

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

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Watsonville Wetlands Watch**, a corporation, 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 May 15th, 2021 June 30th, 2024, 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 \$349,800.

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

Watsonville Wetlands Watch
500 Harkins Slough Rd.
Watsonville, CA 95076
(831) 728-1156

SECTION 22. EXHIBITS:

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

///

///

///

///

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

CITY

CONSULTANT

**CITY OF WATSONVILLE,
a municipal corporation**

**WATSONVILLE WETLANDS WATCH, a
corporation**

BY

Matthew D. Huffaker, City Manager

BY

Jonathan Pilch, Executive Director

ATTEST:

BY

Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY

Alan J. Smith, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The following scope of work follows the work designated for Watsonville Wetlands Watch (WWW) within the recently funded grant project, entitled The Watsonville Community Forest Project, of the California Department of Forestry and Fire Protection's Urban and Community Forestry Program.

Work will be accomplished within the following work categories:

Task 1. Tree Plantings and Care

The grant agreement between the City of Watsonville and the California Department of Forestry and Fire Protection includes the following deliverables:

1. Install 260 trees on City streets, parks, and neighborhoods
2. To support deliverable 1 above, host at least 20 public and local student education and outreach events that will also include surveying of residents and City resident engagement so as to increase our understanding of resident attitudes and guide further urban forest expansion activities. Watsonville Wetlands Watch and the City of Watsonville will co-facilitate these public events in order to support project effectiveness.
3. Develop and pilot a neighborhood tree planting program which will include neighborhood events and an adopt-a-tree tree volunteer stewardship program to engage City residents in urban forest stewardship and foster public interest and appreciation for urban forest expansion. This work will entail development of site owner/manager agreements consistent with the California Department of Forestry and Fire Protection's requirements for such agreements. Work will also entail planning and implementation of a neighborhood tree planting program designed to enhance City trees with public benefits to be planted on private property along parkways, streets, and other neighborhood areas.

Per the grant agreement, the following GHG benefits were proposed as the quantifiable metric associated with GHG sequestration for the project.

Table 1. Required Quantifiable Net GHG benefits

5A. Estimated carbon stored (MT CO₂e)	1049
5B. Estimated avoided emissions (MT CO₂)	133
5C. Estimated project emissions (MT CO₂)	59
5D. Net GHG benefit (MT CO₂e).	1124

Watsonville Wetlands Watch will be responsible to ensure that the tree planting component of the project meets or exceeds the project's required Net GHG benefit (MT CO₂e) as outlined above. Demonstration of the ways in which tree plantings will meet or exceed this requirement will be provided to the City and CalFire within the required Minimum Data Collection Attribute tables and carbon calculator (i.e. CTCC Carbon and Energy Savings Worksheet or iTree as required).

Watsonville Wetlands Watch will be responsible for all aspects of initial tree planting, care, and establishment. This will include working with the City on final tree selection, procurement of materials, and oversight of planting and establishment related maintenance and tree care. Either a resident or City, as the property owner, will maintain the long-term responsibility for care and maintenance of all planted trees.

Tree planting species lists will utilize the approved list from the grant agreement. Any changes to the approved list will be made with the approval of the California Department of Forestry and Fire Protection, per their guidelines and requirements related to carbon capture.

Task 2. Urban Forest Management Plan Development

To date, there does not exist a tree inventory, urban forest management plan, or tree preservation ordinance within the City. The City did however, complete an Urban Greening Plan, in 2012 which includes an Urban Street Tree chapter, which provided general recommendations for street tree development.

Building off of this prior work, the City and WWW will work with a consulting firm to develop the current tree inventory and canopy analysis that will focus on trees within City property and maintenance responsibility and includes trees on private property within the public realm to the extent practical. The tree inventory will include all trees located on public property such as sidewalks, streets, medians, and public parks. The inventory will include, but will not be limited to, collection of data required that corresponds to the CalFire Minimum Data Collection Attributes and will be collected within geographical subsections of the City. Data will be collected in a form compatible with ESRI GIS database requirements to facilitate the long-term management of data by the City and WWW. Following this, a tree inventory analysis will be performed, that provides information on urban forest structure (i.e. species composition, number of trees, tree density, tree health, and other characteristics), and provides information on important public health and environmental benefits, such as pollution removed, avoided run-off, public health benefits, total carbon stored, and net carbon sequestered annually. This work will help to quantify the economic, social, and environmental benefits of the tree canopy and support urban forest management needs.

In addition to the tree inventory, a tree canopy analysis will be performed to improve the understanding of the entirety of the City's trees, including those located outside of public property. This analysis will be a tree canopy coverage and distribution analysis that will provide an understanding of tree canopy coverage throughout the City and can be geographically segmented. The value of this geographic segmentation by region throughout the City is to help prioritize urban forest expansion activities. The City's Local Hazard Mitigation Plan, which is currently under development, has documented where in the City heat impacts associated with climate change will be most pronounced, based on the Trust for Public Land's Climate Smart City's tool, which uses average land surface temperature. The canopy analysis will integrate the understanding of how climate change will impact the City and how urban forest management and expansion activities can mitigate these impacts for Watsonville residents. It will also provide information on species composition, structure, and age.

