

DATE: September 17, 2020

TO: WCA Governing Board

FROM: Jane Tsong, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 12: Consideration of a resolution to award a professional survey services contract to KPFF Consulting Engineers for the Vasquez III, AIN 8684-024-035, project (RMC19006).

RECOMMENDATION: That the Watershed Conservation Authority Governing Board approve the award of a professional services contract to KPFF for a not-to-exceed amount up to \$25,000 to survey and create a legal description of the undeveloped portion of the Vasquez III Parcel (8684-024-035).

PROJECT DESCRIPTION: The project calls for a survey and creation of a legal description of the undeveloped portion of the “Vasquez III” property, a necessary step before a purchase contract can be negotiated, so that WCA may acquire this land for conservation purposes when funding becomes available for acquisition. Pre-acquisition for Vasquez III, including survey, if approved, will be funded by RMC#19006.

In January, 2020, the WCA board approved entering into “such contracts as may be necessary to complete due diligence on Vasquez III”: “Due diligence for the purchase of the Vasquez III ‘Access’ property will require a land survey and creation of a legal description for the undeveloped portion of the property, a Phase I assessment, and an appraisal. The survey is expected to cost over \$10,000 since it requires traversing steep slopes. The cost of permanently marking the boundary could double the cost. Multiple estimates will be sought before a surveyor is chosen.”

Exhibit A: Board Report, Item 15, January 16, 2020 includes this board report as well as a map of the portion of Vasquez III to be purchased for conservation.

Since January, four proposals for survey have been submitted, and are summarized in the chart below, in order of staff recommendation. The proposed scope varies slightly between proposers because surveyors were asked to suggest the best method to obtain the desired result: survey on steep terrain, and legal description. The contracted services are to commence in late August 2020.

Survey Proposals Received								
NOTE: The proposed scope varies slightly between proposers because surveyors were asked to suggest the best method to obtain the desired result (survey on steep terrain, and legal description), and to propose an appropriate scope.								
Proposer	Aerial Contour	Surrounding area	Plot easements	Coordination	Legal Description	Permanent Monumentation	TOTAL	Notes
KPFF/ Buck Rogers	1' Yes. Will groundtruth	5'	X	Meetings with client and property owner. Clients will use aerial to draw line. Surveyor will return to field to mark and monument	X	Yes	\$ 17,150-24,150 Cost pending number of monuments required	Includes location of trees >8" Direct costs not included are expected to be < \$250
Southland Civil	2' Yes.	100'	X	Client coordination up to 10 hrs for meetings. Preliminary staking (up to 28 stakes) for client review in field	X	39 monuments included in estimate	\$ 50,000	Does not include direct costs
Psomas	Method not specified		X	Unlikely to include meetings	X	Not included	\$ 36,000	
Stantec	Method not specified				X	X	\$ 43,300	Includes some direct costs

After consideration of method, responsiveness, and cost, the proposal found most beneficial to the WCA was determined to be KPFF. Buck Rogers has completed survey work for WCA's Duck Farm Park in the past.

KPFF's proposed method includes setting field control, aerial flyover to obtain topography, ground truthing, plotting easements described in existing Preliminary Title Reports, and map compilation. Aerial topography will be provided to WCA so a boundary may be negotiated with Vasquez Ranch. When a boundary is agreed upon, the surveyor will set permanent monumentation to mark the boundary, provide a legal description, and file a Record of Survey with the County. **Exhibit B: KPFF Proposal.**

The legal description will then be used to negotiate a purchase contract with Vasquez Ranch.

It should be noted that until now, WCA wanted to clarify our understanding of the City of Azusa's easement over the unpaved road before incurring the expense of a survey. In the last months, this easement has been discussed with Azusa Public Works and Azusa Light and Power. In multiple conversations, Azusa staff reiterated that they do not consider eventual public use of the land as conflicting with their easement rights.

At the same time, legal counsel (RWG) has suggested WCA remove as much ambiguity as possible regarding eventual public use by recording a modification to the City's easement that says that eventually public use of the easement (should WCA purchase the land for conservation) would not affect the City of Azusa's use of the property. This would require the following steps 1) Legal counsel to draft language, 2) Ensure Azusa Light and Power is comfortable with this language, 3) Present for approval by Azusa City Council, 4) Record the agreement with the County.

Legal counsel is currently drafting language for such a document. However, the process of negotiation and approval by City Council could take several months at the very least.

In the meantime, it would be ideal to complete field work including the setting of monumentation before the rainy season starts, so that surveyors in the field do not cause damage to conservation and agricultural land by walking on steep and wet erosion-prone slopes. Surveying the parcel is expected to require a several months to complete.

Surveying the property so a legal description can be created will enable WCA and Vasquez to begin contract negotiation. There will be many details to work out, such as fencing, and lease-back of any orchard lands on the WCA side. WCA should allow several months for contract negotiation. RMC#19006 expires in April 2021, and WCA's 18-month Option for purchase of Vasquez III will expire (unless renewed) soon after that.

BACKGROUND: In 2016 and 2020, the Watershed Conservation Authority (WCA) acquired two Vasquez parcels [AIN 8684-024-907 and 8684-024-001], approximately 80 acres of undeveloped land in the San Gabriel Mountain Foothills above the City of Azusa, for the purpose of watershed restoration, community-driven stewardship, and potential for low-impact recreation. Since the beginning of negotiation, interest was expressed by both parties for WCA to buy the undeveloped portion of Vasquez III (AIN 8684-024-035), which will enable WCA access to over 241 acres of conservation lands (Vasquez lands as well as Azusa-RMC JPA).

