



**REQUEST FOR PROPOSAL  
For  
URBAN FOREST MANAGEMENT PLAN**

**Release date: March 28, 2025**

**Proposal Deadline: 5:00 PM May 2, 2025**

**Email Questions about submission, process, or proposal to:**

**Jeff van den Eikhof, PE  
City Engineer**

**[jeff@eikhofdesigngroup.com](mailto:jeff@eikhofdesigngroup.com)**

**CITY OF GUADALUPE**  
**NOTICE OF REQUEST FOR PROPOSALS**  
**URBAN FOREST MANAGEMENT PLAN**

**NOTICE IS HEREBY GIVEN** that the City of Guadalupe is soliciting proposals from qualified consultants to create an Urban Forest Management Plan.

The project generally consists of developing an Urban Forest Management Plan, conducting tree canopy analysis, reviewing and making recommendations regarding city tree ordinances, and performing other work as specified in the Request for Proposal.

Electronic proposals will be received until 5:00 PM local time on May 2, 2025. Proposals received after the specified deadline will be rejected. Send the proposal in PDF format via email to Jeff van den Eikhof, City Engineer, at [jeff@eikhofdesigngroup.com](mailto:jeff@eikhofdesigngroup.com). The subject line must state **"UFMP Proposal"**.

The City shall review and evaluate all responsive proposals to determine which Proposer best meets the City's needs for the Project by demonstrating the competence and professional qualifications necessary to perform the required services satisfactorily. The proposal criteria are outlined in the Request for Proposals. The City may interview top-ranking proposers to make a final selection.

The City reserves the right to reject any and all proposals or waive any irregularities in any proposal of the proposal process.

The successful consulting firm will be recommended to the City Council for authorization to enter into a Professional Services Agreement to create the Urban Forest Management Plan.

**CITY OF GUADALUPE**  
**REQUEST FOR PROPOSALS**  
**URBAN FOREST MANAGEMENT PLAN**

The City of Guadalupe, California, is soliciting proposals from qualified and experienced firms interested in providing professional services to prepare a citywide Urban Forest Management Plan (UFMP).

**BACKGROUND AND PROJECT DESCRIPTION**

The City of Guadalupe ("City"), California, is an incorporated city of 8,200 residents in northern Santa Barbara County along the scenic coastal Highway 1. The City is approximately 1.4 square miles and is situated in the heart of the fertile Santa Maria Valley, an agricultural region of statewide and national importance. The City of Guadalupe, a General law city, was incorporated in 1925.

The City of Guadalupe was selected as a grant recipient for the California Department of Urban and Community Forestry Grant Program. The grant will enable the City to develop a marketing and education plan and to pursue the development of a 40-year Urban Forest Management Plan. With this grant award, the City is soliciting proposals for developing an Urban Forest Management Plan following requirements from the California Department of Forestry and Fire Protection 2021/2022 Urban and Community Forestry Program Grant Guidelines. Purchases and planting is not a component of the grant.

**SCOPE OF WORK**

Listed in Exhibit A below.

**PRELIMINARY RFP TIMETABLE**

Advertisement of RFP	Friday, March 28, 2025
Deadline for RFP Questions	Friday, April 18, 2025, by 12:00 PM
Responses to RFP Questions	Friday, April 25, 2025 by 5:00 PM
Proposals Due	Friday, May 2, 2025, by 5:00 PM
Council Approval	Tuesday, May 27, 2025
Notice to Proceed	Monday, June 2, 2025
Mandatory Consultant UFMP Completion	Friday, February 13, 2026

**RFP QUESTIONS**

Submit questions to Jeff van den Eikhof via email at [jeff@eikhofdesigngroup.com](mailto:jeff@eikhofdesigngroup.com) by **Friday, April 18, 2025, at 12:00 PM**. Include **"UFMP RFP Questions"** in the subject line of the email. Questions via phone will not be accepted. Pertinent questions and answers will be formalized and issued as an addendum to this RFP by **Friday, April 25, 2025, at 5:00 PM**.

