

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND FARALLON STRATEGIES, LLC**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Farallon Strategies, LLC**, 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 represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from March 1, 2025 to September 30, 2029, 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. This amount shall not exceed \$400,000.00.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing 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 represents that 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 agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

**SECTION 9. INSURANCE.**

A. 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.

B. 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.

C. 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.

D. 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 Courts 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.** Except as may be required by law, 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.

**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 to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, 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 FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract 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's Office  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

**CONSULTANT**

Farallon Strategies, LLC.  
500 Capitol Mall, Suite 2350  
Sacramento, CA 95814  
(619) 972-4482

**SECTION 22. EXHIBITS:**

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

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

**CITY**  
**CITY OF WATSONVILLE**

**CONSULTANT**  
**FARALLON STRATEGIES, LLC.**

BY \_\_\_\_\_  
Tamara Vides, City Manager

Signed by:  
BY Michael McCormick  
Michael McCormick, President

**ATTEST:**

BY \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Samantha W. Zutler, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of work is as follows:

As described on the request for qualifications for Monterey Bay Adaptation and Resilience Implementation and Funding Roadmap.

- See attachment labeled Exhibit "A" Scope of Services

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# Farallon Strategies Scope of Work

Farallon Strategies understands the City of Watsonville's (City) need for a consultant who can support the Monterey Bay Regional Climate Project Working Group (RCPWG) and its collaborative partners on completing the Monterey Bay Adaptation and Resilience Implementation and Funding Roadmap (Roadmap) project. Our team understands that this project is funded through two sources, both of which we are intimately familiar with: the Governor's Office of Land Use and Climate Innovation's Integrated Climate Adaptation and Resiliency Program (ICARP) Regional Resilience Grant Program (RRGP) and the National Oceanic and Atmospheric Administration (NOAA) Climate Resilience Regional Challenge Grant. The scope of work below is organized by the RRGPs and NOAA grant tasks and identifies the grant deliverable associated with each activity listed under the tasks. There are some activities that are funded by multiple grant tasks; in these cases, the activity name appears only once and is referenced elsewhere. This alignment with the grant deliverables will streamline grant reporting.

## RRGP Task 1 Project Management and Coordination

The budget provided to the City by RRGPs for Task 1 will be allocated to the following activities:

### **Workshop 1: Data collection & Gap Analysis (RRGP 2A)**

See description of work in Task 2.

### **Dissemination of Roadmap Beyond Monterey Bay Region (RRGP 3E)**

See description of work in Task 3.

### **Draft Roadmap Outline (RRGP 4A)**

See description of work in Task 4.

### **Workshop 3: Draft Roadmap Review (RRGP 5A)**

See description of work in Task 5.

## RRGP Task 2 Data Collection

The budget provided to the City by RRGPs for Task 2 will be allocated to the following activities:

### **Workshop 1: Data collection & Gap Analysis (RRGP 2A)**

The Consultant Team will support the existing project team in organizing and facilitating the first workshop focused on data needs and gaps. We will work collaboratively with project partners to develop a focused agenda that gathers critical information to guide initial project





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tasks while also providing tangible value to RCPWG and Monterey Bay Climate Justice Collaborative (MBCJC) participants. The Consultant Team will collaborate with the project team to develop the agenda and may include topics such as an overview of project goals and activities, an introduction to climate adaptation fundamentals, an overview of key climate risks facing the Monterey Bay region, a presentation on initial findings from the Regional Adaptation Implementation Activity Inventory, and interactive exercises to identify climate priorities, community needs, active and planned adaptation activities, and additional information to guide the project's prioritization and roadmapping process.

Farallon Strategies and CeresCollab aim to bring supplemental (not duplicative) capacity to the existing project team and will remain flexible in how we support Workshop #1. This may include coordinating workshop logistics, leading outreach and engagement, and developing workshop materials, such as a presentation, facilitator agenda, and informational materials. We will also provide on-site support to co-facilitate the workshop using our suite of engagement tools and techniques, such as Mentimeter, structured breakouts, flipchart exercises, gallery walks, and other interactive tools for efficient and thorough collection of relevant information. Farallon Strategies will be responsible for generating a meeting summary, which will include key outcomes and action items.

