

**DATE:** July 15, 2021

**TO:** WCA Governing Board

**FROM:** Johnathan Perisho, Project Manager

**THROUGH:** Mark Stanley, Executive Officer

**SUBJECT:** Item 14: Consideration of a resolution to authorize the Executive Officer and/or Designee to negotiate and enter into a professional services contract for baseline in-channel dry season vegetation mapping in the Los Angeles River for the Los Angeles River Environmental Flows Study Supplemental Analysis

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**RECOMMENDATION:** That the Watershed Conservation Authority (WCA) Governing Board authorize the Executive Officer and/or designee to negotiate and enter into a professional services contract for baseline in-channel dry season vegetation mapping in the Los Angeles River for the Los Angeles River Environmental Flows Study Supplemental Analysis in an amount not to exceed \$20,000.

**PROJECT DESCRIPTION:** The mapping will contribute important baseline data on in-channel ecology in the Los Angeles River that may inform the regulation of minimum flows from upstream water reclamation plants. The contract period will be July 22, 2021 to January 31, 2022.

A Request for Proposals (RFP) was issued by WCA on June 25, 2021 (Exhibit A: RFP). The RFP was emailed to a list of potential applicants including biologists, ecologists, and others engaged in urban ecology and watershed health. Notices have also been posted on the WCA and RMC websites and Facebook pages, and through the RMC newsletter.

The RFP scope includes these requirements:

1. Review of key Flows Study Documents produced by Southern California Coastal Water Research Project (SCCWRP):
  - Process and Decision Support Tools for Establishing Flow Recommendations to Support Aquatic Life and Recreational Beneficial Uses of the Los Angeles River
  - Assessment of Aquatic Life Use Needs for the LA River
2. Map baseline in-channel vegetation, wildlife habitat, and ecological factors that would be affected by flow reduction and that can inform the SCCWRP Flow Study model and determination of flow management targets by State Water Board.
  - Proposers to recommend key data to be collected.
  - Proposers to recommend methods for collection of this key data within the time frame (dry season, 2021).

- It is expected that the most productive mapping would take place during the dry season. However, proposers are asked to determine an optimal schedule and explain why that schedule will yield the desired results.
  - The primary focus of this RFP is in-channel vegetation mapping. However, proposers may propose to include mapping of elements outside the channel that affect specific elements of in-channel ecology (i.e. wildlife that travel between in-stream and out of channel habitats). Any such observations of out-of-channel elements are to clarify understanding of ecologies that are sustained by current base flows.
  - Proposer may map areas that will yield the most information that is relevant to understanding ecologies supported by current base flows. However, the main focus of data collection should be Sepulveda Basin to Willow Street, because this is the portion of the river understood to be most impacted by reduction of base flows from upstream Wastewater Reclamation Plants.
3. Produce a report that includes review of Flow Study documents, description of mapping methods, results, discussion on how findings may inform future management decisions regarding base flow management targets, discussion on how to define goals for in-channel habitat enhancements, and discussion of potential for habitat enhancements in Compton Creek and Rio Hondo in the Lower Los Angeles River to affect or be affected by flow levels and in-channel habitat in the mainstem of the Los Angeles River

Applicants may propose whether they will survey the entire river, or only select reaches. However, if the applicant proposes to cover only select portions, they are to specifically describe locations to be surveyed, and cover habitat in the Lower Los Angeles River from the Estuary (Mile 0) to Vernon (Mile 19), as well as Upper Los Angeles River (North of Vernon) to the headwaters at Canoga Park (Mile 51). At least some portions of Compton Creek and the Rio Hondo are to be treated in the WCA-managed contract, because these tributaries to the LA River are an understudied part of the LA River system.

The selected consultant will establish methods to elucidate biological processes occurring under current conditions, demonstrate prior experience working with urban ecosystems and processes, demonstrate interest in identifying opportunities for in-channel habitat restoration, demonstrate capacity to complete the work within the requested time frame, and will frame the work to inform future management decisions regarding minimum flow levels in the Los Angeles River.