Access is important for maintenance and patrolling purposes. Eventual public access to the land for recreational purposes through the Vasquez III property could only be possible if the impacts are fully considered and community support favorable. Planning for such access is a longterm consideration and beyond the scope of the current project. Such planning will likely also include the consideration of trail access to this conservation land from alternative routes from the North (River Wilderness Park) or East (near the Forest Service Gateway).

FISCAL INFORMATION: A Rivers and Mountains Conservancy grant, Vasquez Property Acquisition (#19006) will provide funding for KPFF's professional services fee to conduct a survey and legal description of the undeveloped portion of the Vasquez III Parcel (8684-024-035), for a total authorized contract value not to exceed \$25,000.

DATE: January 16, 2020

TO: WCA Governing Board

FROM: Jane Tsong, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 15: Consideration of a resolution 1. to authorize the application for grant funds from the Rivers and Mountains Conservancy for acquisition; and 2. to authorize entering into negotiations for acquisition of a portion of Assessor Parcel Number 8684-024-035 in the Azusa Foothills known as Vasquez III Access Property; and 3. enter such contracts as may be necessary to complete due diligence on the proposed property. Property Owner: Vasquez Ranch, LLC. WCA Negotiators: Mark Stanley.

RECOMMENDATION: That the Watershed Conservation Authority (WCA) Governing Board 1. authorize the application for grant funds from the Rivers and Mountains Conservancy for acquisition; and 2. authorize entering into negotiations for acquisition of a portion of Assessor Parcel Number 8684-024-035 in the Azusa Foothills known as Vasquez III Access Property; and 3. enter such contracts as may be necessary to complete due diligence on the proposed property. Property Owner: Vasquez Ranch, LLC. WCA Negotiators: Mark Stanley.

PROJECT DESCRIPTION: In November, 2019, the board received a report in closed session on acquisition documents then in negotiation for Vasquez II 'Overlook' (AIN#: 8684-024-001), and authorized resolution 2019-47 to both accept a grant from Rivers and Mountains Conservancy's Prop 68 program (RMC19006) and to authorize negotiation of the acquisition of the real property by Mark Stanley, Executive Officer.

As part of the purchase of the Vasquez II 'Overlook', the Vasquez family signed an Exclusive Negotiating Agreement (ENA) allowing WCA the exclusive right to negotiate terms for the sale of a portion of the Vasquez III 'Access' property (AIN#: 8684-024-035). The ENA has a term of 18 months. The Vasquez family intends to retain the western half of the parcel that contains active avocado orchards and built structures, while allowing WCA to purchase the remaining undeveloped lands which consists primarily of steep slopes except for the unpaved spur road that connects Hilltop Drive with the Glendora Ridge Motorway.

Since WCA is a public entity, purchase of this land would be exempt from the Subdivision Map Act. A metes and bounds legal description would be enough to deed the land in question.

Due diligence for the purchase of the Vasquez III 'Access' property will require a land survey and creation of a legal description for the undeveloped portion of the property, a Phase I assessment, and an appraisal. The survey is expected to cost over \$10,000 since it requires traversing steep slopes. The cost of permanently marking the boundary could double the cost. Multiple estimates will be sought before a surveyor is chosen.

Exhibit A- Vasquez ‘Access’ parcel in WCA Territory; Exhibit B- Vasquez III ‘Access’ parcel and public conservation lands; Exhibit C- Vasquez III ‘Access’ site map; Exhibit D-Site Photos.

BACKGROUND: The acquisition of the undeveloped portion of the Vasquez III ‘Access’ parcel (AIN#: 8684-024-035) will be WCA’s third acquisition of conservation lands from Vasquez Ranch, LLC. Acquisition of the Vasquez III ‘Access’ parcel will set the stage for public access to approximately 280 acres of open space lands via the unpaved fire road, Glendora Ridge Motorway. These lands include WCA’s 40-acre Vasquez I property (AIN#: 8684-024-907, formerly 8684-024-036) acquired in 2016 from Glendora Community Conservancy, the 39- acre Vasquez II ‘Overlook’ property (AIN#: 8684-024-001) currently in escrow, and the 200-acre Azusa-RMC JPA Open Space. These open space lands were acquired to protect some of the last remaining undeveloped parcels along the foothill interface between the San Gabriel Valley and the San Gabriel Mountains National Monument for the purpose of watershed restoration, community-driven stewardship, and compatible passive recreation.

Like WCA’s previous purchase of Vasquez lands, the Vasquez III ‘Access’ property has potential to contribute to conservation and stewardship development in the San Gabriel Mountain foothills:

- Vasquez lands are included in the Glendora Ridge Biological Resource Area recommended as a city nature preserve in the City of Azusa’s Open Space Element (5-16) and General Plan (OS-1).
- Vasquez lands are called out as priority parcels for conservation in the San Gabriel Mountains and Foothills Open Space Acquisition Master Plan, funded by RMC17019.
- The Vasquez III ‘Access’ property is well positioned for stewardship building and nature programming. The property’s trail has accessible grades and traverses a variety of ecotones on the way to Vasquez II ‘Overlook’. A hike of less than a mile brings users to the scenic Art and Cheema’s landing (future locations for seating and shade structures); at the 1.5-mile mark, trail users may reach Vasquez I and Azusa-RMC JPA open space; strong hikers may continue on to Glendora’s Colby Trail and Angeles Forest locations. There is potential for a new trail connection to connect to WCA’s Azusa River Wilderness Park (71 ac), at which parking, and visitor amenities are planned.