Consultant Team Members Involved: Farallon Strategies, CeresCollab

Deliverables: Workshop Agenda and Action Items

### **Regional Adaptation Implementation Activity Inventory (RRGP 2B)**

The Consultant Team will compile all adaptation activities from relevant jurisdictions' adaptation planning efforts. This will include a comprehensive review of climate adaptation plans, climate action plans with adaptation measures, local hazard mitigation plans, and other plans adopted and/or under development by RCPWG member jurisdictions. We will also review other local and regional plans based on the direction of the project team, RCPWG, and MBCJC to establish a more holistic, regional understanding of planned adaptation implementation measures. All adaptation implementation measures will be compiled in a single spreadsheet, which can be filtered and sorted by measure type, climate impact, jurisdiction, community co-benefit, level of difficulty, and other factors determined in collaboration with project partners. The spreadsheet will be accessible and easy to navigate, organized by theme and frequency of appearance across the documents reviewed. While the inventory will primarily capture adaptation implementation measures, the team will also collect any project descriptions, policy priorities, and other information included in plans that may be relevant to subsequent project tasks, such as the prioritization process.

A draft of the inventory format will be shared with project partners, RCPWG, and MBCJC for review and feedback prior to initiating the comprehensive plan review process. While this will be an optional step to avoid overburdening those who are already facing capacity constraints, partners will have the opportunity to request additional information to be compiled as part of the inventorying process that could benefit the overall project or provide value to other regional efforts. Once the inventory is complete, Farallon Strategies and CeresCollab will summarize key themes and findings to present to regional partners.

Consultant Team Members Involved: Farallon Strategies, CeresCollab



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Deliverables: Adaptation Implementation Activity Inventory (spreadsheet)

## RRGP Task 3 Engagement

The budget provided to the City by RRPg for Task 3 will be allocated to the following activities:

### **Regional Adaptation Implementation Activity Inventory (RRGP 2B)**

See description of work in Task 2.

### **Regional Adaptation Prioritization (RRGP 2C)**

Upon completion of the Implementation Activity Inventory, the Consultant Team will work with the existing project team to design a virtual exercise for RCPWG and MBCJC members to prioritize the measures identified in the Regional Adaptation Implementation Activity Inventory. All duplicative measures from the inventory will be consolidated to simplify the prioritization process without losing critical details. Prior to launching the virtual exercise, the Consultant Team will draft prioritization criteria based on industry best practices and relevant input from Workshop #1, and work with the RCPWG Strategy Team in consultation with other partners to vet, revise, and finalize the prioritization criteria. The criteria will include the timeframe for potential projects associated with the measures to align with the near-term focus of the prioritization process, funding availability and reliability, and appearance in plans across jurisdictions, amongst other enabling factors drawing from the deep expertise and experience in project pre-development and implementation from both regional partners and PRE Collective. Once the prioritization criteria are finalized, Farallon Strategies will circulate the virtual exercise and a deadline for RCPWG and MBCJC representatives to complete the exercise asynchronously. Clear instructions for the process will be prepared in written form or as a video tutorial, and the team will remain available for questions should a participant need additional support to complete the exercise.

Once all representatives complete the prioritization exercise, a draft process and outcomes summary will be developed, which will include the prioritized list of measures and associated projects. Farallon Strategies will circulate the draft summary to RCPWG and MBCJC members for review and provide an opportunity for feedback. During this feedback period, Farallon Strategies will be available for questions representations may have about the summary. Upon receiving and integrating RCPWG and MBCJC feedback, Farallon Strategies will circulate the final process and outcomes summary.

