the Monterey Bay Adaptation and Resilience Implementation and Funding Roadmap (Roadmap) Project as funded by the Integrated Climate Adaptation and Resilience Program (ICARP) Regional Resilience Grant Program (RRGP)

Cost Description	Cost Type Category (Enter either: RRG, Direct, Indirect)	Task 1	Task 2	Task 3	Task 4	Task 5	Ecology Action Subaward Total
Task 1 A) Project administration	Indirect Costs	\$ 65,400.00					\$ 65,400
Task 1 B) Ecology Action project management, info hub, scheduling, and partner and consultant coordination	Direct Costs	\$ 33,000.00					\$ 33,000
Task 1 C) Ecology Action progress monitoring, reporting and on-going evaluation	RRGP Costs	\$ 33,000.00					\$ 33,000
Task 2-5 A) Ecology Action outreach and communications support, meeting and workshop development, facilitation and participation	Direct Costs		\$ 20,000.00	\$ 30,000.00	\$ 25,000.00	\$ 24,000.00	\$ 99,000
Task 1-5 A) TBD consultant for research, meeting development and participation, roadmap and funding development, template development	Direct Costs						\$ -
Task 1-5 B) Farallon Strategies for governance consulting	Direct Costs						\$ -
Task 1-5 C) Ecology Action participation and engagement through and for the Resilient Central Coast platform including ad buys/other supplies	Direct Costs	\$ 42,000.00					\$ 42,000
Task 1-5 D) Lead Environmental Justice CBO (Regeneracion of Pajaro Valley) coordination	Direct Costs		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 55,000
Task 1-5 E) Monterey Bay Climate Justice Collaborative: Environmental Justice CBO compensation (5 EJ groups at \$10k each)	Direct Costs		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 50,000
Task 2-4 A) Meeting space rental, supplies and materials, food for 3 workshops and elected body meetings in person	Direct Costs		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		\$ 3,000
Task 1-5 F) Translation and Interpretation for EJ group engagement and final products	Direct Costs	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 32,000
Task 2-4 B) Central Coast Climate Collaborative staff time for dissemination/peer exchange (newsletter coordination, meeting coordination, limited meeting participation)	Direct Costs						\$ -
Task 1,3,5 A) TBD design vendor	Direct Costs	\$ 1,000.00		\$ 1,375.00		\$ 1,000.00	\$ 3,375
Task 2-5 B) Car rental/mileage, lodging, meals for Ecology Action travel (8 meetings at \$620/meeting)	Direct Costs		\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	\$ 4,960
Task 3 A) Conference registration, auto mileage, airfare, lodging for participation at CA Adaptation Forum 2025 participation (4 EJ/local jurisdiction participants)	Direct Costs			\$ 10,000.00			\$ 10,000
TOTALS	-	\$ 176,900.00	\$ 54,740.00	\$ 88,615.00	\$ 63,240.00	\$ 47,240.00	\$ 430,735.00

Ecology Action Staff Rate Schedule:

Staff Position	Hourly Rate
Vice President Community Programs	\$246.79
Program Manager, Resilient Central Coast	\$92.24
Senior Program Specialist, Climate Justice Collaborative	\$107.63
Program Coordinator, Resilient Central Coast	\$74.34

(Question: RCC Will be billed as lump sum - should we include staff rates?)

Subcontractor Team:

Farallon Strategies
 Regeneración Pajaro Valley Climate Action
 TBD via Procurement Plan Development Consultant