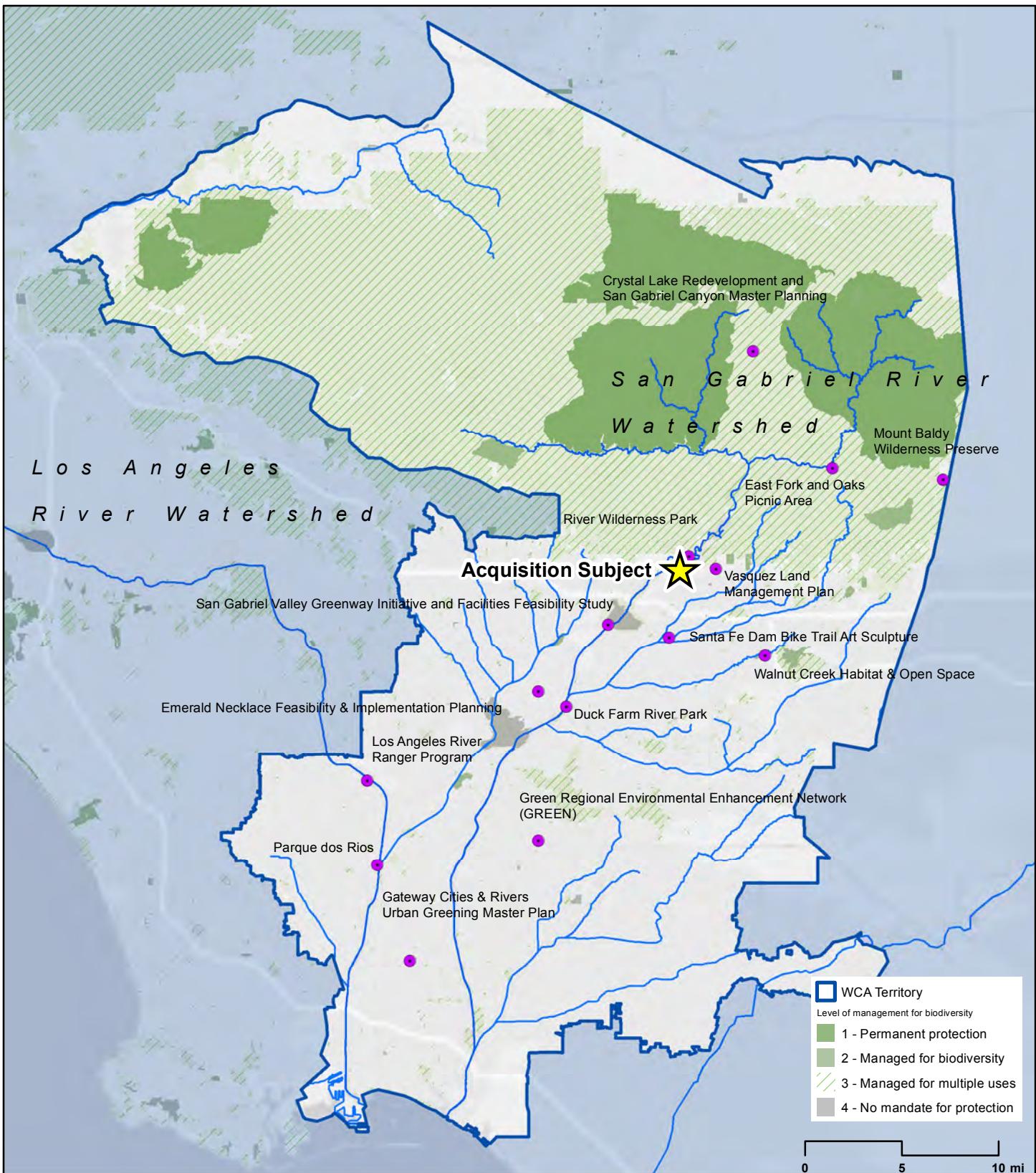
An unpaved spur road connects Hilltop Drive, to Glendora Ridge Motorway on the subject parcel. This road is used by Los Angeles County Flood Control District, Los Angeles County Fire Department, and Azusa Water and Power, but has been severely eroded and is not drivable. LA County DPW has stated that LA County Fire Department maintains the road for the purposes of fire and utility access, though not for public access. There may be recorded rights in favor of the County/City that might require consent of that party to open the road for public pedestrian use. A flood control easement also exists on the property.

Staff finds the property meets the purpose of the WCA which “is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of the flood protection, water supply, groundwater recharge and water conservation.”

FISCAL INFORMATION: Due diligence and negotiation for the purchase of the Vasquez Access property is funded by RMC19006.

WCA will apply for funds for the acquisition itself in the next round of RMC's Prop 68. Additional funding shall be secured for any potential future public access and land management considerations that arise.