Consultant Team Members Involved: Farallon Strategies, CeresCollab, PRE Collective

Deliverables: Draft and Final Prioritization Process and Outcomes Summary

### **Confirm Prioritization with Electeds (RRGP 3A)**

The final Prioritization Process and Outcomes Summary will represent an aligned set of climate adaptation implementation priorities, vetted by both jurisdictions and community-based organizations in the region. The Consultant Team will work in collaboration with RCPWG Strategy Team and individual member jurisdictions to determine the most appropriate and effective approach to engage jurisdictional leadership and elected bodies

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to socialize and confirm these priorities. This may involve a coordinated or individualized approach depending on the unique context of each jurisdiction.

Farallon Strategies will be prepared to support each representative in obtaining confirmation from its respective jurisdictional governing body by providing a template agenda, staff report, resolution, and/or other supportive materials to be determined by the requirements of each governing body and based on the direction of each RCPWG member jurisdiction. Farallon Strategies will be available to each representative to customize materials as needed and to answer questions about the summary in preparation for the representative to take to their governing body. Farallon Strategies will also be available to attend council, board, and committee meetings to support jurisdictional staff, such as by leading or supporting presentations, answering technical questions, and distributing materials. Farallon Strategies will track which members have approved the summary between November and December 2025.

Consultant Team Members Involved: Farallon Strategies

Deliverables: Elected bodies' acceptance of report and recommendations

### **MBCJC and RCPWG Review of Roadmap Contents (RRGP 3D)**

The Roadmap outline, Draft Roadmap, and Final Roadmap will be made available to MBCJC members and RCPWG staff and attorneys for review and input. More information may be found in the descriptions of the outline, Draft, and Final Roadmap (RRGP Task 4 [4a] and RRG Task 5 [5B]).

Consultant Team Members Involved: Farallon Strategies

Deliverables: Written feedback on Roadmap outline from MBCJC members and RCPWG staff and attorneys

### **Dissemination of Roadmap Beyond Monterey Bay Region (RRGP 3E)**

Farallon Strategies will work with the RCPWG and MBCJC to identify key opportunities to share the Roadmap with the community of practice. Farallon Strategies will use its knowledge of and relationships with agencies and organizations in the region to identify opportunities to share and discuss the Roadmap and the associated processes and projects. Examples may include sharing the Roadmap at Central Coast Climate Collaborative convenings, the California Adaptation Forum, and the Alliance of Regional Climate Collaboratives for Adaptation meetings and/or learning sessions. For each of the selected sharing opportunities, Farallon Strategies will develop an agenda and slide deck in English and Spanish. Farallon Strategies will also be available to attend meetings and facilitate discussions around the Roadmap, as appropriate.

Consultant Team Members Involved: Farallon Strategies

Deliverables: Agenda and session slide deck from convening with community of practice (deck in English and Spanish)



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## RRGP Task 4 Draft Roadmap

The budget provided to the City by RRGp for Task 4 will be allocated to the following activities:

### Draft Roadmap Outline (RRGP 4A)

Concurrently with working on the Funding Appendix, The Consultant Team will draft an outline of the Roadmap, which will include at a minimum the Regional Adaptation Prioritization Process and Outcomes, the Project Implementation Plans, and the Funding Appendix. Farallon Strategies will work collaboratively with the project team and regional partners to identify and determine additional components to include in the Roadmap, such as an introduction to the region, an overview of RCPWG, a glossary of key terminology, and other content deemed important. The outline will be available in both English and Spanish and circulated to RCPWG and MBCJC members for review and input, including members' staff, leadership, and attorneys, as needed. The Consultant Team will also initiate a review of the Roadmap Outline with Regeneración Pajaro Valley, for their support in integrating environmental justice principles throughout the document.

Consultant Team Members Involved: Farallon Strategies

Deliverables: Roadmap outline (bilingual English/Spanish)

### Develop Project Implementation Plans (RRGP 4B)

Based on the prioritized set of adaptation implementation measures, the Consultant Team will design and facilitate a streamlined process for RCPWG member jurisdictions to nominate relevant near-term projects then select the 3-5 projects for detailed project implementation plan development. Scheduled RCPWG Strategy Team meetings will be leveraged to the fullest extent possible to review nominated projects with a goal of arriving at consensus-based decisions to select the 3-5 projects. The RCPWG Strategy Team will be encouraged to consider project replicability, geographic diversity, community benefits, and level of urgency as part of the project selection process.