Criteria for evaluating the proposal of highest benefit to the WCA are:

***General Quality and Responsiveness of the Proposal:***

(10 pts) Recognition of overall concepts and objectives

(10 pts) Responsiveness to RFP requirements

(25 pts) Work plan and technical approach for all requested services

(25 pts) Ability of proposed plan to contribute knowledge of baseline conditions in the LAR

***Qualifications and Experience:***

(10 pts) Project Manager responsible for the delivery of services

- (10 pts) Qualifications of personnel assigned to the project
- (10 pts) Firm's experience with similar projects

The deadline for proposals to be received is 6 pm, July 19, 2021. The proposals will be juried by WCA and MRCA staff. Final selection will be based on the identification of the best qualified consultant or consultants providing highest benefit to the WCA and MRCA for the requested services.

**BACKGROUND:** The flow of Los Angeles River comes from a variety of sources, including stormwater and urban runoff, however, the majority of dry-season flow originates as the discharge of upstream wastewater treatment plants. Currently, demand by upstream communities for recycled water may dramatically reduce the amount of treated water that is released back into the river channel, leaving very little water in the river channel during dry season.

To understand the impact of reduced instream flow on current uses of the river, whether by humans, or by ecological communities, the State Water Board and Southern California Coastal Water Research Project (SCCWRP) conducted the Los Angeles River Environmental Flows Study ('Flows Study'). Los Angeles River Environmental Flows Study developed a process for establishing minimum flow criteria to maintain existing beneficial uses in the Los Angeles River, including recreation, and plant and wildlife habitat. The study developed tools for evaluating management scenarios for potential impacts to such beneficial uses.

On March 21, 2019, the WCA Board approved the application to and acceptance of an RMC grant to fund a Supplemental Analysis to support the Flows Study in quantifying potential impacts to current and future beneficial uses in the Lower Los Angeles River. The Supplemental Analysis scope is coordinated with Mountains Recreation and Conservation Authority (MRCA), whose parallel work along the Upper Los Angeles River is funded under a separate grant from the Santa Monica Mountains Conservancy.

The RMC grant funds WCA's participation in the Stakeholder group and these key tasks:

- Expands SCCWRP's modelling to include prediction of changes to water quality parameters caused by reduction in upstream treatment discharge
- Addition of Rio Hondo and Compton Creek to the SCCWRP model
- Third-party review of the State Water Board-funded Flows Study
- Outreach in Lower Los Angeles River communities

A robust analysis of current beneficial uses of the river depends on having adequate baseline data. Through the course of the technical study, specific data gaps identified by SCCWRP include data on water temperature, human uses, vegetation structure, and communities.

Through conversations with SCCWRP and RMC, a scope for third party review was conceived of that would combine data collection to support the study (and future planning in the LLAR); with review of the State Water Board Flows Study.

The current requested services are part of the scope of a Supplemental Analysis coordinated by WCA and MRCA to support the Flows Study in quantifying current beneficial uses in the Lower and Upper Los Angeles River. Mapping along the Lower Los Angeles River (Mile 0 to Mile 19) will be contracted by WCA under a grant from the Rivers and Mountains Conservancy. The MRCA intends to award a complimentary contract for the portions of this scope conducted by the selected consultant in the Upper Los Angeles

River (Mile 19 to Mile 51), which will be funded under a separate grant from the Santa Monica Mountains Conservancy.

**FISCAL INFORMATION:** The \$20,000 will be funded by the Rivers and Mountains Conservancy grant RMC18013. The requested services will take place from July 22, 2021 through January 31, 2022.

**REQUEST FOR PROPOSALS**  
**FOR BASELINE DRY SEASON IN-CHANNEL VEGETATION MAPPING IN**  
**THE LOS ANGELES RIVER**  
**LOS ANGELES RIVER ENVIRONMENTAL FLOWS STUDY SUPPLEMENTAL ANALYSIS**

Watershed Conservation Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702

### **1. Introduction**

The Watershed Conservation Authority (WCA) is requesting proposals from qualified firms to provide baseline dry season in-channel vegetation mapping in the Los Angeles River as part of the Los Angeles River Environmental Flows Study Supplemental Analysis.