Exhibit A Exhibit A



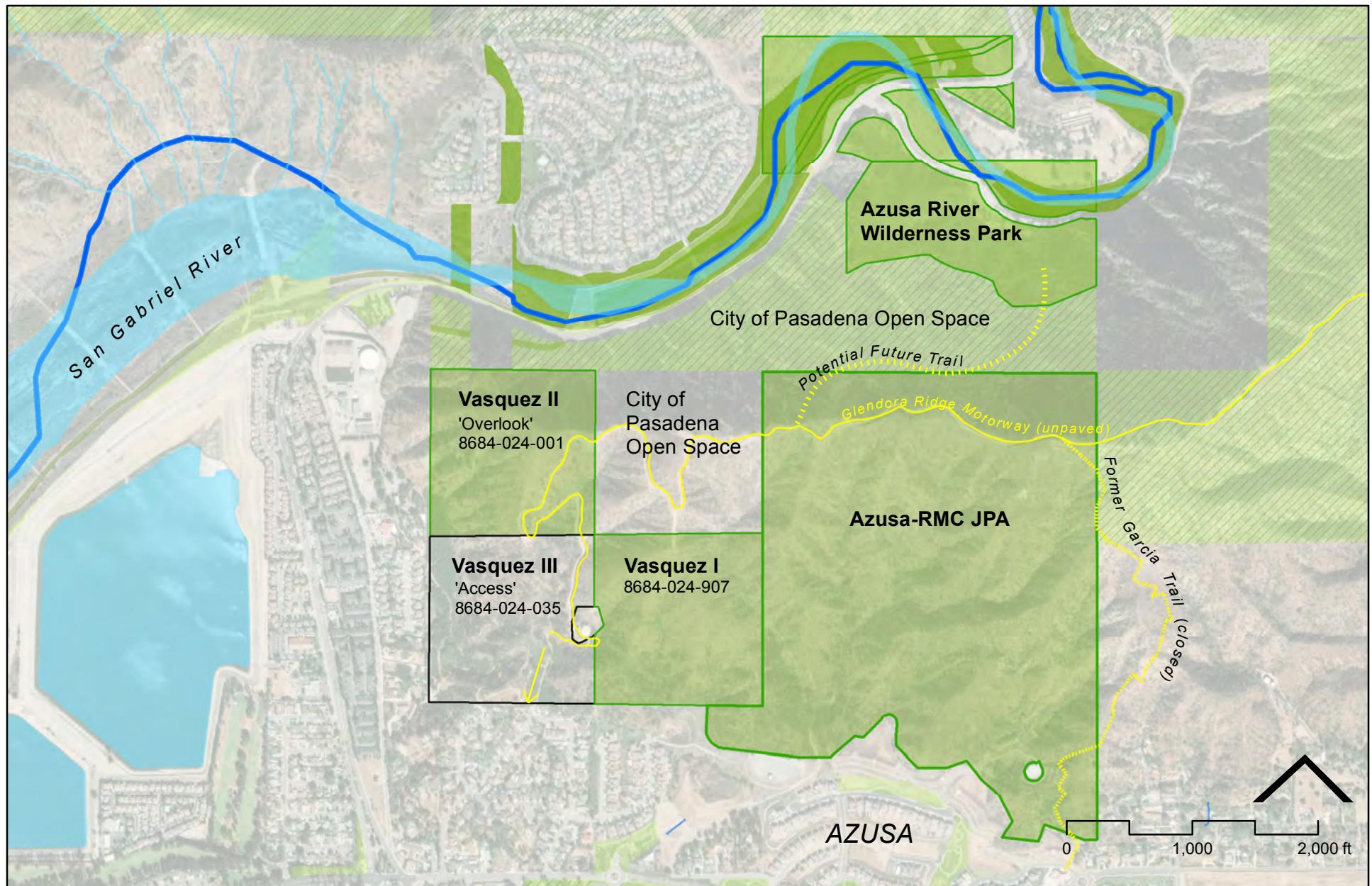
WCA Projects and Territory

The WCA is a joint powers authority (JPA) of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District whose mission is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed areas.