Upon the selection of the 3-5 projects, the Consultant Team will develop detailed implementation project plans (in both English and Spanish), drawing from the Farallon Strategies team's collective grant writing experience and PRE Collective's technical and applied expertise in project pre-development and transformational infrastructure investment. An accurate understanding of each grantmaking agency's specific requirements and clear and compelling project descriptions are critical to developing successful funding applications. The Consultant Team will develop strong project descriptions that outline the project's objectives, scope, and expected outcomes, while addressing key elements such as the problem being addressed, the methodology, timeline, and approximate budget. The Consultant Team will communicate information clearly through storytelling to articulate the co-benefits of each project and ultimately help secure funding. This analysis would be built on information provided by the project's lead agency and/or obtained through engagement with affected parties. The implementation plans will define all activities in the near-term to implement the project from design to monitoring and will include clear funding pathways (inclusive of public and philanthropic grants, financing mechanisms, and capital stack models) and enabling conditions required for success. These implementation plans will be included in the Roadmap.



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Consultant Team Members Involved: Farallon Strategies, PRE Collective

Deliverables: 3-5 Detailed Implementation Project Plans (bilingual English/Spanish)

## RRGP Task 5 Final Roadmap

The budget provided to the City by RRPg for Task 5 will be allocated to the following activities:

### Workshop 3: Draft Roadmap Review (RRGP 5A)

The Consultant Team will work collaboratively with the project team to convene a workshop to review the full draft Roadmap (Workshop 3). This will include coordinating workshop logistics and leading development of the workshop agenda, facilitator agenda, presentation, and additional materials for interactive activities. As the workshop co-facilitators, Farallon Strategies and CeresCollab will structure the workshop to allow all participants the opportunity to review the draft and provide meaningful feedback on the content, structure, language, and tone. During the workshop, Farallon Strategies and Ceres Collab will make real-time changes when possible and document comments that the team will integrate into the final draft after the workshop.

Farallon Strategies recognize the ongoing capacity constraints faced by both RCPWG and MBCJC members. As such, review requests will be limited to the extent possible outside of the workshop. This may include providing sufficient time during the workshop for participants to read through the full draft Roadmap, allowing participants to self-select Roadmap sections of interest to review comprehensively, facilitating breakout discussions, and/or other techniques and interactive exercises to gather targeted feedback. However, the Consultant will provide a review period (length to be agreed upon by members) after the workshop for those who are unable to attend or need additional time to provide comments. Farallon Strategies will be responsible for generating a detailed meeting summary, which will include feedback received, key outcomes, and action items.

Consultant Team Members Involved: Farallon Strategies, CeresCollab

Deliverables: Workshop agenda, minutes

### Final Roadmap (RRGP 5B)

The Consultant Team will develop a draft Roadmap in accordance with the final outline in both English and Spanish. The draft will compile all components of the project including the Regional Adaptation Prioritization Process and Outcomes, the Project Implementation Plans, the Funding Appendix, near-term actions to begin developing or pursuing viable long-term funding structures, and additional content included in the final outline. The Roadmap will utilize accessible, culturally-appropriate language so that it can be easily understood by diverse audiences, including elected officials and the general public. The Consultant Team will share regular updates during project team meetings on the status of developing the draft roadmap to allow project partners to provide iterative feedback and more targeted direction, as needed.

The Consultant Team will provide a structured opportunity for RCPWG and MBCJC members to review the full draft Roadmap and provide feedback during Workshop 3, as well as time for members to consult their staff and attorneys, as needed. Feedback





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collected during the workshop and through other formats will be compiled and shared with all partners and participants for transparency and accountability. The Consultant Team will work collaboratively with the project team to determine how to best address the feedback received in an appropriate and equitable manner while also upholding the intended purpose of the Roadmap. The revised draft Roadmap content will be submitted to the project team for approval before moving to the design phase. The final Roadmap will be designed as a visually compelling report that meets accessibility standards and will then be translated into Spanish.