The mapping will contribute important baseline data on in-channel ecology in the Los Angeles River that may inform the regulation of minimum flows from upstream water reclamation plants.

Mapping should cover both the Upper and Lower Los Angeles Rivers using a consistent methodology. Budgets should not exceed \$20,000 for the Lower Los Angeles River and \$30,000 for the Upper Los Angeles River. These contracts are anticipated to be managed by WCA and Mountains Recreation and Conservation Authority (MRCA) respectively. The contract period will be July 22, 2021 to January 31, 2022.

The WCA is a Joint Powers Authority (JPA) of 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 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 flood protection, water supply, ground water recharge, and water conservation. The objective of this solicitation is to select an entity that is best qualified to provide the requested services.

The Mountains Recreation and Conservation Authority (MRCA) is a partnership between the Santa Monica Mountains Conservancy, which is a state agency established by the Legislature, and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District both of which are local park agencies established by the vote of the people in those communities.

### **2. Instructions to Proposers**

**Submittals must be received by WCA by 6:00 pm, July 19, 2021.**

**Submit digital copy of proposal to [jtsong@wca.ca.gov](mailto:jtsong@wca.ca.gov) with the subject line: Flows Study Bio RFP**

**Questions regarding this RFP shall be made in writing to [jperisho@wca.ca.gov](mailto:jperisho@wca.ca.gov) no later than 6:00 pm, July 7** with the subject line: Flows Study Bio RFP. The WCA's responses to question and requests for clarifications will be shared with other potential proposers through the WCA website at <https://www.wca.ca.gov/contracts>.

It is recommended that potential proposers inform WCA of their intention or interest in responding to this RFP. Such notification will allow for any supplemental information regarding this solicitation to be provided, including addenda and responses to questions.

### **3. Background and Overview**

The flow of Los Angeles River comes from a variety of sources, including stormwater and urban runoff, however, the majority of its dry-season flow originates as the discharge of upstream wastewater treatment plants. Demand by upstream communities for recycled water may reduce the amount of treated water that is released back into the river channel in the future, leaving very little water in the river channel during dry season.

To understand the potential impact of reduced instream flows on current beneficial uses of the river, whether by humans or by ecological communities, the State Water Board and Southern California Coastal Water Research Project (SCCWRP) conducted the Los Angeles River Environmental Flows Study ('Flows Study'). The Flows Study developed a process for establishing minimum flow criteria to maintain existing beneficial uses in the Los Angeles River, including recreation, and plant and wildlife habitat. The study developed tools for evaluating management scenarios for their potential impacts to such beneficial uses.

The study's aquatic life beneficial uses analysis used available data on the life history needs of selected focal species to create ecological response curves. These curves may be used to identify flow ranges likely to support each focal species for different life stages at different habitat locations in the river. The aquatic life beneficial uses analysis also characterizes some focal species that could potentially occur in the future based on a comparison to similar southern California watersheds, to allow evaluation of proposed management actions that may influence flow conditions that could potentially support such species in the future.

The current requested services are part of the scope of a Supplemental Analysis coordinated by WCA and MRCA to support the Flows Study in quantifying current beneficial uses in the Lower and Upper Los Angeles River. Mapping along the Lower Los Angeles River (Mile 0 to Mile 19) will be contracted by WCA under a grant from the Rivers and Mountains Conservancy. The MRCA intends to award a complimentary contract for the portions of this scope conducted by the selected consultant in the Upper Los Angeles River (Mile 19 to Mile 51), which will be funded under a separate grant from the Santa Monica Mountains Conservancy.

The requested work will address a specific data gap identified by SCCWRP: in channel vegetation structure and communities. Proposers should suggest the key data to be collected, and a method for collection of this key data within the time frame (dry season, 2021).