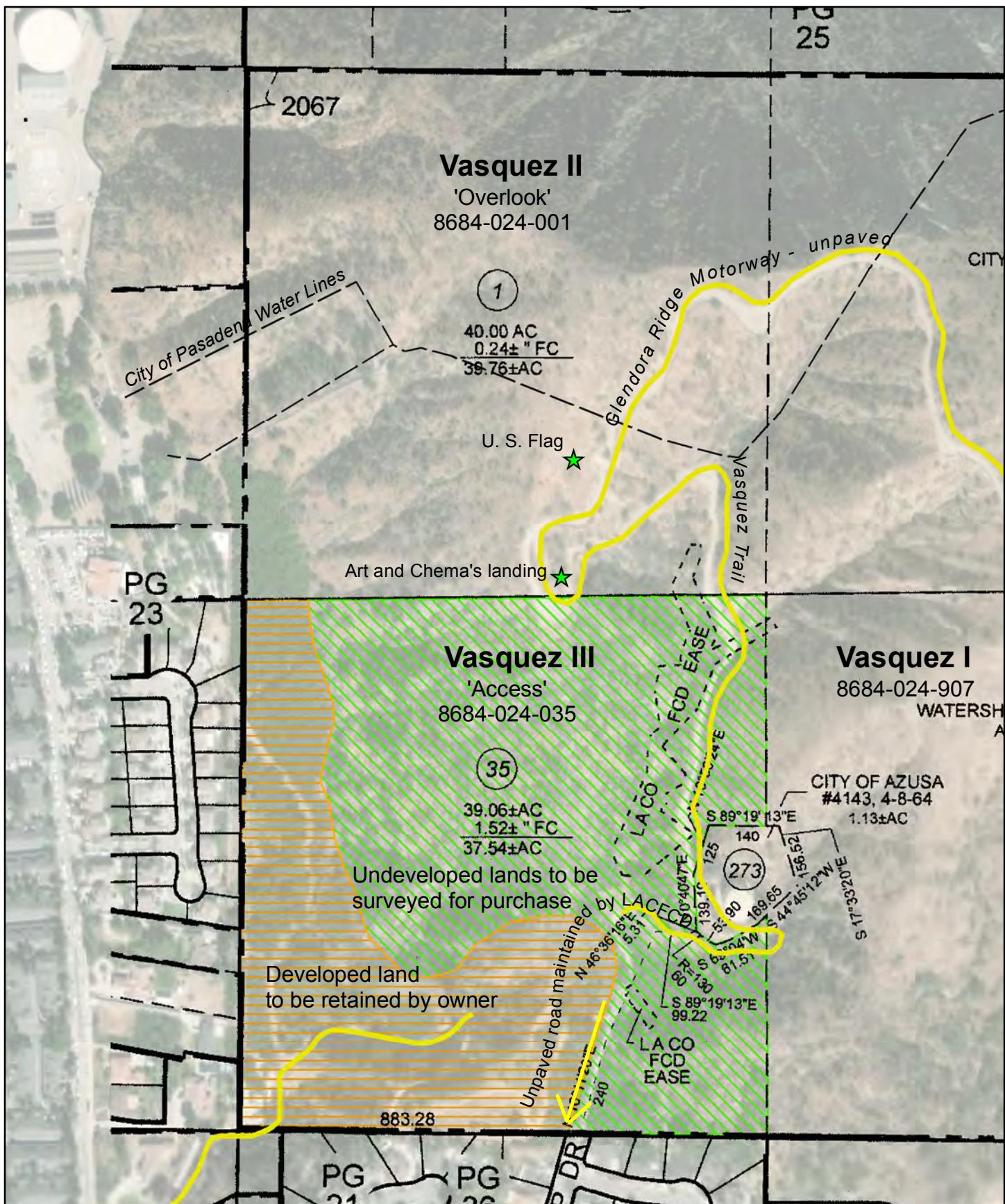
Exhibit A

Exhibit B



Azusa foothills conservation lands

Transfer of Vasquez II 'Access' into public ownership will augment a series of public land holdings in the Azusa foothills which are part of a multi-jurisdictional vision to preserve the biological and hydrological assets of foothills lands while focusing public use on areas where such use is may be the most manageable, rewarding, and sustainable.



