

**Memorandum of Understanding for Advancing Equitable, Shared Governance for Monterey Bay  
Regional Climate Investment Decision-making**

This is a Memorandum of Understanding (“MOU”), dated January 3, 2024 (“Effective Date”), between City of Santa Cruz (“Lead Community”), and the Urban Sustainability Directors Network (“USDN”) an Illinois nonprofit corporation (collectively, the “Parties”), to implement the Advancing Equitable, Shared Governance for Monterey Bay Regional Climate Investment Decision-making project (“Project”).

Together, the Parties enter this MOU, which describes partnership roles.

### **1. Purpose and Scope**

This work will redefine local government and environmental justice (EJ) groups’ roles and relationships in the Monterey Bay (California) Regional Climate Project Working Group (RCPWG) by developing meaningful pathways for the emerging Monterey Bay Area Climate Justice Collaborative (MBACJC) in project development and decision-making around funding priority climate work in the region, focusing on a bottom-up approach to defining those roles. The Project is described in greater detail in the Full Project Proposal, Appendix 1.

### **2. Project Term**

The Parties agree to a Project Term of 10-months from award notification (September 1, 2023 – June 14, 2024). If more time is required, the Parties may amend this Agreement by way of a written instrument duly executed by all Parties hereto. Please reference the [USDN Award Guidelines and Policies](#) for more information about this process.

### **3. Responsibilities**

- a. **USDN.** USDN, as a project investor, is responsible for:
  - i. **Funding.** USDN shall provide funding for the Project in an amount not to exceed \$15,000 USD. Payment(s) are made according to the Payment Schedule described in Table 1.
  - ii. **Technical Assistance.** USDN contracts with [Sutherland & Associates](#) to manage its competitive member funds (the “USDN Fund Management team”). The USDN Fund Management team shall assist with any decision-making that impacts this MOU or any associated agreements/ payments. They receive, confirm, and process all deliverables, quarterly reports, and invoices. They monitor progress and capture the impacts of the investment.
  - iii. **Payment Processing.** USDN shall process Lead Community approved invoices within 30 days of receiving such invoices from Ecology Action.
    - Invoices are submitted by any party receiving payment, including local governments. Invoices paid by USDN shall follow the payment schedule outlined

in Table 1 of this MOU, which shall also be reflected in any associated independent contractor agreement(s). All invoices are addressed to:

Urban Sustainability Directors Network (USDN)

Reference: EF23 – Santa Cruz, CA

Attn: Terri Norton

Accounting Manager

500 Westover Drive #14973

Sanford, NC 27330

- Project funds shall be expended and disbursed per the proposed budget in Appendix 1, in accordance with the terms in this MOU and to fulfill the scope of the final and awarded proposal.
- To keep the Lead Community as the visible lead of the work, invoices shall be approved by the Lead Community and then submitted by Ecology Action to the USDN Fund Management team for review against the Project budget pursuant to Appendix 1. The USDN Fund Management team shall initiate processing of approved invoices with USDN.<sup>1</sup>

**b. Lead Community.** The City of Santa Cruz, CA, as the Lead Community is responsible for:

- i. **Project Management and Coordination.** Providing the project management and coordination necessary to complete the Project.
- ii. **Quarterly Updates.** Submitting a 1-2 paragraph update describing progress on outputs, timeline, budget, and metrics at the end of each quarter, until the end of the Project Term as defined in section 2 above.
- iii. **Final Products and Reporting.** By June 14, 2024, submitting:
  - **Project Products / Outputs.** All substantial products and outputs produced as high-quality deliverables, for posting to the USDN website.
  - **Final Project Report.** A final project report, form [here](#)
  - **High Resolution Photos.** High resolution .jpg photographs of Project work, to potentially be used in USDN communications.
  - **Project Budget and Expenditures.** A detailed record of project expenditures, including a comparison of original budget to award expenditures. Please use the Budget Template [here](#) or simply modify and return your proposal budget to show proposed to actuals.
- iv. **USDN Presentation.** At project completion, awardees are asked to present project outcomes during a USDN virtual or in person meeting, if requested.<sup>2</sup>
- v. **1-Year Impact Report.** Submitting a 1-page report 1 year after the Project Term as defined in Section 2 above, noting any additional impacts that have developed since the Project ended.

