

MASTER AGREEMENT FOR SPECIALTY TECHNICAL SERVICES

THIS MASTER AGREEMENT FOR SPECIALTY TECHNICAL SERVICES (hereafter "Agreement") is made and entered into this xxth day of Month 20YY,

BY AND BETWEEN

Watershed Conservation Authority (WCA), a joint powers authority between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (hereinafter referred to as "WCA"

AND

Company
Address 1
Address 2
City, ST Zip
Email: xxxx
Phone: (xxx) xxx-xxxx
hereinafter referred to as "Consultant,"

RECITALS

WHEREAS, the WCA has determined that it is a matter of public convenience and necessity to engage specialty technical services of individuals or organizations with special expertise and experience to act as a Consultant to the WCA for the provision of one or more of the following: (1) web development, (2) geospatial analysis, and/or (3) written and graphic communication based on Consultant's Statement of Qualification (SOQ); and

WHEREAS, Consultant is specifically trained and possesses the skills, experience, education and competency for the provision of one or more of the following: (1) web development, (2) geospatial analysis, and/or (3) written and graphic communication services based on Consultant's SOQ; and

WHEREAS, the WCA desires to provide specialty technical services to projects within its territory requiring support services contemplated, authorized and solicited by WCA through the Request for Statement of Qualifications (RFSQ) process; and

WHEREAS, WCA solicits SOQs from prospective providers of specialty technical services in order to establish a list of pre-qualified Consultants that will have met the qualifications listed in the RFSQ and will have demonstrated relevant experience and staff capability to provide certain services contemplated and authorized by WCA under the Agreement; and

WHEREAS, the WCA desires to engage Consultant(s) for such special services upon the terms provided in this Agreement; and

WHEREAS, the WCA is authorized by The WCA Board of Directors to contract for such special services, including those contemplated herein. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1.0 ADMINISTRATION: Executive Officer, or designee, shall have the authority to administer this Agreement on behalf of WCA. Consultant shall designate in writing a primary contact who shall function as liaison with WCA regarding Consultant's performance hereunder.

2.0 APPLICABLE DOCUMENTS: Exhibits A Statement of Qualifications and Exhibit B Insurance Provision are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base agreement, and then to the exhibits according to the following priority:

1. Exhibit A – Statement of Qualifications
2. Exhibit B – Insurance Provision

3.0 SERVICES PROVIDED: Consultant shall provide services to WCA as set forth in Exhibit A Statement of Qualifications (SOQ) which is attached hereto and incorporated by reference as though fully set forth herein. In order to be eligible to provide specialty technical services, Consultant has demonstrated experience and training in its specialized field(s) and has submitted to the WCA a SOQ in response to WCA'S RFSQ for the provision of such services, and Consultant has met the qualifications listed in the RFSQ and been selected for recommendation for placement on a Master Agreement based on Consultant's SOQ. Execution of this Agreement and placement on the Master Agreement for Specialty Technical Services list does not guarantee that Consultant will be selected to provide professional services; in order to provide professional services, a provider must have been selected to provide specialty technical services pursuant to a Request for Services (RFS) and by executed amendment to this Master Agreement.

4.0 TERM OF AGREEMENT: The period of this Agreement shall commence on Month X, 20XX and shall continue in full force through Month XX, 20XX, unless otherwise amended. Additional renewal options will be at WCA Board discretion. Consultants added to this Master Agreement will have the same contract term.

4.1 Six Months Notification of Agreement Expiration: Consultant shall notify WCA when this Agreement is within six (6) months of expiration. Consultant shall send notice to those persons and addresses which are set forth in "NOTICES" section of this Agreement.

4.2 Suspension of Payments: Payments to Consultant under this Agreement shall be suspended if Executive Officer, for good cause, determines that Consultant is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Consultant, including a statement of the reason(s) for such suspension. Thereafter, Consultant may, within 15 calendar days, request reconsideration of the Executive Officer's decision. Payments shall not be withheld pending the results of the reconsideration process.