Following this, an urban forest management plan will be developed that will have a lifespan of at minimum 40-50 years. This plan will ensure that the City has a clear understanding of its urban forest on public and private lands. The urban forest management plan process will include effective and Spanish/English community engagement and attitude surveys to inform the plan and forthcoming tree protection ordinance. The plan will provide the City and WWW with an effective roadmap for urban

forest management, maintenance of management activities, and quantifiable monitoring of urban forest management. The plan will include an equity analysis that helps to ensure urban forest management provides equitable benefits to Watsonville residents and will articulate a tree canopy cover goal for the City. The plan will also define the needs of a tree protection ordinance and articulate the monitoring and oversight responsibilities needed to effectively manage and maintain such an ordinance.

As a supplemental document, and in conjunction with this work, plans for 30 new urban forest expansion projects will be developed, in order to provide 'shovel-ready' projects that enable the City and partners to advance the goals of the urban forest management plan quickly after the plan is complete.

Following this, the City and WWW will develop and ensure adoption of a tree protection ordinance to be integrated into the City's municipal code. This ordinance will clearly define public and private trees and articulate the City's responsibilities with respect to each category of tree. It is expected to include evaluation of a tree protection plan for existing and new construction, a local Tree fund, and other protection measures and requirements. It will provide clear and consistent language for tree protection and management to support the monitoring and enforcement outlined within the policy.

Within the above stated description of activities, Watsonville Wetlands Watch staff will work alongside City staff to support development of the urban forest management plan, tree inventory, and draft ordinance language. Watsonville Wetlands Watch staff will serve as the lead in development of 30 new urban forest expansion projects with the support of City staff and the consulting team as needed and allowable within budgeted funds.

Task 3. Grant Administration and Reporting

Watsonville Wetlands Watch will conduct grant administration and reporting for the grant. This includes preparation of all tree related quarterly tracking reports, tracking of project progress against project deliverables, quarterly progress reports, creation of quarterly invoices, creation of quarterly match statements, and support for related correspondence with the City of Watsonville and the California Department of Forestry and Fire Protection. The City will maintain responsibility for all financial tracking for both grant expenses and project related matching expenses, and will provide this information to Watsonville Wetlands Watch in order to support the timely submission of grant reports and invoices. Following receipt of the financial expenses incurred by the City under the grant agreement, Watsonville Wetlands Watch will prepare the invoice package, backup documentation, and final reports and provide them to the City. The City will be responsible for submission of the invoice package and Watsonville Wetlands Watch will support any follow up as required by the California Department of Forestry and Fire Protection.

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:

WWW Lead	WWW Support	Task	2021	2022	2023
	x	Initiate development of an urban forest management plan, per CalFire guidelines	x		
	x	Initiate a comprehensive bi-lingual (Spanish/English) resident survey to support the urban forest management plan and ordinance development	x		
	x	Develop a comprehensive urban forest inventory/canopy analysis for the City of Watsonville	x		
x		Initiate installation of 260 trees on City streets, parks, and neighborhoods	x		
x		Host at least 20 student and community volunteer tree planting projects	x	x	x
x		Establish and neighborhood tree planting program for residents	x	x	x
x		Develop project designs and plans for at least 30 future street, neighborhood, and school tree plantings that can be implemented as shovel-ready projects following the urban forest management plan creation		x	x
	x	Establish a tree canopy cover goal for the City.		x	
	x	Complete a comprehensive bi-lingual (Spanish/English) resident survey to support the urban forest management plan and ordinance development		x	
	x	Complete development of an urban forest management plan, per CalFire guidelines		x	
	x	Develop and adopt a City of Watsonville tree preservation ordinance			x

WWW Lead	WWW Support	Task	2021	2022	2023
x		Complete installation of 260 trees on City streets, parks, and neighborhoods during 20 public and local student education and outreach events, neighborhood outreach events, and establishment of a volunteer adopt a tree program			x
x		Project and grant administration	x	x	x

All services to be completed by June 30, 2024

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$349,800.

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:

Quarterly or Biannual invoices should be submitted, according to the grant reporting requirements which may fluctuate. Watsonville Wetlands Watch and the City will mutually agree on the invoicing and reporting frequency.

Quarterly invoices and Grant Administration reports are due 15 calendar days after the last day in the preceding quarter according to the following schedule:

1/1 – 3/31, Invoice & Report Due 4/15
4/1 – 6/30, Invoice & Report Due 7/15
7/1 – 9/30, Invoice & Report Due 10/15
10/1 – 12/31, Invoice & Report Due 1/15

Alternatively, Biannual invoices and Grant Administration reports are due 15 calendar days after the last day in the preceding biannual period according to the following schedule:

4/1 – 9/30, Invoice and Report Due 10/15
10/1 – 3/31, Invoice and Report Due 4/15

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.