<sup>1</sup> To prevent any payment delays, the Lead Community lets the USDN Fund Management team know of any schedule or staffing changes with as much advance notice as possible so that schedules can be adjusted.

<sup>2</sup> This request is subject to USDN's communications schedule and is not guaranteed to be made.

#### 4. **Project Participants and Primary Contacts**

##### a. **Lead Community and Primary Contact:**

- i. **Lead Community:** City of Santa Cruz
- ii. **Project Lead:** Dr. Tiffany Wise-West, PE, City of Santa Cruz, Sustainability and Climate Action Manager and Vice Chairperson of the RCPWG  
809 Center Street Room 9, Santa Cruz, CA 95060 | 831.420.5433 | twise-west@santacruzca.gov

##### b. **Project Participants.**

###### i. **Primary Participating Local Governments:**

- Jackie McCloud, City of Watsonville, Environmental Programs Manager and RCPWG chairperson
- Cora Panturad, County of Monterey, Sustainable Infrastructure Analyst, RCPWG Member

###### ii. **External Primary Partners:**

- Eloy Ortiz, Special Projects Manager from Regeneración - will act as point person for the emerging Monterey Bay Area Climate Justice Collaborative (MBACJC), whose members (up to 7) will participate in this Project and who will participate in the core project team.
- Ecology Action (lead CBO) will serve as administrator of vendor contracts.
- Farallon (consultant) – Meeting scheduling; governance/best practice document preparation
- Facilitators (consultants) - Prepare project briefing, overall approach, meeting agendas and summaries, facilitate meetings.

#### 5. **Third Party Partners**

The Parties acknowledge and agree that the independent subcontractor Ecology Action of Santa Cruz provides the project deliverables assigned to them in Table 1. \$15,000 USD of the Project funds are paid from USDN to Ecology Action of Santa Cruz directly. Ecology Action shall serve as the fiscal administrator of the funding provided by USDN hereunder. USDN and Ecology Action of Santa Cruz entered into the Independent Contractor Agreement, dated December 19, 2023, detailing this arrangement described herein. Ecology Action shall receive invoices submitted by any party receiving payment, including local governments. Based on the Lead Community approved invoices, Ecology Action shall then in turn invoice USDN as provided in this MOU and shall be responsible for disbursement of the USDN funds.

#### 6. **Project Scope: Deliverables, Timeline, Reporting and Payment Schedule**

Project activities, deliverables, and due dates are scheduled below in Table 1.<sup>3</sup>

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<sup>3</sup> Please add these dates to calendars(s) and proactively notify the USDN Fund Management team if it is anticipated that any deliverable due dates will shift after this award agreement is executed. Schedules will be adjusted accordingly. Table 1 becomes the project's Deliverables Report. Each time a deliverable is received, it is returned to the Lead Community from the USDN Fund Management team with notes/links as a receipt. This method keeps each party clear and aligned on the status of the work.