5.0 COMPENSATION:

5.1 WCA shall pay Consultant for the Services performed based on any proposal or quote received and accepted for each Request for Services (RFS) and established Scope of Work (SoW). Consultant shall perform the Services for the amount(s) listed for each SoW. WCA shall not allow any claims for additional services performed by Consultant, unless the Executive Officer, or Designee authorizes the additional services in writing prior to Consultant's performance of the additional services. Any additional services authorized by the Executive Officer, or Designee shall be compensated based on Statement of Qualifications rates or as mutually agreed to by the parties. No minimum contracted value is guaranteed.

5.2 To request payment, Consultant shall present to WCA's Project Manager monthly in arrears invoices accompanied by a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to WCA's Project Manager or designee. Payment to Consultant shall be only upon written approval of the invoice and report by WCA's Project Manager or designee and approved for payment by the Executive Officer or designee. Consultant shall submit invoices to: WCA 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 ATTN: Project Manager

5.3 Notwithstanding any other provision of this Agreement, in no event shall WCA pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder during the Initial Period. Furthermore, Consultant shall inform WCA when up to 75 percent (75%) of the Total Compensation Amount to which Consultant has been authorized has been incurred. Consultant shall send such notice to those persons and

addresses which are set forth in Clause 26: NOTICES.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Consultant shall have a claim against WCA for payment of any money or reimbursement, of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment, it shall immediately notify WCA and shall immediately repay all such funds to WCA. Payment by WCA for services rendered after expiration/termination of this Contract shall not constitute a waiver of WCA's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

5.5 Budget Reductions: In the event that the WCA's Board of Directors adopts, in any fiscal year, a WCA Budget which provides for reductions in WCA contracts, and/or a funder reduces or otherwise reduces previously approved funding the WCA reserves the right to reduce its payment obligation under this Agreement to implement such reductions during the term of this Agreement (including any extensions or budgetary increases), and the services to be provided by the Consultant under this Agreement shall also be adjusted correspondingly. The WCA's notice to the Consultant regarding a said reduction in payment obligation shall be provided within thirty (30) calendar days of such action by the Board or Funder. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Agreement.

5.6 Specialty Technical Services: The execution of Agreements issued under the Specialty Technical Services RFSQ does not guarantee a Consultant any certain amount of funding. Consultant shall not be entitled to any payment of funds by WCA under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders or Amendments completed in accordance with WCA issued Specialty Technical Services RFS that includes specific and detailed Statement(s) of Work (SoW).

6.0 REPORTING RESPONSIBILITY AND USE OF WCA RESOURCES:

6.1 WCA's Project Manager:

6.1.1 Consultant shall report to WCA's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by Consultant, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the WCA Project Manager, WCA may provide Consultant with reasonable or use of certain WCA resources, such as reasonable clerical support and WCA facilities, as determined by the WCA Project Manager, who shall be the sole judge

of the reasonableness and extent of any such use. The use or non-use of WCA resources by Consultant shall not relieve Consultant of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to WCA, and shall not affect Consultant’s status as an independent Consultant.

6.2 Consultant’s primary contact: Consultant’s primary contact shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Consultant’s resources, submission of invoices, and resolution of any questions/disputes.

7.0 WARRANTY: Consultant represents and warrants that all work, deliverables, and other services provided to WCA shall be of professional quality, will be provided as required by this Agreement, and will be free from material defects, errors, or omissions.

8.0 INDEMNIFICATION:

8.1 Mutual Indemnification: For damages, claims, liabilities, costs, suits, or expenses arising from Consultant’s lawful activities on behalf of WCA under this Agreement, WCA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses for which WCA would be liable if Consultant were an employee, and to the extent the negligent acts and/or omissions of WCA cause or contribute to any loss or damage giving rise to the claim, suit or cause of action.