The following budget is derived from the approved Watsonville Community Forest Grant application:

Watsonville Community Forest Project Budget						
Budget Item	Description	Cost Basis	CAL FIRE Grant Watsonville Wetlands Watch	CAL FIRE Grant City of Watsonville	Grantee Match	Total
A. Salaries and Wages			\$ 143,800.00	\$ 20,000.00	\$ 182,371.00	\$ 346,171.00
	City of Watsonville Staff (Planning, Outreach, UFMP)	1500 hours x \$50/hour			\$ 75,000.00	\$ 75,000.00
	City of Watsonville Parks Maintenance Staff Tree Planting, Establishment	1600 hours x \$25/hour		\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
	Watsonville Wetlands Watch Support for Planning, Outreach, UFMP, Tree Planting, Establishment	5500 hours x \$30/hr	\$ 143,800.00		\$ 21,200.00	\$ 165,000.00
	Volunteer Labor for Tree Planting and Care, Engagement Activities	2100 hours x 31.51/hr			\$ 66,171.00	\$ 66,171.00
B. Employee Benefits			\$ 44,000.00	\$ 7,200.00	\$ 32,350.00	\$ 83,550.00
	City of Watsonville Staff	1200 hours x \$15/hour			\$ 18,000.00	\$ 18,000.00
	City of Watsonville Parks Maintenance Staff	2 staff @1600 hrs x \$9/hr		\$ 7,200.00	\$ 7,200.00	\$ 14,400.00
	Watsonville Wetlands Watch Support for Tree Planting, Inventory, Urban Forest Management Plan, Ordinance	5500 x 9.30/hr	\$ 44,000.00		\$ 7,150.00	\$ 51,150.00
C. Contractual			\$ 44,800.00	\$ 294,000.00	\$ 10,000.00	\$ 348,800.00
	Tree Canopy Analysis, Inventory, Outreach, UFMP, Ordinance			\$ 269,000.00	\$ 10,000.00	\$ 279,000.00
	Develop site specific project designs	30 planting plans	\$ 16,000.00			\$ 16,000.00
	Sidewalk and concrete cutting to prepare tree plantings	\$2,500 per cut-out, 10 cut-outs		\$ 25,000.00		\$ 25,000.00
	California Conservation Corps, tree planting and tree establishment	Labor calculated at \$24/hr, 1200 hours	\$ 28,800.00		\$ -	\$ 28,800.00
D. Travel				\$ -	\$ 560.00	\$ 560.00
	Mileage	1000 miles x \$0.56/mile		\$ -	\$ 560.00	\$ 560.00
E. Supplies			\$ 28,530.00	\$ 400.00	\$ 550.00	\$ 29,480.00
	Trees (260) & Replacement Trees (13)	273 #15 trees @ \$75/tree	\$ 20,475.00		\$ -	\$ -
	Tree Stakes, Ties, Mulch	273 @ \$10.00/tree, 820 @ \$0.70/tree, 120 yd @22/yard	\$ 5,944.00		\$ -	\$ 5,944.00
	Hand Tools	50 @ \$25		\$ -	\$ 550.00	\$ 550.00
	Irrigation Materials	Hoses, fittings, and hand watering materials	\$ 1,591.00		\$ -	\$ 1,591.00
	Project sign	1 sign		\$ 400.00	\$ -	\$ 400.00
	Tree tags	260 @\$2.00/tree	\$ 520.00		\$ -	\$ 520.00
F. Equipment			\$ 3,150.00	\$ -	\$ 6,000.00	\$ 6,000.00
	Tractor rental for planting preparation	7 days, \$450 per day	\$ 3,150.00	\$ -	\$ 1,500.00	\$ 3,150.00
	Water Buffalo, misc. small equipment				\$ 4,500.00	\$ 4,500.00
G. Outreach/Education			\$ 10,520.00	\$ -	\$ 1,520.00	\$ 1,520.00
	Tree care pamphlets and other Outreach/Ed materials	2000 @ \$3.00/ea.	\$ 6,220.00		\$ 1,520.00	\$ 1,520.00
	Engagement Materials Advertising	Paid advertising for community engagement	\$ 4,300.00		\$ -	\$ -

H. Other				\$ 28,600.00	\$ -	\$ 28,600.00
	Post Grant Maintenance	\$110/tree		\$ 28,600.00	\$ -	\$ 28,600.00
TOTAL DIRECT COSTS			\$ 274,800.00	\$ 350,200.00	\$ 233,351.00	\$ 858,351.00
INDIRECT COSTS		12%	\$ 75,000.00			\$ 75,000.00
TOTAL PROJECT COSTS			\$ 349,800.00	\$ 350,200.00	\$ 233,351.00	\$ 933,351.00
LESS Program Income				\$ -		\$ -
TOTAL GRANT PROPOSED COSTS			\$ 349,800.00	\$ 350,200.00	\$ 233,351.00	\$ 933,351.00
Combined CalFire Grant Cost Only			\$ 700,000.00			