The selected consultant will establish a methodology to elucidate biological processes occurring under current conditions, demonstrate prior experience working with urban ecosystems and processes,

demonstrate interest in identifying opportunities for in-channel habitat restoration, demonstrate capacity to complete the work within the requested time frame, and will frame the work to inform future management decisions regarding minimum flow levels in the Los Angeles River.

Applicants may propose whether they will survey the entire river, or only select reaches. However, if the applicant proposes to cover only select portions, they should specifically describe the locations to be surveyed, and should cover habitat in the Lower Los Angeles River from the Estuary (Mile 0) to Vernon (Mile 19), as well as Upper Los Angeles River (North of Vernon) to the headwaters at Canoga Park (Mile 51). At least some portions of Compton Creek and the Rio Hondo should also be treated in the study because, these tributaries to the LA River are an understudied part of the LA River system.

#### **4. Proposals**

- 4.1 Proposers are requested to submit proposals as identified in Section 2, for services described in Section 5, and in a format consistent with Section 9 of this RFP.
- 4.2 This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the WCA reserves the unqualified right to reject any or all proposals for any reason. WCA is responsible only for that which is expressly stated in this RFP.
- 4.3 WCA shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposals prepared and/or submitted in response to this request. Responses to this RFP shall be made according to the specifications and instructions contained herein.
- 4.4 WCA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda shall be posted on the website and emailed to proposers that have identified themselves as interested in submitting a proposal.
- 4.5 WCA, at its sole discretion, may determine that a time extension is required for submittal of proposals, in which case an addendum shall indicate the new proposal submittal date.
- 4.6 Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.
- 4.7 Any and all parts of the submitted proposal may become part of any resultant contract between the selected Consultant and the WCA.

- 4.8 WCA will select successful Proposer(s) based on the identification of the highest benefit to the WCA and its partners in providing the requested services, regardless of race, creed, color, gender, or sexual orientation. This determination will be established on a combination of experience and qualification, quality and quantity of proposed services, and associated cost.
- 4.9 The successful Proposer is also referred to as the Consultant in this document.
- 4.10 All services to be provided by the Consultant through contracted work, and all materials, documents, reports, and other information of all types shall be the sole and exclusive property of the WCA, a public agency, and are intended for public use. Public documents and products lose their status as privileged and proprietary and may not be used for proprietary development of profit.

## **5. Scope of Services Requested**

Consultant will complete the following tasks:

- 1) Review Flows Study Documents:
  - a. Process and Decision Support Tools for Establishing Flow Recommendations to Support Aquatic Life and Recreational Beneficial Uses of the Los Angeles River (this report) [https://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/1196\\_LARiverFlowEvaluations.pdf](https://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/1196_LARiverFlowEvaluations.pdf)
  - b. Assessment of Aquatic Life use Needs for the LA River [https://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/1154\\_LARiverAquaticLifeUses.pdf](https://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/1154_LARiverAquaticLifeUses.pdf)
- 2) Map baseline in-channel vegetation, wildlife habitat, and ecological factors that would be affected by flow reduction and that can inform the Flow Study model and determination of flow management targets by State Water Board.
  - It is expected that the most productive mapping would take place during the dry season. However, proposers should determine an optimal schedule and explain why that schedule was chosen.
  - The primary focus of this RFP is in-channel vegetation mapping. However, proposers may propose to include mapping of or notations on elements outside the channel that affect specific elements of in-channel ecology (i.e. wildlife that travel between in-stream and out of channel habitats). Any such observations of out-of-channel elements should clarify our understanding of ecologies that are sustained by current base flows.
  - Proposer may choose mapping areas that will yield the most information that is relevant to understanding ecologies supported by current base flows. However, the main focus of data collection should be Sepulveda Basin to Willow Street, because this is the portion of the river that will be directly impacted by reduction of base flows from upstream Wastewater Reclamation Plants.