Consultant agrees to indemnify, defend, and save harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, agents, attorneys and employees from and against any and all claims, suits or causes of action including liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant’s negligent, willful, or unlawful actions, operations, or services hereunder including any Workers’ Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

9.0 LIABILITY AND INSURANCE OR RESERVED

9.1 Insurance Alternatives: Two alternative Indemnification and Insurance Provisions are set forth in Exhibit B of this Agreement.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Consultant above. Such provision is hereby incorporated into this Article by reference.

10. ANTI-DISCRIMINATION

10.1 The Consultant shall abide by the following provisions found in Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, sex, or orientation, and in compliance with state and federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national, origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by WCA.

Consultant specifically recognizes and agrees that if WCA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which WCA may determine to cancel, terminate, or suspend the contract. While WCA reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or federal anti-discrimination laws shall constitute a finding by WCA that Consultant has violated the anti-discrimination provisions of the contract.

At its option, and in lieu of canceling, terminating, or suspending the contract, WCA may impose damages for any violation of the anti-discrimination provisions of this clause, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. WCA and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. INDEPENDENT CONSULTANT STATUS:

11.1 This Agreement is by and between WCA and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between WCA and Consultant.

11.2 Consultant understands and agrees that all persons furnishing services to WCA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of WCA.

11.3 Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. WCA'S QUALITY ASSURANCE PLAN

12.1 WCA, or its agent, will evaluate Consultant's performance under this Agreement on not less than a semi-annual basis. Such evaluation will include assessing Consultants' compliance with all contract terms and performance standards. Consultant deficiencies which WCA determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the WCA Board. The report will include improvement/corrective action measures taken by WCA and Consultant. If improvement does not occur consistent with the corrective action measures, WCA may terminate this Agreement or impose other penalties as specified in this Agreement.

13. ASSIGNMENT

13.1 This Agreement shall not be assigned without the prior written consent of WCA. Any attempt to assign without consent shall be void and confer no rights on any third parties.

14. FORUM SELECTION

14.1 Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any sub-consultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles, California.

15. CONFLICT OF INTEREST

15.1 No WCA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

16. PROHIBITION FROM INVOLVEMENT IN BIDDING PROCESS

16.1 Consultant understands and agrees that neither it nor its subsidiaries shall be

involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime Consultant or sub-consultant, or as a Consultant to any other prime Consultant or sub-consultant. Any such involvement by Consultant shall result in the rejection by the WCA of the bid by the prime Consultant in question.

17. GRATUITIES

17.1 It is improper for any WCA Executive Officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the contract or that Consultants' failure to provide such consideration may negatively affect WCA's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a WCA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

17.2 Consultant shall immediately report any attempt by a WCA Executive Officer, employee, or agent to solicit such improper consideration. The report shall be made to Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

18. TERMINATION FOR IMPROPER CONSIDERATION

18.1 WCA may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any WCA Executive Officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultants' performance pursuant to the Agreement. In the event of such termination, WCA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

18.2 Consultant shall immediately report any attempt by a WCA Executive Officer or employee to solicit such improper consideration. The report shall be made either to WCA manager charged with the supervision of the employee or to WCA Executive Officer or authorized representative.

18.3 Among other items, such improper consideration may take the form of cash,

discounts, service, the provision of travel or entertainment, or tangible gifts.

19. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

19.1 Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

20. REDUCTION OF SOLID WASTE

20.1 Consistent with the WCA's policy to reduce the amount of solid waste deposited in landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

21. WCA RIGHTS

21.1 The WCA may employ, either during or after performance of this contract, any right of recovery the WCA may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the WCA under this contract are in addition to any right or remedy provided by California law.

22. FAIR LABOR STANDARDS ACT

22.1 Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless WCA, its agents, Executive Officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which WCA may be found jointly or solely liable.