**RFP LOCATION ON THE CITY WEBSITE**

**<http://ci.guadalupe.ca.us/document-category/bid-packages/>**

## **PROPOSAL REQUIREMENTS**

The proposal must contain no more than 10 typed pages. Resumes of key personnel and sample plan sheets are not counted toward the 10-page limit if inserted at the end of the proposal. An authorized representative of the Proposer must sign the proposal and have a statement that the proposal is valid for ninety (90) days. The following information shall be included:

1. Cover Letter – This letter should briefly describe the firm’s name, address, phone number, and authorized person to negotiate agreement terms and make binding agreements.
2. Background – Provide a history of the firm or Consultant’s urban forest service experience, specifically addressing the firm’s experience related to urban forest services such as an Urban Forest Management Plan.
3. Approach – Provide a proposal for project completion, including a timeline and strategy for completing the Urban Forest Management Plan by the required deadline.
4. References – The proposal shall include a list of recently completed projects similar in scope and function to this proposal. Describe the project, client name, and the primary contact person’s name, title, and telephone number.
5. Management and Staff – The proposal shall include an organizational chart and describe the organizational structure proposed to work on this project. Include resumes of all key personnel describing their qualifications, education, and professional certification.
6. Schedule of Fees – Submit the Schedule of Fees in a separate PDF, as indicated below. Including:
  - A Fee Schedule identifying the fee, or fee range, for each Scope of Work Objective.
  - The Fee Schedule should itemize the major components and tasks identified in the proposed methodology to meet the objectives outlined in the Scope of Work. The proposer may include additional tasks and costs but must provide a detailed description of each task.
  - A total proposed “Not to Exceed” cost of services and a fee schedule describing all charges and hourly rates for additional services not included in the scope of work should be included, along with a description of each additional service.
7. The Proposer should indicate any clauses in the City’s proposed Agreement that are unacceptable to the Proposer. The City’s proposed Professional Services Agreement is attached to the RFP.
8. Include a copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits).

## **PROPOSAL EVALUATION AND CONSULTANT SELECTION**

Evaluation of the proposals by City staff is expected to be completed within 10 days of receiving the proposals. Selection will be based on the following criteria.

<b>Criteria</b>	<b>Points</b>
Proposed Personnel – Qualification, professional experience, and skills of the firm	Maximum points 30
Ability to meet the requirements of the scope of work	Maximum points 20
Client References – Performance on similar projects based on input from references	Maximum points 20
Proposed Fee Structure / Cost of Services	Maximum points 15
Completeness of the proposal submitted and responsiveness to the RFP	Maximum points 10
Ability to comply with the City’s standard professional services agreement	Maximum points 5
<b>Maximum Points</b>	<b>100</b>

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest cost proposal submitted. The total cost will be considered, but the Proposer’s capabilities, competence, and capacity will also be considered. The City reserves the right to choose the overall best firm according to the City’s criteria. The City and its designated representative shall be the sole judge of its best interest, the proposal, and the resulting negotiated agreement. The City’s decisions will be final.

#### **PROPOSAL SUBMITTAL**

Proposals must be received by **5:00 PM (PST) on Friday, May 2, 2025**. The Consultant shall submit its proposal via email to [jeff@eikhofdesigngroup.com](mailto:jeff@eikhofdesigngroup.com), with “UFMP Proposal” in the subject line.

The RFP does not commit the City to paying any costs incurred by the bidder in submitting a bid or in conducting any necessary studies for its preparation. Proposals will be reviewed and ranked based on qualifications, references, fees, and other relevant information.

#### **SCHEDULE OF FEES/TIMELINE SUBMITTAL**

The Consultant shall submit an estimated schedule of fees/timeline for their services via a separate email by the deadline above to [jeff@eikhofdesigngroup.com](mailto:jeff@eikhofdesigngroup.com) with “UFMP Budget” in the subject line.

#### **STANDARD CITY CONSULTANT AGREEMENT**

See Exhibit B

## EXHIBIT A

### SCOPE OF WORK

To assist in completing an Urban Forestry Management Plan, the Consultant shall work with the Project Team to refine the Scope of Work and project timelines, specifying the tasks, responsibilities, schedule, deadlines, and deliverables as follows:

1. Meet with City Staff to review the scope of work, desired deliverables, and schedules, and identify the criteria for documenting and developing the City's Urban Forest Management Plan.
2. Implementation of a public engagement process with community stakeholders, citizens, businesses, schools, and other interested parties, which may involve surveys, emails, group discussions, and/or interviews. Survey data shall be analyzed and incorporated into the Final Draft Plan. Facilitate a minimum of one public meeting.
3. Conduct a canopy analysis and incorporate it into the Final Draft Plan.
4. Help staff establish the City's urban forest as an asset with financial and environmental impacts and the need to protect such an asset.
5. Provide specific recommendations to increase operational efficiencies, reduce risk and liability, and promote better communication and coordination between departments, decision-makers, and the community at large. Recommendations should be consistent with City goals and policies.
6. Establish a framework of long-term, comprehensive objectives or goals. Develop a long-range (40-year) strategic framework supported by incremental (5-year) management plans.
7. Establish a monitoring structure that will address the effectiveness of the plan, how success will be measured, and how the plan will be updated.
8. Consistent species recommendations for various planting areas.
9. Updated specifications and best practices for maintenance of trees, tree planting, sidewalk installation for street trees, parking lots, open spaces, etc.
10. An analysis of which neighborhoods are candidates for tree planting.
11. Standards for the protection and care of oaks, natives, and heritage trees.
12. Identify which trees in our inventory are street trees.
13. Provide training to City staff who will be responsible for administering the Urban Forest Management Plan.
14. Prepare a draft plan for City review and incorporate City comments in the final plan.
15. Provide the final plan in digital format and four (4) bound copies.
16. The deadline for the final completed Urban Forestry Management is Friday, February 13, 2026

Provide two public presentations, one to the Recreation and Parks Commission and one to the City Council. The final draft plan will be concise and readable to the average citizen and function as a field manual for staff. While the content will be in narrative format, the use of photographs, graphics, tables, charts, and other techniques that provide the message more concisely than extensive use of paragraphs is preferred.

**EXHIBIT B**  
**AGREEMENT FOR CONSULTANT SERVICES**  
**BETWEEN**  
**THE CITY OF GUADALUPE**  
**AND**

THIS AGREEMENT FOR CONSULTANT SERVICES (the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the CITY OF GUADALUPE, a municipal corporation (“City”) and \_\_\_\_\_ (“**Consultant**”).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 18 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of eighteen (18) months from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (Administration, ministerial, and discretionary review). City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures, unless all documents and records are turned over to the City at the conclusion of the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any



obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

- (b) The Consultant shall not obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub consultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) Indemnification and Defense for Professional Services: Pursuant to Civil Code section 2782.8, and to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

(b) For All Other Liabilities: City and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

- (1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.
- (4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: If required, Consultant shall maintain limits of insurance no less than:

- (1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.
- (4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

- (1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.
- (2) General Liability and Automobile Liability Coverages.
  - (a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(2) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

#### Section 18. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 19. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 20. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 21. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City:           City Administrator  
                      City of Guadalupe  
                      918 Obispo Street  
                      Guadalupe, CA 93434

To Consultant:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 23. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 24. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 25. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 26. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 27. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 28. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 29. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 30. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 31. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

By: \_\_\_\_\_

by: \_\_\_\_\_

Ariston D. Julian, Mayor

Title:\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip F. Sinco, City Attorney

## EXHIBIT C

### URBAN FOREST MANAGEMENT PLAN BEST PRACTICES

Failure to meet the below requirements will result in the denial of reimbursement of grant funds unless CAL FIRE provides specific written authorization to deviate from them.

- Management plans must be informed by the residents of the jurisdiction who have been authentically engaged in the plan's creation.
- Management plans must be developed based on reliable collected data, such as a tree inventory, urban forest mapping and analysis, urban forest economic analysis, etc.
- Management plans must be a long-term (40-50 years), comprehensive document, not solely a maintenance plan.
- Management plans must address the entire jurisdiction, including private property in some form (regulations, incentives, best practices, etc.).
- There shall be a provision for periodic review of any urban forest management plan.
- A management plan must be referenced in an ordinance, a general plan element, or be officially adopted by the governing body in another binding, enforceable way as approved by CAL FIRE staff.
- Any management plan must set a tree canopy cover goal for the jurisdiction. The goal must, at minimum, maintain the current tree canopy cover level.
- Management plans must address: tree maintenance (including best management practices), wildfire (if applicable), urban wood utilization, and roles of the jurisdiction's agencies. This may be done by referencing other policy documents.

CAL FIRE Recommends: Grantees should strongly consider using the following resources

- UFMP Toolkit. Provides a "how-to" approach to developing an Urban Forest Management Plan (UFMP). The toolkit will lead you through a planning process and provide helpful references and additional tools.
- The American Public Works Association guide for Urban Forest Management Plans.
- iTree. A series of urban forest analysis tools are available for free on the iTree website.
- Arbor Day Foundation's Tree City USA. All cities engaging in Management Activities Grants should consider applying for Tree City USA status. It is a free municipal recognition program that has existed since 1976. A CAL FIRE Area Urban Forester can assist you with this.