**Table 1. Schedule of Project Deliverables and Payments**

#	Activity	Deliverables	Due Date	Payment / Recipient
		Agreements: Signed MOU and other project agreements	Not later than 30 days after MOU is delivered	Payment upon fully executed MOU and associated invoice: \$15,000 to Ecology Action
1	Activity 1. Contract with USDN, facilitators, governance consultants and set up EJ group compensation	Deliverable 1: Contracts	Date: February 1, 2024	
	Progress Update 1	250-word update	Q1: February 1, 2024	
2	Activity 2. Prepare for, conduct and follow up on workshop 1: staff, elected, EJ groups participate; facilitator + governance consultants contribute	Deliverable 2: Project briefing (advance reading), agenda	Date: February 15, 2024	
	Progress Update 2	250-word update	Q2: March 29, 2024	
3	Activity 3. Prepare for, conduct and follow up on workshop 2: staff, elected, EJ groups participate; facilitator + governance consultants contribute	Deliverable 3: Draft best practices (advance reading), agenda	Date: March 29, 2024	
	Progress Update 3	250-word update	Q3: May 30, 2024	
4	Activity 4. Prepare for, conduct and follow up on workshop 3: staff, elected, EJ groups participate; facilitator + governance consultants contribute; attorneys review deliverables	Deliverable 4: Finalized best practices, template Board/City Council agenda report/resolution on commitments, draft set of governance options	Date: May 30, 2024	
	Final Project Report, Photos, and Budget Reconciliation	Final project report describing lessons / impacts, high resolution photos (.jpg format) and the final reconciled budget	Date: June 14, 2024	
	USDN Presentation	Possible scheduling of a presentation to the network: dependent on the outcomes, audience, and USDN network communications schedule		

**7. Lobbying.** USDN project funds cannot be used for lobbying.

**8. Liability.**

For the purpose of indemnification, each party hereto shall be responsible for the acts or omissions of its



EF23 – Santa Cruz, CA  
Project Amount: \$15,000

Project Completion Date: June 14, 2024

respective participating personnel and shall incur any liabilities arising out of the acts or omissions of its respective personnel while participating in the Project or in performance of this MOU. Each party hereto (“Indemnitor”) agrees to defend, indemnify, and hold harmless the other parties hereto but only in proportion to and to the extent that any liability is imposed on the other parties due to the acts or omissions of the Indemnitor or Indemnitor party’s employee(s). In addition, any party hereto shall be liable for any workers compensation or similar benefit extended to its respective employees.

**9. No Agency.**

It is understood that each of the parties hereto operate independently from one another and cannot enter into agreements or contracts as agents of the other. It is expressly understood and agreed that none of the parties hereto are in any way or for any purpose an agent of each other related to this MOU.

**10. Independent Contractor.**

It is expressly understood that Ecology Action, including any employee, subcontractor, and agent of Ecology Action, is an independent contractor solely responsible for its acts and omissions, and Ecology Action shall not be considered an employee of the Lead Community for any purpose.

**11. No Assignment.**

No party to this MOU may assign any portion of this MOU without the other party’s prior written consent, unless otherwise stated herein.

**12. Entire Agreement.**

This MOU contains the entire agreement of the Parties and each party acknowledges that there were no other oral agreements, representations, warranties, or statements of fact made prior to or at the time of the signing of this Agreement.

**12. Severability.**

If any term of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**13. Waiver.**

Waiver by any party hereto of any portion of this MOU shall not constitute a waiver of the same or any other portion hereof.

**Urban Sustainability Directors Network**

*Jamal Brown*

**Signature:** \_\_\_\_\_

**Name:** Jamal Brown

**Title:** Finance Director

**Date:** 1/3/2024



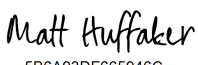
EF23 – Santa Cruz, CA  
Project Amount: \$15,000  
Project Completion Date: June 14, 2024

**Acceptance of Memorandum of Understanding**

**The City of Santa Cruz accepts the terms of this MOU.**

**Name:** Matt Huffaker \_\_\_\_\_

**Title:** City Manager \_\_\_\_\_

**Signature:** DocuSigned by:  
  
5B6A93DE665946C \_\_\_\_\_

**Date:** 1/3/2023 \_\_\_\_\_

**Instructions for Check Issuance:** Invoices will be submitted for each payment by the organization receiving funds with a completed [ACH Authorization Form](#) and [W-9 Form](#)

**City/County Tax ID Number:** \_\_\_\_\_

**Project Lead Contact Information:**

**Name:** Dr. Tiffany Wise-West \_\_\_\_\_

**Address:** 809 Center Street, Santa Cruz, CA 95010 Rm 9

**Phone:** 831-420-5433

**Email:** twise-west@santacruzca.gov

## Appendix 1 | Full Project Proposal

**Project title.** *Advancing Equitable, Shared Governance for Monterey Bay Regional Climate Investment Decision-making*

**Project purpose.** To redefine local government and environmental justice groups' roles and relationships in the Monterey Bay (California) Regional Climate Project Working Group (RCPWG) by developing meaningful pathways for the emerging Monterey Bay Area Climate Justice Collaborative (MBACJC) in project development and decision-making around funding priority climate work in the region, focusing on a bottom up approach to defining those roles.

