

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND WATSONVILLE WETLANDS WATCH**

THIS CONTRACT, is made and entered into this July 1, 2022, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Watsonville Wetlands Watch**, 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.

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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 July 6, 2022 to December 31, 2022, 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

Watsonville Wetlands Watch
500 Harkins Slough Road
Watsonville, CA 95076

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

CITY OF WATSONVILLE

CONSULTANT

WATSONVILLE WETLANDS WATCH

BY

Rene Mendez, City Manager

BY

Jonathan Pilch, Executive Director

ATTEST:

BY

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY

Samantha W. Zutler, City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Middle Struve Slough Water Quality and Habitat Enhancement Project Scope of Work

Under the direction of the City of Watsonville Public Works and Utilities Department, Watsonville Wetlands Watch (BL 8113) proposes to implement the Middle Struve Slough Water Quality and Habitat Enhancement Project, funded by the California Ocean Protection Council. The proposed scope of work includes project management and support for grant administration, support for finalizing the construction designs and securing environmental permits to enable construction, oversight and implementation of habitat restoration activities and water quality treatment features, community engagement, and environmental monitoring and reporting.

Project Overview

The City of Watsonville and the non-profit organization Watsonville Wetlands Watch have partnered to develop and propose the Middle Struve Slough Water Quality and Habitat Enhancement Project. The project is a multi-benefit ecosystem and watershed restoration project with the purpose of improving water quality through stormwater capture and infiltration, habitat restoration and enhancement, and wetland and watershed protection measures. Project designs were completed under a grant from the Department of Water Resources Disadvantaged Communities Engagement Program administered by the Regional Water Management Foundation. It is located within the Struve Slough watershed area bound by Pennsylvania Avenue to the east and Main Street to the south, within the area below the City's Hope Park.

The project supports the overall goal of the City to develop habitat and water quality improvement projects within the Struve Slough watershed, which is listed as an impaired waterbody by the State of California due to water quality concerns. Additionally the project aligns with the City's Climate Change Resiliency Measures and Climate Action Plan and provides for environmental education and green jobs training, as a part of the youth-training program led by Watsonville Wetlands Watch, the Climate Corps Leadership Institute.

The project will benefit the water quality and habitat within Middle Struve Slough by installing three wetland detention ponds and two stormwater detention basins and by restoring and enhancing surrounding native habitat areas. In so doing, the project will enhance wetland and watershed functions, reduce sediment and nutrient inputs into Struve Slough, build regional resiliency to sea-level rise and enhance coastal watershed resources so as to support regional climate adaptation measures for coastal wetlands and wildlife.

Task 1. Project Administration and Environmental Permitting

Objective: The objective of this task is to support the City in grant administration and reporting during the life of the project, provide input into final construction document preparation, and to secure environmental permits to enable construction activities to occur within the defined project timeline.

Scope of Work: Project administration work will entail providing information for quarterly reporting and any additional administrative tasks needed to support grant administration during the life of the project. Project administration work will also entail providing review of the development of technical specifications for construction documents, geotechnical analysis and final design related to any needed design modifications of the stormwater treatment basins. Contracting of construction designs will be completed by the City.

Environmental permitting will entail submitting project planning document to environmental regulatory permitting agencies, as required by the project's related environmental regulations. A biological assessment and completion of the CEAQ process was completed during the prior design phase of the project. To complete environmental permitting, Watsonville Wetlands Watch will oversee the preparation of environmental permits by a permitting specialist and work with the City and respective permitting agencies to secure all permits required to begin construction. If needed, due to the permitting review process, Watsonville Wetlands Watch will modify the habitat restoration planning documents and ensure conformance between project designs and permitting conditions and requirements.

Deliverables: Deliverables will include final environmental permits, anticipated to include permits from the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, Army Corps of Engineers and California Regional Water Quality Control Board.

Task 2. Habitat Restoration Oversight and Implementation

Objective: In 2021, a habitat restoration plan was completed to guide the implementation and adaptive management of the Middle Struve Slough Water Quality and Habitat Improvement Project. The objective of the habitat restoration plan is to enhance native wetland, riparian, wet meadow, grassland, and oak woodland habitat within the approximately 5 acre project area.

Scope of Work: Watsonville Wetlands Watch will oversee the site preparation, implementation of habitat restoration work, maintenance and adaptive management of the habitat restoration process in accordance with the project's approved habitat restoration plan and any subsequent amendments that relate to conditions associated with environmental permitting and review. Site preparation will entail removal of invasive plant species and preparation of areas where native plants will be planted. Construction and implementation measures will entail planting of native plants and re-establishment of native habitat throughout the project site. Maintenance and adaptive management, will include invasive plant management following planting and other maintenance practices, such as

irrigation, to ensure successful establishment of native plant material and conformance with the projects success criteria.

Deliverables: Deliverables include the final habitat restoration plan, a native plant installation list, and an as-built drawing for habitat restoration work completed.

Task 3. Community Engagement

Objective: The objective of the community engagement task is to provide job skills training for youth from the Watsonville community and provide opportunities for community members to meaningfully engage in all aspects of the project, including the habitat restoration and environmental monitoring process.