23. PREVAILING WAGE REQUIREMENTS

23.1 Consultant shall comply with all applicable prevailing wage requirements.

24. EMPLOYMENT ELIGIBILITY VERIFICATION

24.1 Consultant warrants that it fully complies with all federal statutes and regulations regarding employment. Consultant shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which

may be assessed against Consultant or WCA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. CONSULTANT RESPONSIBILITY AND DEBARMENT

- a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the WCA's policy to conduct business only with responsible consultants.
- b. The Consultant is hereby notified that if the WCA acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the WCA may, in addition to other remedies provided in the contract, debar the Consultant from bidding on WCA contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the WCA.
- c. The WCA may debar a Consultant if the Board finds, in its discretion, that the Consultant has done any of the following: 1) violated any term of a contract with the WCA; 2) committed any act or omission which negatively reflects on the Consultant's quality, fitness, or capacity to perform a contract with the WCA or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the WCA or any other public entity.
- d. These terms shall also apply to subconsultants of the WCA Consultant.

26. NOTICES

26.1 Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

WCA

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Attention: Mark Stanley, Executive Officer

Consultant

Company
Address 1
City, ST Zip

The address for notice may be changed by giving notice pursuant to this paragraph.

27. ENTIRE AGREEMENT

27.1 This contract constitutes the entire Agreement between WCA and Consultant and may be modified only by further written Agreement between the parties hereto.

WCA

Company (insert name)

By _____
Mark Stanley
Executive Officer

By _____
Company Contact (insert text)
Contact Title (insert text)

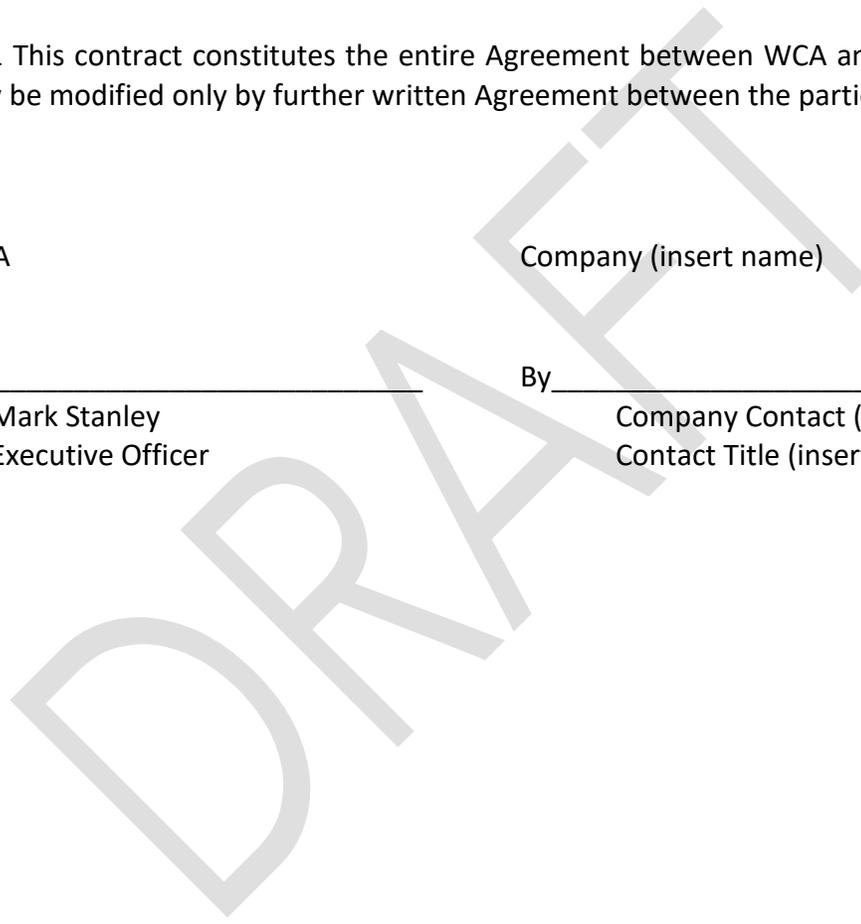


Exhibit A

Company

Statement of Qualifications
Month Date, Year

DRAFT