Vasquez III

AIN#: 8684-024-035

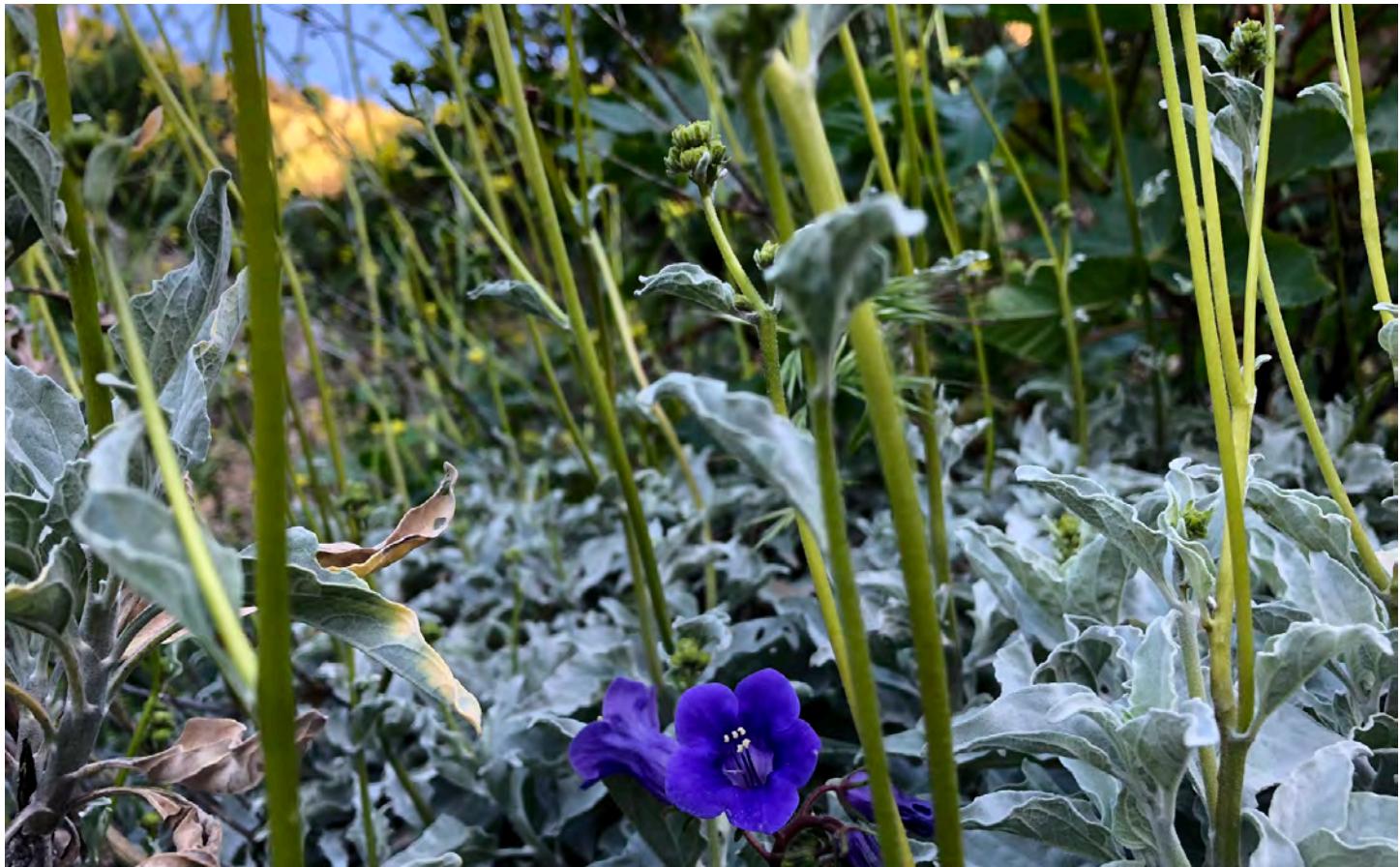


Lands to be purchased for conservation



Developed lands to be retained by Seller

91/7/2020



Vasquez III: Wildflowers, March, 2019.



Vasquez III: Los Angeles Flood Control District easement.



Vasquez III 'Access': An unpaved trail starting at the North end of Hilltop Drive is maintained by LA County Fire Department is impassable by vehicles due to erosion.



Vasquez III 'Access': The unpaved trail at the North end of Hilltop Drive traverses an organic avocado orchard. If public access occurs, a security fence would need to be installed.



January 20, 2020

Ms. Jane Tsong
Project Manager
Watershed Conservation Authority
100 Old San Gabriel Road
Azusa, CA 91702

Re: Vasquez Survey
Proposal for Surveying and Mapping Services
KPFF Job #2000052

Dear Jane:

We are pleased to submit this proposal for surveying and mapping services required for the above-referenced project. This proposal is based on our telephone conversation on January 15, 2020 and a sketch you shared with me depicting the possible creation of a new property and an area to be retained by the current owner.

PROJECT DESCRIPTION

We understand the project consists of mainly vacant land in the southwest quarter of the southwest quarter of Section 23, Township 1 North, Range 10 West, San Bernardino Meridian in Azusa, California. We further understand that the land is approximately 37.5 acres and is to be studied for division purposes.

SCOPE OF WORK

We propose the following scope of services:

- A. Design Survey:** We agree to provide a boundary and topographic survey of the property described hereinabove (see Attachment C for further clarity).
1. The boundary component of this survey will include a field boundary, noting current property lines and all easements of record as noted on a current, client-supplied title report, for the project site. Understanding the nature of the property and that a Record of Survey has not currently been filed, we are required, in the performance of this boundary survey, to prepare a Record of Survey in accordance with Business and Professions Code 8762. The County of Los Angeles currently requires an examination and filing fee of \$299 and is subject to increase.

Ms. Jane Tsong, Watershed Conservation Authority
Vasquez Survey
Proposal for Surveying and Mapping Services
KPFF Job #2000052
January 20, 2020
Page 2 of 6

2. The topographic component of this survey will be based on aerial topography together with ground edited survey and include the horizontal and vertical locations of all on site improvements as well as elevations of landscape and hardscape areas.
3. The aerial topographic mapping will capture the current status of the existing conditions and will be delivered at a scale of one inch to twenty feet and provide one-foot contours. Accuracies of plus or minus 0.262 feet can be expected as it relates to the topographical information generated from the Digital Terrain Modeling (DTM) information. Accuracies of plus or minus 0.175 feet can be expected as it relates to the DTM information itself.
4. Existing structures within five feet of the property line will be located around the property lines.
5. Trees greater than eight inches in diameter will be located. Species and dripline information are excluded from this scope.

B. Legal Description Preparation: We agree to provide legal descriptions for the purpose of conveyance of land to a public agency. Our scope will include:

1. Review California Subdivision Map Act Section 66428 [a][2] with client.
2. Attend meetings with client and current owner of the property to review the boundary and topographic survey, to determine best placement for the division line based on the desire of both parties.
3. Upon agreement of the placement of the division line, between the parties involved, and authorization to proceed by the client, consultant agrees to prepare a legal description and exhibit plat for each property created by the division.

C. Property Monuments: We agree to place boundary monuments at angle points and at the beginning and ending of curves for the agreed property boundary, to memorialize the location of the line. Upon completion of setting the boundary monuments, we are required, in the performance of setting monuments, to prepare a Record of Survey in accordance with Business and Professions Code 8762. The County of Los Angeles currently requires an examination and filing fee of \$299 and is subject to increase.

D. Project Management:

1. Consultant will attend Client/Project team meetings as required and provide Project Management throughout the process as required.
2. Attend Client/Project team meetings as required and coordinate with the Client, Client Counsel, City, County, Title Company, and Assessor's Office as necessary to see the documents through to recordation.

