

DATE: June 16, 2016

TO: Watershed Conservation Authority Governing Board

FROM: Joe Gonzalez, Associate Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: **Item 10: Consideration of a resolution to authorize the submittal of a Statement of Qualifications for On-call Consultant Support Services for the Greater Los Angeles County Integrated Regional Water Management Region.**

RECOMMENDATION: That the WCA Board authorize the submittal of a consultant Statement of Qualifications to West Basin Municipal Water District (West Basin) for on-call consulting services for the Greater Los Angeles County (GLAC) Integrated Regional Water Management (IRWM) Region.

PROJECT DESCRIPTION: WCA is submitting a Statement of Qualification in response to a West Basin Request for Qualifications (RFQ) in order to be considered as an On-call Consultant for Support Services for the GLAC IRWM Region. Services would be funded through a grant program awarded through a competitive task order bid process.

West Basin, as a participant in the GLAC IRWM Region, solicited an RFQ on May 23, 2016, to provide environmental conservation organizations, coalitions, engineers, scientists, schools and community-engagement experts the opportunity to enter into professional service contracts with West Basin to potentially perform task orders from the scope of work that the GLAC IRWM Region is currently drafting. Scope of Services may include:

- 1) IRWM Planning (e.g. coordination and development of comprehensive watershed planning documents; data gathering; analysis; assessments),
- 2) IRWM Projects (e.g. development and implementation of integrated water management projects and programs on a regional basis; coordination of local agencies; technical assistance; project review; development and implementation of community engagement),
- 3) Research reports and additional studies (e.g. data gathering; testing; monitoring),
- 4) DAC engagement and project development (e.g. submit Proposition 1 IRWM 2016 Disadvantaged Community Involvement Program [IP] proposal on behalf of LA Funding Area),
- 5) Grant support (e.g. applying for grants; grant administration),
- 6) Public meeting facilitation and presentation (e.g. needs assessments; conduct meetings; facilitate stakeholders; prepare presentations; creation of maps; manage and track data and data-sharing).

BACKGROUND: Integrated Regional Water Management (IRWM) planning is a collaborative way to develop water supply reliability, improve water quality, and protect natural resources. The Statewide IRWM Program is supported by Proposition 50 (2002), Proposition 84 (2006), and Proposition 1 (2014), all of which provide bond funding via the California Department of Water Resources (DWR) for local projects that improve water management.

DWR has announced a round of funding that will take place in 2016 for IRWMP planning activities that are specific to disadvantaged communities (DACs)—the Proposition 1 DAC Planning Grant. For this round of

funding, \$9,800,000 is available to the Los Angeles Funding Area. Allocation of these funds between the Los Angeles Funding Area participants—which includes GLAC IRWM Region, Upper Santa Clara River, and Watersheds Coalition of Ventura County (see Exhibit A: LA Funding Area map)—is still under consideration as the GLAC IRWM Region's Leadership Committee is currently developing the scope of work that will define the funding structure for the region—pending approval by each of its sub-regional steering committees. At this time, this solicitation process may be the only way for consultants to be involved in the implementation process of the scope of work for the DAC Planning Grant for the LA Funding Area.

The WCA, having led the acquisition, planning and development of a variety of open space and park development projects with complex jurisdictional and entitlement considerations, as well as having experience developing urban greening plans which also provide the WCA with experience relative to the proposed scope of services, including multi-jurisdictional coordination, community engagement, and site programming/planning, feels it would be adventitious for the agency, for our projects, and our service territory to actively participate in this planning effort, as funding sources dedicated to DAC outreach and DAC project development are limited. Furthermore, the WCA/RMC service territory covers 51% of the GLAC region and hosts 45% of the disadvantaged communities (see Exhibit B: GLAC IRWM Region map), making WCA most suited for engaging approximately half the DACs in the GLAC region in multi-benefit water resource planning.

Region	Area (sq mi)	Population (Census 2010)	DAC Tract Population	% Population that are DACs
Greater LA County Region within Los Angeles Funding Area	1,982	9,191,143	3,904,383	42.5%
WCA/RMC Territory within Greater LA County Region	1,018	4,065,960	1,768,180	43.5%

Selected On-Call Consultants will be required to enter into professional service contracts with West Basin but will not have a dedicated amount of money included on their contracts (See Exhibit C: Sample Agreement). Once a need is identified, a Scope of Work for a task order will be provided to the list of On-Call Consultants. Proposals will be received from interested Consultants from the approved On-Call Consultant list and the best proposal will be selected for the task order. Funding will be dedicated to the selected Consultant contract to perform the work requested.