The full Consultant Team—Farallon Strategies, CeresCollab, and PRE Collective—will be involved in Roadmap development, given its importance as a key deliverable and our collective commitment to producing a high-quality, action-oriented product.

Consultant Team Members Involved: Farallon Strategies, CeresCollab, PRE Collective

Deliverables: Draft Plan (bilingual English/Spanish), comments and revisions, and Final Plan (bilingual English/Spanish)

## NOAA Task 1A - Regional Adaptation Program Prioritization

The budget provided to the City by NOAA for Task 1A will be allocated to the following activities:

### **Regional Adaptation Prioritization (NOAA 1A)**

See description of work under RRG Task 3 under Regional Adaptation Prioritization (RRGP 2C).

### **Regional Adaptation Prioritization (RRGP 2C)**

See description of work under RRG Task 3.

### **Develop Project Implementation Plans (RRGP 4B)**

See description of work under RRG Task 4.

### **Funding Appendix (RRGP 4C)**

After developing the project implementation plans, Farallon Strategies and PRE Collective will shift focus to investigating longer-term, sustainable funding sources for adaptation. The Consultant Team will compile this information as an appendix to the Roadmap. The Funding Appendix will evaluate a variety of both traditional and novel funding sources and structures, including but not limited to, local, regional, state, federal, and private grants, climate resilience financing districts, revolving loan funds, public-private partnerships, impact investing, carbon pricing, and community-based fundraising. The Consultant Team will evaluate these funding sources for relevance, feasibility, and long-term viability to fund key projects and initiatives in need of funding. The team will work with the RCPWG to identify potential funding sources and financing strategies to sustain and build capacity for RCPWG; at the direction of the project team, findings can also be shared with MBCJC and other networks to support the region's robust ecosystem of collaboratives. Given uncertainties around state and federal funding, we will provide the best available



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information at the time of the Funding Appendix development. The Consultant Team anticipates that the Funding Appendix will be developed in a spreadsheet and include options to filter the information by various criteria such as funding source, eligibility requirements, submittal timelines, and initiative categories (e.g., transportation/mobility, nature-based solutions, etc.).

Upon developing a draft of the Funding Appendix, we will provide an opportunity for RCPWG and MBCJC members to review and provide feedback during Workshop 2, as well as time and supporting materials for members to consult their staff, leadership, and attorneys as needed. We will also consult Regeneración Pajaro Valley during the development, review, and finalization of the Funding Appendix for their expert guidance in integrating environmental justice principles. Upon receiving feedback at Workshop 2 from RCPWG and MBCJC members, revisions will be made and the final Funding Appendix will be translated into Spanish.

Consultant Team Members Involved: Farallon Strategies, PRE Collective

Deliverables: Longer term, sustainable funding Roadmap appendix (bilingual English/Spanish)

### **Workshop 2: Funding Strategies and Models (RRGP 4D)**

The Consultant Team will coordinate with the existing project team to organize and facilitate a workshop with RCPWG and MBCJC members to review the draft Funding Appendix and governance options for RCPWG under a new, longer-term funding regime. This will include coordinating workshop logistics and leading development of the agenda, facilitator agenda, and presentation for Workshop 2. As facilitators, Farallon Strategies and CeresCollab will structure the meeting to introduce the opportunities in the Funding Appendix, answer questions, and seek feedback on the structure of the appendix. Farallon Strategies will be responsible for generating a meeting summary, which will include key outcomes and action items.

The Consultant Team will present funding and governance options in an organized and manageable manner to support accessibility for participants arriving with varying degrees of technical familiarity and to avoid an overwhelming flow of information. Participant feedback will be critical to assess the viability of different funding and governance options based on their local expertise and unique community contexts. The Consultant Team will work with the project team and partners to design the workshop to be engaging, interactive, and productive. The workshop will also provide an opportunity for participants to learn from each other and deepen their understanding of the adaptation funding landscape.