**Amount requested.** \$15,000

**Project timeline.** From award notification (assuming Sept 1, 2023) this project will be completed by March 1, 2024.

**Primary project focus.** Unlocking large implementation resources for climate work.

**Primary short-term output.** Define clear next steps around specific climate initiative(s)

Others: Furthering of trust building, Agree upon principles of best practice and/or governance with respect to power sharing and decision making within the RCPWG structure, Resolution committing to staff participation and financial contribution, Recruiting two additional contributing members of local government

**Primary long-term outcome.** Long-term working partnerships are developed to go after climate funding.

Others: Community ownership of climate work is enabled, RCPWG is better positioned to address needs of, EJ groups and people they represent, Fiscal sustainability with future jurisdictional monetary commitments, **More competitive and inclusive grant proposals leads to increased chances of success!**

**Visualization of impact summary.** While involved in early work to stand up the Monterey Bay Regional Climate Project Working Group, environmental justice (EJ) groups were not originally included in the charter because there were wide differences in local governments' perspectives on how to do so. The RCPWG was stood up by charter and its mission is to collaborate among groups and organizations in the Monterey Bay Area region, including Santa Cruz, San Benito, and Monterey Counties, to develop, prioritize, secure funding for, and effectively and equitably advocate for and implement regionally beneficial climate mitigation and adaptation projects and

program. Completion of this short term project will enable the resources to prepare best practice guidance around equitable decision-making, secure commitments for ongoing funding of the RCPWG’s work including compensation for EJ group participation, and crucially, to cultivate elected and executive champions that are currently absent in this work. These three outcomes will enable the RCPWG’s ability to compete and secure funding to implement climate projects equitably and impactfully.

**Lead USDN member.** Dr. Tiffany Wise-West, PE, City of Santa Cruz, Sustainability and Climate Action Manager and Vice Chairperson of the RCPWG will act as the project manager for this short term project, ensuring coordination between all vendors and participants.

809 Center Street Room 9, Santa Cruz, CA 95060 | 831.420.5433 | [twise-west@santacruzca.gov](mailto:twise-west@santacruzca.gov)

**Other participants.**

**Jackie McCloud, City of Watsonville,** Environmental Programs Manager and RCPWG chairperson – oversees the function and operations of the RCPWG to realize its vision to secure transformational climate funding for the Monterey Bay region. Core project team: Will participate in drafting/reviewing materials and assisting in facilitating meetings

**Cora Panturad, County of Monterey,** Sustainable Infrastructure Analyst, RCPWG Member – serves on executive committee and as part of this core project team will assist in drafting/reviewing materials and participate, with other Members in workshops.

**Eloy Ortiz, Special Projects Manager from Regeneración** - will act as point person for the emerging Monterey Bay Area Climate Justice Collaborative (MBACJC), whose members (up to 7) will participate in this project and who will participate in the core project team.

**Other Members of the RCPWG and observing agencies** listed below will participate in workshops and Board/City Council meetings

**Ecology Action (lead CBO)** will serve as administrator of vendor contracts

**Farallon (consultant)** – Meeting scheduling; governance/best practice document preparation

**Facilitators (consultants)** - Prepare project briefing, overall approach, meeting agendas and summaries, facilitate meetings

**Root cause design.** While the local government jurisdictions have made progress on building relationships and trust with environmental justice groups, those groups were not originally included in the MBRCPWG charter and have a limited voice in decision making on climate action and resilience priorities and investments. The Monterey Bay Area Climate Justice Collaborative was catalyzed by prior USDN funding and a recognition that an equitable (sub)regional approach to transformative priority climate investment was better achievable through collaboration, pooled resources and shared decision making with environmental justice groups. We hypothesize



that by working with the emerging MBACJC spurred by the USDN Emergent Learning Fund in 2022 and achieving the goals of this project has the potential to be transformative in how local governments and EJ groups work together in the region and, in turn, drastically improve our ability to compete for federal and state funding while working to undo historical injustices.