Ms. Jane Tsong, Watershed Conservation Authority
Vasquez Survey
Proposal for Surveying and Mapping Services
KPFF Job #2000052
January 20, 2020
Page 3 of 6

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- 1] Sufficient survey monumentation will be available at the controlling major intersections and key elements of the underlying record maps. In the event the monumentation is incomplete or deficient, then additional expanded scope may be required. Should this occur, we will discuss these findings in detail with Client, and a fee adjustment to this agreement for additional services will be required.
- 2] Client is responsible for providing a current title report together with a copy of all Record Documents listed in Schedule "B" of the reports and a copy of all documents referred to in the Record Documents.
- 3] The land referred to herein may be divided without the need of a Parcel Map per California Subdivision Map Act Section 66428 [a][2]. If for any reason it is determined that a Parcel Map is required a fee adjustment to this agreement for additional services will be required.
- 4] Revisions resulting from amended, re-issued, or supplemental title reports shall be considered as "Additional Services," and will be subject to negotiation.
- 5] All parcels will be accessible and clear of obstructions at requested time of survey [if access coordination is needed prior to survey, Client will provide needed information]. Survey will occur during normal daytime business hours.
- 6] This is a Prevailing Wage project.
- 7] Survey will be based on assumed coordinates unless directed otherwise prior to field surveying efforts.
- 8] Elevations will be tied to the nearest local benchmark. Should a benchmark of record not be within reasonable proximity to the subject site, elevations will be assumed.
- 9] Submittal and processing of the land transfer documents will be provided by others.
- 10] Changes to lot configurations after the legal descriptions have been prepared may result in additional work and cost, depending on the magnitude of the changes made.
- 11] Lot configurations will be based on the agreed boundary line to be created. KPFF Will be given a notice to proceed with the preparation of legal descriptions after the agreed location is determined.

Ms. Jane Tsong, Watershed Conservation Authority
Vasquez Survey
Proposal for Surveying and Mapping Services
KPFF Job #2000052
January 20, 2020
Page 4 of 6

FEE

We propose to accomplish the scope of work noted for the lump sum amounts below:

Aerial topographic Mapping:	\$2,500
Boundary and Topographic Survey	\$9,000
Record of Survey Mapping:	\$1,500
Prepare Legal Descriptions:	\$4,000

We propose to bill our services monthly based on a percentage completion basis.

REIMBURSABLE EXPENSES, PAYMENTS, TERMS, AND CONDITIONS

Reasonable reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and out-of-town travel are separate from our fees and will be billed at cost. Also note that reimbursable travel expenses will include personnel time involved and will be billed at an appropriate hourly rate. All other services that are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis. Please refer to Attachment A for our current hourly billing rates.

Please note that we anticipate payment of invoices within 30 days of the invoice date. A monthly service charge of 1.5 percent of the unpaid balance (18 percent true annual rate) will be added to past due accounts. KPFF reserves the right to terminate the performance of the service without waiving any claims or right against the client and without liability whatsoever if payment is past due the 30-day period.

We propose that all other terms and conditions will be as provided in the Terms and Conditions document as shown in Attachment B.

SUMMARY

Thank you for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Robert "Buck" Rogers, PLS
Associate

Accepted By:

Name

Title

Date

Attachments

Ms. Jane Tsong, Watershed Conservation Authority
Vasquez Survey
Proposal for Surveying and Mapping Services
KPFF Job #2000052
January 20, 2020
Page 5 of 6

Attachment A

KPFF CONSULTING ENGINEERS
LOS ANGELES CIVIL DIVISION
HOURLY RATE SCHEDULE

2020

PRINCIPAL-IN-CHARGE	\$250.00
SENIOR CIVIL ENGINEER	\$205.00
PROJECT MANAGER	\$185.00
PROJECT ENGINEER/PROJECT SURVEYOR.....	\$155.00
DESIGN ENGINEER/SURVEY ANALYST	\$140.00
CHIEF CAD OPERATOR	\$170.00
DRAFTER/CAD OPERATOR.....	\$140.00
ADMINISTRATIVE/SECRETARY.....	\$95.00

FIELD SURVEY – KPFF RATES

ONE-PERSON SURVEY CREW	\$175.00
TWO-PERSON SURVEY CREW	\$230.00
THREE-PERSON SURVEY CREW	\$285.00

FIELD SURVEY – PREVAILING WAGE RATES

ONE-PERSON SURVEY CREW	\$190.00
TWO-PERSON SURVEY CREW	\$300.00
THREE-PERSON SURVEY CREW	\$395.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

Ms. Jane Tsong, Watershed Conservation Authority
Vasquez Survey
Proposal for Surveying and Mapping Services
KPFF Job #2000052
January 20, 2020
Page 6 of 6

Attachment B

TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. ADDITIONAL SERVICES

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

2. LIMITATION OF LIABILITY

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. MEDIATION

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

4. DISPUTE HANDLING

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third-party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

5. SUSPENSION OF SERVICES

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days' written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

6. TERMINATION

This Agreement may be terminated by either party with seven (7) days' written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

7. OWNERSHIP OF DOCUMENTS

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

8. CONTRACT ADMINISTRATION

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

9. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third-party against KPFF or Client.