- 3) Produce a report that includes:
  - a. Review of Flows Study Documents
  - b. Description of mapping methodology
  - c. Results of mapping
  - d. Discussion on how findings may inform future management decisions regarding base flow management targets
  - e. Discussion on how to define goals for in channel habitat enhancements in the Los Angeles River
  - f. Discussion of potential for habitat enhancements in Compton Creek and Rio Hondo in the Lower Los Angeles River to affect or be affected by flow levels and in-channel habitat in the mainstem of the Los Angeles River
  - g. Discussion of potential for habitat enhancements in Glendale Narrows in the Upper Los Angeles River, to affect or be affected by flow levels and in-channel habitat in the mainstem of the Los Angeles River
  
- 4) Data collected, shapefiles, and maps produced for this scope will be submitted to WCA in their original form for possible use in future studies.
  
- 5) Proposers may suggest optional tasks that support the goals of this project, which may be considered if additional funds become available.

## **6. Feasibility**

The Consultant will be responsible for determining the feasibility and cost of implementing the requested scope of services.

## **7. Schedule**

- 7.1 After successful negotiations, award of contract, and contract execution, a Notice to Proceed will be issued for scope of services as required in this RFP.
- 7.2 Performance period will be between July 22, 2021 and January 31, 2022. Monthly progress check-in with WCA project manager will be scheduled.

## **8. Compensation**

The consultant shall be compensated based on hourly labor fees and direct costs for materials and travel based on a not-to-exceed contract amount. Payments for the work accomplished shall be made upon verification and acceptance of such work by the Executive Officer or his designee.

Mileage for travel and material costs required to complete the Scope of Work shall be budgeted within the proposal work plan, and shall be incorporated into the not-to-exceed contract amount. WCA will reimburse the Consultant for mileage at its customary rate. Reimbursable travel beyond budget

amounts shall require advance approval from the WCA project manager. Per diem expenses are not reimbursable.

## **9. Proposal Contents**

**Cover Letter:** maximum two-page letter including the name and address of the organization submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to make representations for the organization. Additionally, the cover letter should describe the proposer's current workload and capacity/commitment to complete the requested scope of services in accordance with project schedules indicated by the proposed work plan.

**Work Plan:** Provide a Work Plan for all services as outlined in Section 5 for this RFP. The typical Work Plan shall indicate activities in support of the services requested, including reviews and participation of sub-consultants.

Describe technical approach to providing requested services and project deliverables.

Describe areas that will be mapped, and why those areas were chosen.

**Task list and Timeline:** Task list and timeline for completion.

**Budget:** Budget organized by task.

Due to the separate contracts for Lower and Upper Los Angeles River reaches that are anticipated, please provide separate cost breakdowns for tasks in the Lower (Miles 0-19) and Upper (Miles 19-51) Los Angeles River reaches. For example, discussion of potential for habitat enhancements should treat Lower Los Angeles River reach locations (Compton Creek and Rio Hondo) as a separate line item than Upper Los Angeles River locations (Glendale Narrows).

**Portfolio Cut Sheets, Project References, and Project Team Profiles/Resumes:** Include identification of principal staff members including major sub-consultants. Provide excerpts from project reports which demonstrate knowledge of and experience with the proposed scope: effluent-fed waterways, urban ecology, vegetation and habitat mapping. Provide information on key individuals providing the offered services including relevant experience, education, past experience, and projects.

## **10. Evaluation Criteria**

Proposals that are determined to be responsive to the services requested shall be evaluated based on the following criteria:

***General Quality and Responsiveness of the Proposal:***

(10 pts) Recognition of overall concepts and objectives

(10 pts) Responsiveness to RFP requirements

(25 pts) Work plan and technical approach for all requested services

(25 pts) Ability of proposed plan to contribute knowledge of baseline conditions in the LAR

***Qualifications and Experience:***

(10 pts) Project Manager responsible for the delivery of services

(10 pts) Qualifications of personnel assigned to the project

(10 pts) Firm's experience with similar projects

**11. Evaluation Process**

Final selection will be based on the identification of the best qualified consultant providing highest benefit to the WCA and MRCA for the requested services.

**12. Exhibits**

- A. Excerpted Figures from the Los Angeles River Environmental Flows Study ('Flows Study') funded by the State Water Board and Southern California Coastal Water Research Project (SCCWRP).
  