**Creativity in accountability via** Reaffirming and cultivating high level leadership and commitment; Using EJ groups' recommended facilitation team; Ensuring governance feasibility through attorney involvement; Formalizing agreements / Codifying in governance document (e.g., charter, best practice guide, memorandum of understanding, etc.) via resolution

The MBACJC arose from prior Monterey Bay regional work funded by USDN to begin addressing the legacy of racial discrimination and oppression as well as that of other historically under served or represented peoples. It also included white practitioner DEI training and relationship building with people of color. Participants quickly acknowledged that much work was needed to continue building trust and understanding but also that positioning for regional climate funding was a high priority acknowledging (1) unprecedented state and federal grant opportunities requiring ground-up equity community design, and (2) that group formation and governance would evolve in phases in order to jump start the working group and be nimble in pursuing near term federal opportunities. The more difficult shared governance structure development was deferred until the RCPWG was stood up.

Since its inception in spring 2022 and charter adoption in early 2023, the RCPWG jointly proposed and won a matching grant of \$100,000 from Central Coast Community Energy to increase its budget supplementing 3 years of local government commitments to contribute funds to hire a governance consultant, admin assistance and grant writer. However CCCE funding could only be directed to electrification grant funding proposals.

In 2022, the RCPWG also collaborated on and was awarded a Department of Energy Weatherization Assistance Program grant for 50 green and healthy electrified single family home retrofits for low income homeowners (\$2M). The RCPWG also recently applied to a \$15M EV public charging infrastructure grant from the FHWA to drastically scale up EV charging infrastructure within rural and urban areas. It has conducted prospecting with its grants consultant and identified at least 2 other major grants it will be pursuing by the end of the summer (1 for regional coastal adaptation implementation and funding plan; 1 for regional resilience centers and hubs). Each grant effort focused on low income and disadvantaged communities in our region and while they including funding in grant awards, no compensation

or process is available for environmental justice groups to participate in the development of the proposals.

**Influencing change.** Currently, Monterey County, Santa Cruz and San Benito Counties and the Cities of Watsonville and Santa Cruz are dues paying members who are eligible to vote on administrative and grant related expenses. There are two other cities in the region in discussions to join the RCPWG. The Association of MB Area Governments and Ecology Action, a local nonprofit, hold advisory roles in the Charter. While we have a connection through Ecology Action to the nascent MBACJC that maintains flow of information and communication between environmental justice groups and the local governments in the RCPWG, the RCPWG lacks the direct involvement and power sharing with EJ groups with respect to prioritizing work to fund, decisions to pursue funding and crafting funding proposals. Now that the working group has a sustainable foundation, it is time to open up the governance conversation and deliver on a more equitable approach, addressing both our practices and charter. Moreover, despite the RCPWG's initial success and momentum, it has been challenging sustaining financial and participation commitments through staff and leadership shifts at the local governments. A key objective of this next governance iteration will be to gain firm leadership support and identify elected champions, encouraging executive and / or elected peer learning sessions with their staff whereby participation goals are to both understand the value of the working group and in particular the essential need for EJ groups taking a leading role in guiding the decisions around climate investments.