Scope of Work: Watsonville Wetlands Watch will implement the Community Engagement Plan that was included within the work plan for the California Ocean Protection Council's Middle Struve Slough Water Quality and Habitat Enhancement Project grant agreement. The Community Engagement Plan includes opportunities for community partners to meaningfully participate in the project, funding for paid youth stipends to work on the project, and the requirement to provide many and diverse opportunities for local families and community members to volunteer both in the restoration process and the environmental monitoring process. Objectives listed within the Community Engagement Plan include, involvement of at least 32 youth in the Climate Corps Leadership Institute acting in a leadership capacity for the project, involvement of at least 600 middle and elementary school students during after school field trips conducting watershed restoration work, and 1,000 volunteers contributing 2,000 hours of volunteer work toward the project objectives over the life of the project.

Deliverables: Per the community engagement plan, a semi-annual and final community engagement report will be provided. The community engagement report will detail the total number of youth interns in the Climate Corps Leadership Institute, total number of hours and events worked by the Climate Corps Leadership Institute interns, public volunteer days, and volunteer hours, numbers of field trips, number of project partners engaged, and youth education participation evaluation data. The report will include records of field trips and hiring, including photographs taken during field trips and special events. The report will also include data from the pre and post field trip program evaluation that helps to draw a connection between participation in the project on knowledge and behavior, with the final report providing lessons-learned to support community engagement and community science.

Task 4. Environmental Monitoring

Objective: The objective of environmental monitoring is to establish pre-construction baseline conditions and post-construction monitoring to evaluate project effectiveness and demonstrate project impacts.

Scope of Work: Environmental monitoring will include photo point monitoring, California Rapid Assessment Monitoring (CRAM), vegetation surveys post construction, and year-round water

quality monitoring. Vegetation surveys will conform to the project’s habitat restoration plan which lists the following performance criteria:

Table 1. Performance metrics for vegetation and ground surface

Habitat Type	Native Cover	Species Richness	Invasive Plants	Bare Ground
	Performance Metric	Performance Metric	Performance Metric	Performance Metric
Wetland	50%	1 or greater	<25%	N/A
Wet Meadow	50%	7	<25%	<25%
Riparian	50%	7	<25%	<25%
Oak Woodland	50%	7	<25%	<25%
Grassland	15%	3 or greater	<25%	<25%

CRAM surveys will document the overall habitat condition. The method assesses the wetland based on four categories called Attributes, which are scored independently and combined into an overall Index score. The following are the listed performance metrics for the CRAM assessment.

Table 2. Performance metrics for CRAM surveys

CRAM Category	Performance Metric
Index Score	Increase by more than 10 points
Buffer and Landscape	Increase by more than 5 points
Hydrology	N/A
Physical Structure	Increase by more than 10 points
Biotic Structure	Increase by more than 11 points

Performance monitoring criteria is subject to change during the environmental permitting process.

Deliverables: Deliverables for the environmental monitoring task will include annual and final monitoring reports that detail the work performed, and monitoring results in accordance with the project’s habitat restoration plan, grant agreement objectives, and environmental permits and any applicable wildlife monitoring data.

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: **by December 31 2024.**

	Task Name	2022				2023				2024			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Project Management, Environmental Review, Permitting, and Design												
1.1	Project administration and management												
1.2	Environmental review, permitting, and support for finalizing construction designs												
2	Native Habitat Restoration												
2.1	Site preparation (removal of invasive plants and preparation for planting)												
2.2	Propagation of native plants, installation of plants, site stewardship and maintenance of plantings												
3	Community Engagement and Outreach												
3.1	Community participatory water quality monitoring												
3.2	Volunteer restoration days, youth field trips, and implementation of community engagement and outreach plan												
4	Monitoring												
4.1	Baseline monitoring, including CRAM assessment and photo-point monitoring												
6.2	Effectiveness monitoring and project reporting												
6.3	Final grant report												

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$543,080 as detailed in the yearly breakdown below.

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.

Table 3. Cost Breakdown by Project Performance Area

Task Number	Task Name	OPC Funds Requested to Complete Task	Matching Funds (includes in-kind)	Total Cost
1	Project Management, Environmental Review, Permitting, and Support for Construction Designs	\$ 61,900.00	\$ -	\$ 61,900.00
2	Construction, native habitat restoration implementation	\$ 322,473.00	\$ 40,000.00	\$ 362,473.00
3	Community Engagement, Youth, and Volunteer Events	\$ 78,000.00	\$ 64,000.00	\$ 142,000.00
4	Project Effectiveness Monitoring	\$ 23,800.00	\$ -	\$ 23,800.00
	Subtotal	\$ 486,173.00	\$ 104,000.00	\$ 590,173.00
	Construction Contingency - 15%	\$ 56,907.00	\$ -	\$ 56,907.00
		\$ 543,080.00	\$ 104,000.00	\$ 647,080.00

Approval of construction contingency funds must be made in writing by the City and is anticipated to be approved following a successful award of a construction contract once a determination of final construction costs has been completed.

Matching funds listed are those committed by Watsonville Wetlands Watch toward project implementation.