- B. Sample WCA Consultant Contract

Exhibit A

Selected figures from the Los Angeles River Environmental Flows Study funded by the State Water Board and conducted by Southern California Coastal Water Research Project (SCCWRP).

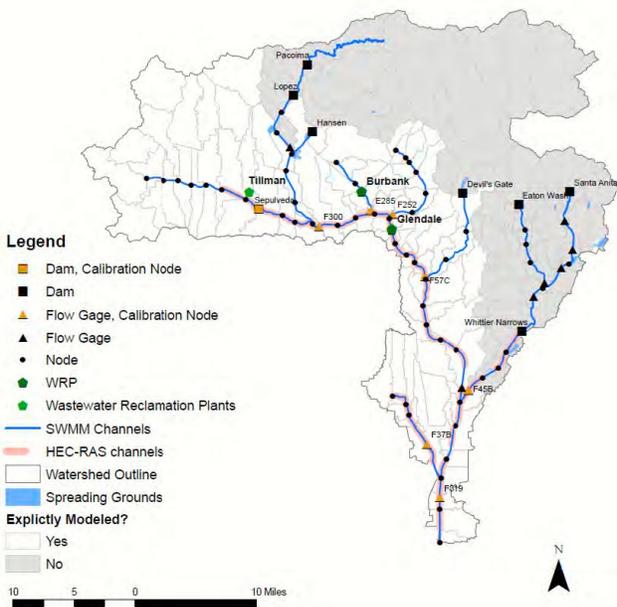


Table 11. Biological data sources.

SPECIES	
Center for Biological Diversity	
California Natural Diversity Database (CNDDDB)	
Nature Conservancy/Aquarius/Nature Serve	
USFWS – threatened and endangered species	
eBird	
Global Diversity Information Facility (GBIF)	
HerpNET – Natural History Museums	
iNaturalist	
CDFW Wildlife Action Plan	
Various species survey reports	
HABITATS	
Significant ecological areas	
National wetlands inventory	
California Native Plant Society	
CalVeg	

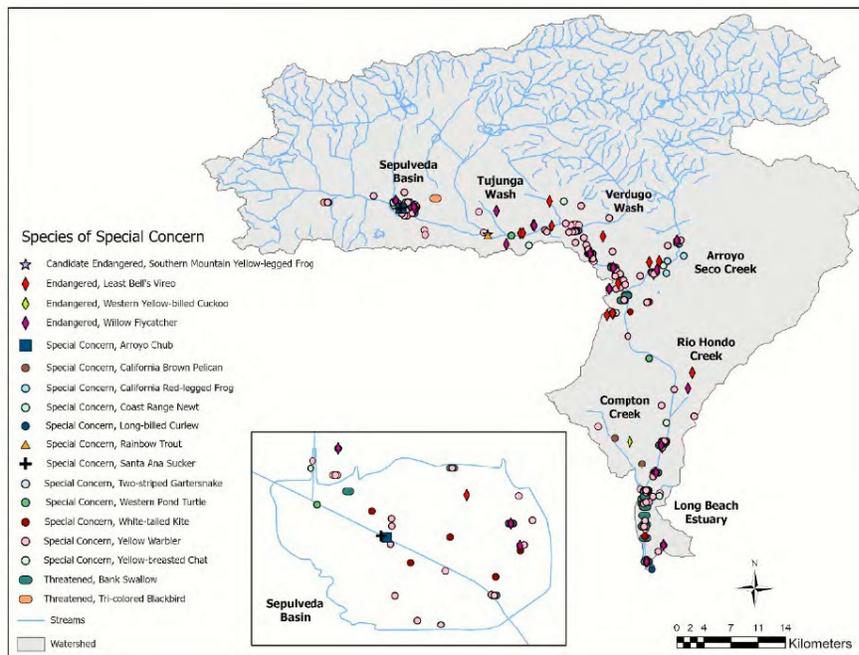


Figure 33. Species observations along the mainstem of the LA River and tributaries included in this study.