Consultant Team Members Involved: Farallon Strategies, CeresCollab

Deliverables: Workshop agenda and minutes

### **Jurisdiction Review of Draft Implementation and Funding Roadmap (RRGP 4E)**

The Draft Implementation and Funding Roadmap will be made available to MBCJC members and RCPWG staff and attorneys for review and input. More information may be found in the description of the Draft and Final Roadmap (RRGP Task 5 [5B]).



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Consultant Team Members Involved: Farallon Strategies

Deliverables: Written feedback on Roadmap outline from MBCJC members and RCPWG staff and attorneys

### **Final Roadmap (RRGP 5B)**

See description of work under RRGp Task 5.

## **NOAA Task 1B - Begin Roadmap Implementation**

The budget provided to the City by NOAA for Task 1B will be allocated to the following activities:

### **Seek Governing Body Approval of Roadmap/Deliver Roadmap to Elected Bodies (RRGP 5C and 5D)**

Once RCPWG and MBCJC representatives review and approve the final Roadmap, Farallon Strategies will support each representative in pursuing approval from its respective jurisdictional governing body. The Consultant Team will work in collaboration with RCPWG Strategy Team and individual member jurisdictions to determine the most appropriate and effective approach to engage jurisdictional leadership and elected bodies to review and approve the Roadmap. This may involve a coordinated or individualized approach depending on the unique context of each jurisdiction.

Farallon Strategies will be prepared to support each representative in obtaining approval from its respective jurisdictional governing body by providing a template agenda, staff report, resolution, and/or other supportive materials to be determined by the requirements of each governing body and based on the direction of each RCPWG member jurisdiction. Farallon Strategies will be available to each representative to customize materials as needed and to answer questions about the Roadmap in preparation for the representative to take to their governing body. Farallon Strategies will also be available to attend council, board, and committee meetings to support jurisdictional staff, such as by leading or supporting presentations, answering technical questions, and distributing materials. Farallon Strategies will track which members have approved the Roadmap between October and November 2026. The Consultant Team will also support delivering the Roadmap to elected bodies such as the Central Coast Climate Collaborative, the Association of Monterey Bay Area Governments, Central Coast Community Energy, Monterey County Transportation Agency, etc. This work will include developing a slide deck and resolution templates for use at meetings.

Consultant Team Members Involved: Farallon Strategies

Deliverables: Final Plan (in English and Spanish), template resolutions, presentation and agenda report, slide deck for elected body meetings, adopted resolutions



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in /farallon-Strategies**Begin Roadmap Implementation (NOAA 1B)**

Once the Roadmap is approved by RCPWG and MBCJC members, Farallon Strategies and PRE Collective will assist in implementation of the Roadmap, including supporting developing up to three grant applications for the prioritized projects with implementation plans. The Consultant Team will work with the RCPWG member agencies who lead the prioritized projects to develop competitive grant proposals including initial drafting, reviewing, and/or submitting as needed and determined by the lead agency. The Consultant Team will also monitor funding opportunities included in the Funding Appendix including notifying the RCPWG of significant updates as needed.

Consultant Team Members Involved: Farallon Strategies, PRE Collective

Deliverables: Completed and submitted grant applications, Roadmap, individual project deliverables within Roadmap program

## NOAA Task 1C - Roadmap Implementation

The budget provided to the City by NOAA for Task 1C will be allocated to the following activities:

**Roadmap Implementation (NOAA 1C)**

After completion and approval of the Roadmap, the Consultant Team will transition into a greater project management function, picking up from where RRGP funding tapers off and supplementing the need for continuous project management through the NOAA grant's term. These tasks include the continued logistical and facilitation required for effective collaboration between the RCPWG, MBCJC, and its partners.

Consultant Team Members Involved: Farallon Strategies, PRE Collective

Deliverables: Individual project deliverables within Roadmap program

## **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: **March 1, 2025 to September 30, 2029**

- See Attached Schedule of Performance Titled - Attachment Exhibit "B" Schedule of Performance and Fee Schedule

[illegible]

## **EXHIBIT "C"**

### **COMPENSATION**

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$400,000.00.
- 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.