**Focus on partnership.** This project is all about partnership. The Proposers, City of Santa Cruz (lead USDN network member) and the other members of the RCPWG (City of Watsonville, Counties of Monterey, San Benito, and Santa Cruz Local government staff and elected participants providing in-kind match via participation) will build on prior efforts to participate in the workshops with the EJ groups. The core project team will work alongside a wide range of compensated environmental justice groups to ensure equitable process in content generation, materials and agenda development and outcomes as articulated previously. There are other observing organizations that will also participate in facets of the process: Cities of Capitola and Salinas, Central Coast Climate Collaborative, the Association of Bay Area Governments. Regeneration will act as lead CBO on core project team. EJ group Participants in prior MB-focused climate justice workshops or their org's designate (up to 8 participants) will participate in workshops/Board/City Council meetings as defined in the tasks (e.g., Community Bridges, Central Coast Energy Services, Center for Community Advancements, Augustin Leaders for Earth, NAACP, Amah Mutsun Tribal Band, Healing and Reconciliation Institute, Center for Farmworkers, Mujeres, others). The Central Coast Climate Collaborative will amplify this work, enabling peer sharing and knowledge dissemination.

Our private partners will act as facilitators and governance specialists, guiding the core project team and broader set of participants and producing deliverables.

**Multi-pronged approach.** This project is part of a broader vision to develop into an equitable impact network capable of securing transformative investments to reach our shared climate goals. To use a recent popular framework for climate justice work, we situate this project\* within the broader multi-pronged approach to normalize, organize and operationalize for EJ empowerment impact.

**Normalize** - Cultivate leadership\*, set best practice expectations\* and promote consistent *success of collaboration\**

**Organize** - Each jurisdictional climate action plan adopted with equity focus and engagement already to prioritize projects; Initial Shared climate priorities identified across local jurisdictions and EJ groups (from prior work); White practitioner JEDI training and convening with EJ groups on possible governance; RCPWG stood up

**Operationalize** - Funding and capacity addressed via consultants; Short -term project deliver on focused empowerment objectives\*; Governance and commitments codified\*

**Defining and measuring success.** This small investment in capacity, governance and empowerment will enable the RCPWG to share decision making pursuing on federal grants with a Justice 40 focus as well as state grants to continue to build capacity and make transformational climate investments as evidenced by producing both best practice and governance documents.

### Project plan.

#	Activity	Deliverable	Due Date
1	Contract with USDN, facilitators, governance consultants and set up EJ group compensation	Contracts	Oct. 1, 2023
2.	Prepare for, conduct and follow up on workshop 1: staff, electeds, EJ groups participate; facilitator + governance consultants contribute	Project briefing (advance reading), agenda	Nov. 15, 2023
3	Prepare for, conduct and follow up on workshop 2: staff, electeds, EJ groups participate; facilitator + governance consultants contribute	Draft best practices (advance reading), agenda	Dec. 31, 2023
4	Prepare for, conduct and follow up on workshop 3: staff, electeds, EJ groups participate; facilitator + governance consultants contribute; attorneys review deliverables	Finalized best practices, template Board/City Council agenda report/resolution on commitments, draft set of governance options	March 1, 2024

**Budget**

<b>Itemized Cost</b> <i>List Each Cost Against the Requested Amount Below</i>	<b>Requested Amount</b>	<b>Other Funding Sources*</b>	<b>TOTAL in USD</b>	<b>Notes</b>
Environmental Justice Groups' Compensation	\$8,000.00		<b>\$8,000.00</b>	10 hrs/org x 8 orgs x \$100/hr = \$8,000
RCPWG Members, observing agencies' labor (match)		\$15,000.00		(5 member staff + 5 member elected + 5 observing agencies) x 10 hrs each x \$100/hr
Regeneration Compensation as Core Project Team Member Participation	\$500.00		<b>\$500.00</b>	5 additional hrs x \$100/hr = \$500
Facilitator Consultants	\$3,500.00		<b>\$3,500.00</b>	Based on prior work with facilitators for similar scope
Farallon Governance Consultant	\$1,500.00	\$2,000.00	<b>\$3,500.00</b>	Based on prior work with consultants for similar scope; Other source: from another grant in partnership with UC Davis
Ecology Action Administration of Contracts	\$1,500.00		<b>\$1,350.00</b>	10% of contracts managed under administrative role
<b>TOTAL</b>	<b>\$15,000.00</b>	<b>\$17,000.00</b>	<b>\$32,000.00</b>	