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, 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

AND

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

WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide **[DESCRIPTION]**.

Consultant is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"WCA" means the joint power authority between the Rivers and Mountains Conservancy (RMC), and the Los Angeles County Flood Control District.

2. Consultant's Services

The scope of work shall be as outlined above and in the attached Exhibit A dated, **Month Date, Year**.

### 3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to WCA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the Watershed Conservation Authority (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Consultant a maximum not to exceed fee of XXXX Dollars (\$XXXXX). Services will be rendered beginning Month Date, Year and end by Month Date, Year.

WCA shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by the Executive Officer or authorized representative. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Executive Officer or authorized representative.
- b. Supplemental Consultant Services may be required at WCA's discretion, upon prior written authorization by Executive Officer or authorized representative, and will be based on Consultant's fee schedule on file with Executive Officer or authorized representative.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, WCA shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to WCA employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange WCA, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the contract period which coincides with that fiscal year.
- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause WCA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.

- e. Consultant will not be required to perform services which will exceed the contract amount, scope of work, and contract dates without amendment to this Agreement.
- f. Consultant will not be paid for any expenditure beyond the contract amount stipulated without a written amendment to this Agreement.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. WCA's Responsibility

WCA will make available any items specified in the Request for Proposals.

6. WCA's Representative

Executive Officer, or his authorized representative, shall represent WCA in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Terms and Termination

The term of this Agreement shall commence on the date stipulated on Page 1 of this agreement, through **Month Date, Year** and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. The Parties may cancel or terminate this Agreement for any lawful reason, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to the other Party.

Consultant shall be paid the reasonable value of services rendered. In the event of any such termination by WCA, Consultant shall provide to WCA a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by WCA.

8. 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 arising from, or connected with, the negligent or willful acts and/or omissions of WCA.

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. Liability & Insurance OR Reserved [No Text]

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

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, or sex, 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 paragraph, 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

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.

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.

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

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

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

14. Forum Selection

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 subconsultant, 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

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

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 subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the WCA of the bid by the prime Consultant in question.

17. Gratuities

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.

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

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.

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.

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

Consultant shall notify its employees, and shall require each subconsultant 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

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

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

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

Consultant shall comply with all applicable prevailing wage requirements.

24. Employment Eligibility Verification

Consultant warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. 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. No Payment for Services Provided Following Expiration and/or Termination of Agreement

Consultant shall have no claim against WCA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. 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 Agreement shall not constitute a waiver of WCAs' right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

27. Notices

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

Consultant

Company  
Address 1  
City, ST Zip

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

28. Entire Agreement

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

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Company Contact  
Contact Title

**Exhibit A**

**Company**

Scope of Work

**Month Date, Year**

(1 page)

July 15, 2021 - Item 14

**RESOLUTION 2021-17**

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO AUTHORIZE THE EXECUTIVE OFFICER AND/OR DESIGNEE TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT FOR BASELINE IN-CHANNEL DRY SEASON VEGETATION MAPPING IN THE LOS ANGELES RIVER FOR THE LOS ANGELES RIVER ENVIRONMENTAL FLOWS STUDY SUPPLEMENTAL ANALYSIS.**

**WHEREAS**, the Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

**WHEREAS**, the Watershed Conservation Authority (WCA) has further 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 will authorize the Executive Officer to negotiate and enter into a professional services contract for the Los Angeles River Environmental Flows Study Supplemental Analysis; and

**WHEREAS**, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

*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 (CEQA).
3. **ADOPTS** the staff report dated July 15, 2021.
4. **AUTHORIZES** the Executive Officer to negotiate and enter into a professional services contract for the Los Angeles River Environmental Flows Study Supplemental Analysis in an amount not to exceed \$20,000.

*~ End of Resolution ~*

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Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_

Passed and Adopted by the Board of the  
**WATERSHED CONSERVATION AUTHORITY**  
On July 15, 2021

\_\_\_\_\_  
Herlinda Chico  
Governing Board Chair

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
Deputy Attorney General