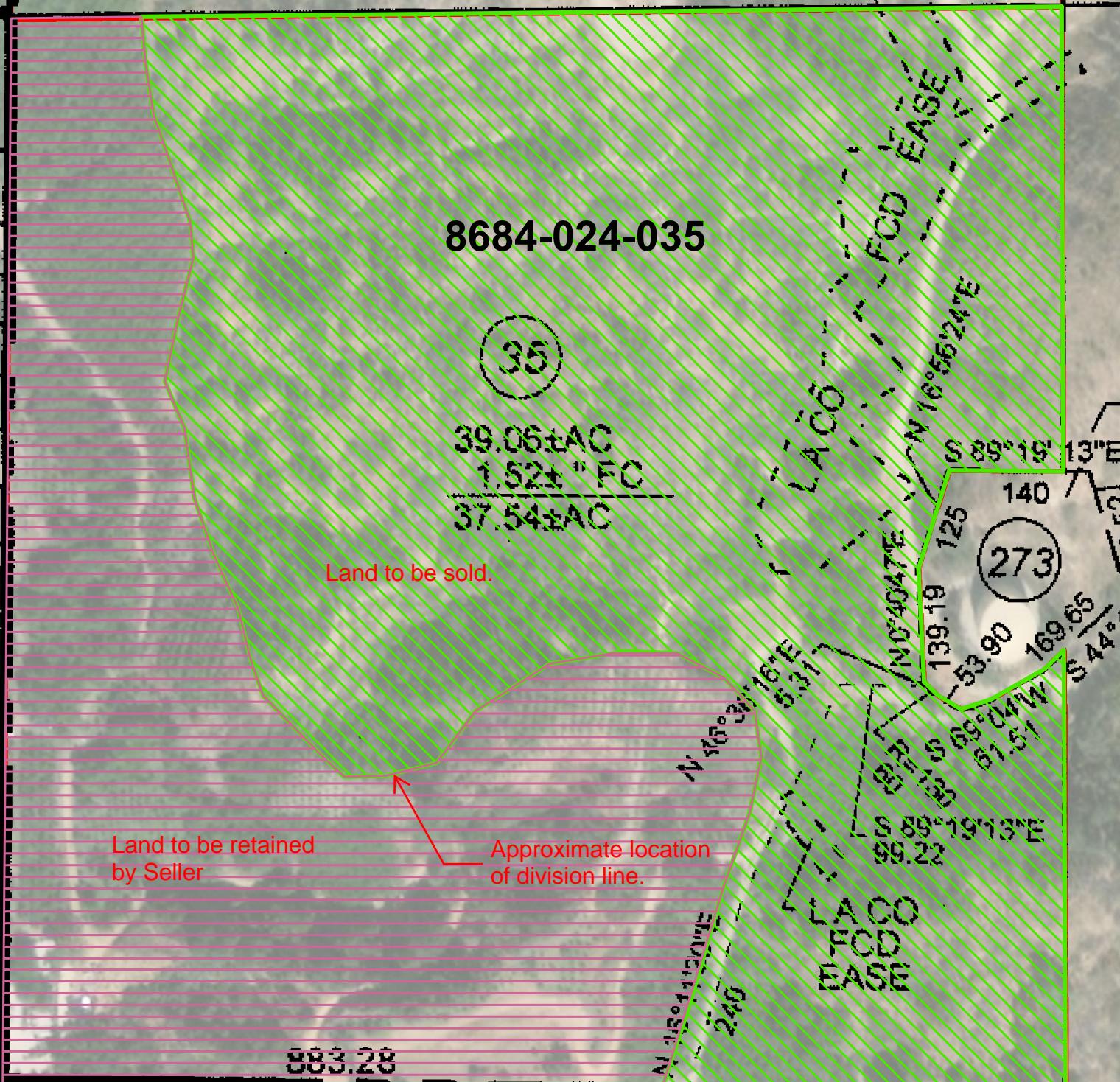
10. NO ASSIGNMENTS

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement [including but not limited to monies that are due or monies that may be due] without the prior written consent of the other party.

11. PAYMENTS

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1.5 percent) for each one month of delinquency [or the maximum allowable by law, whichever is lower].

Attachment C



PG

PG

DR

September 17, 2020 – Item 12

RESOLUTION 2020-24

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO
AWARD A PROFESSIONAL SURVEY SERVICES CONTRACT TO KPFF
CONSULTING ENGINEERS FOR THE VASQUEZ III, AIN 8684-024-035,
PROJECT (RMC19006).**

WHEREAS, the Watershed Conservation Authority (WCA) has been established to facilitate joint projects between the Rivers and Mountains Conservancy and Los Angeles County Flood Control District; and

WHEREAS, The Watershed Conservation Authority has been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action awards a professional survey services contract to KPFF Consulting Engineers to survey and create a legal description of the undeveloped portion of the Vasquez III Parcel (8684-024-035); and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. **ADOPTS** the staff report dated September 17, 2020.
4. **AWARDS** a professional survey services contract to KPFF Consulting Engineers to survey and create a legal description of the undeveloped portion of the Vasquez III Parcel (8684-024-035) for a not-to-exceed amount up to \$25,000.

~ End of Resolution ~

//

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On September 17, 2020

Herlinda Chico
Governing Board Chair

ATTEST: _____

David Edsall, Jr.
Deputy Attorney General