A mandatory pre-proposal conference was held at West Basin's District Office on June 2nd, where twenty-five agencies, firms, non-profits and coalitions attended (see Exhibit D: Mandatory Pre-Proposal Conference List of Attendees). The Statement of Qualifications is due on June 17th to West Basin, with candidate interviews and presentations scheduled for June 28th—the Statement of Qualifications will be valid for at least one year. The Anticipated RFQ Schedule shows a “Notice of Recommended Award” in July of 2016. The Los Angeles Funding Area must submit their pre-application for the DAC Planning Grant to DWR by mid-July, with funding awards scheduled for September 2016. The grant end date is scheduled for 2 years.

FISCAL INFORMATION: Consultant services under operations budget and future budget years under this On-call contract, if selected, will be updated for awarded tasks and will utilize the consultant billing rate schedule.



Exhibit A

Los Angeles Proposition 1 Funding Area

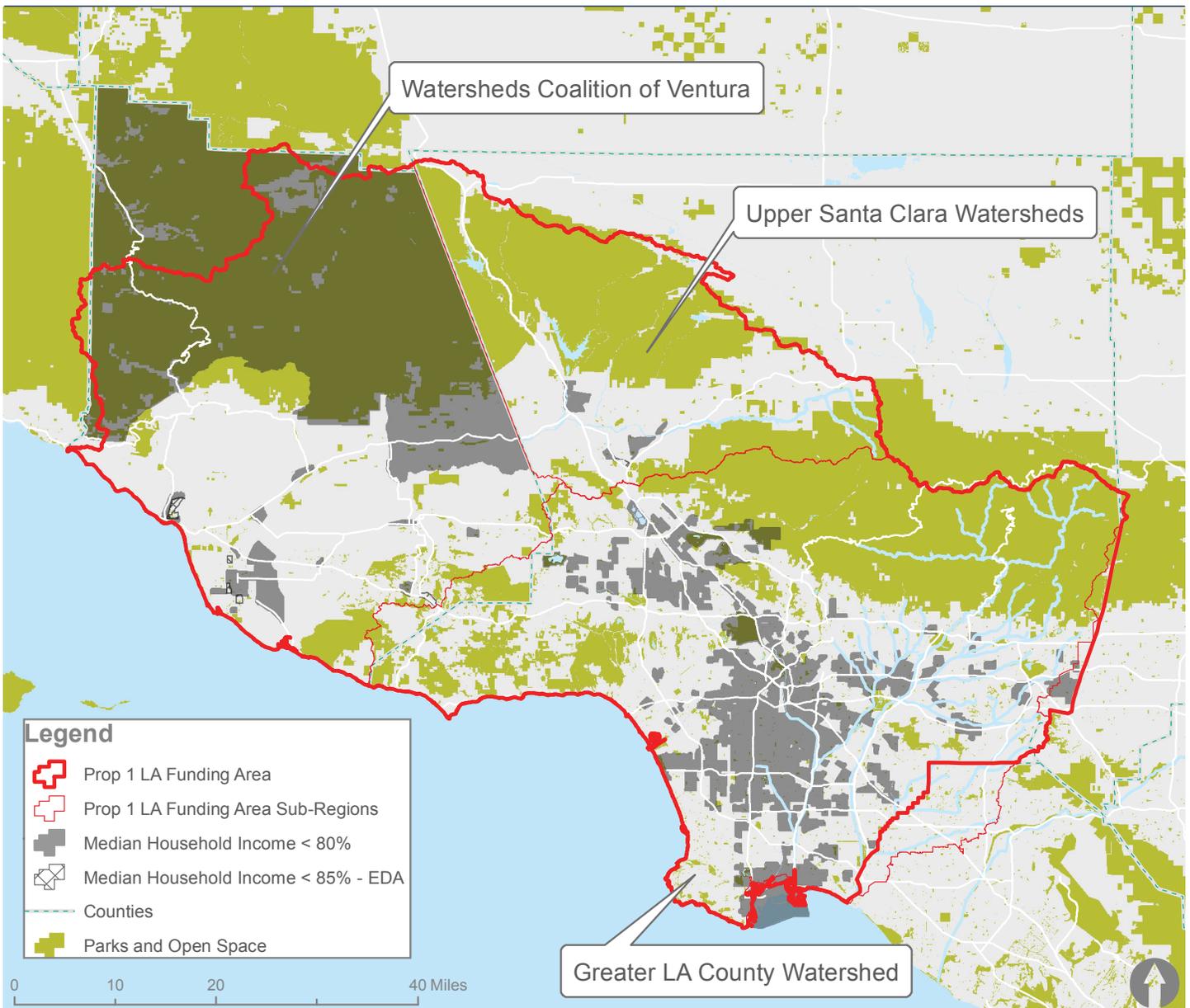




Exhibit B

Greater Los Angeles County IRWMP Region

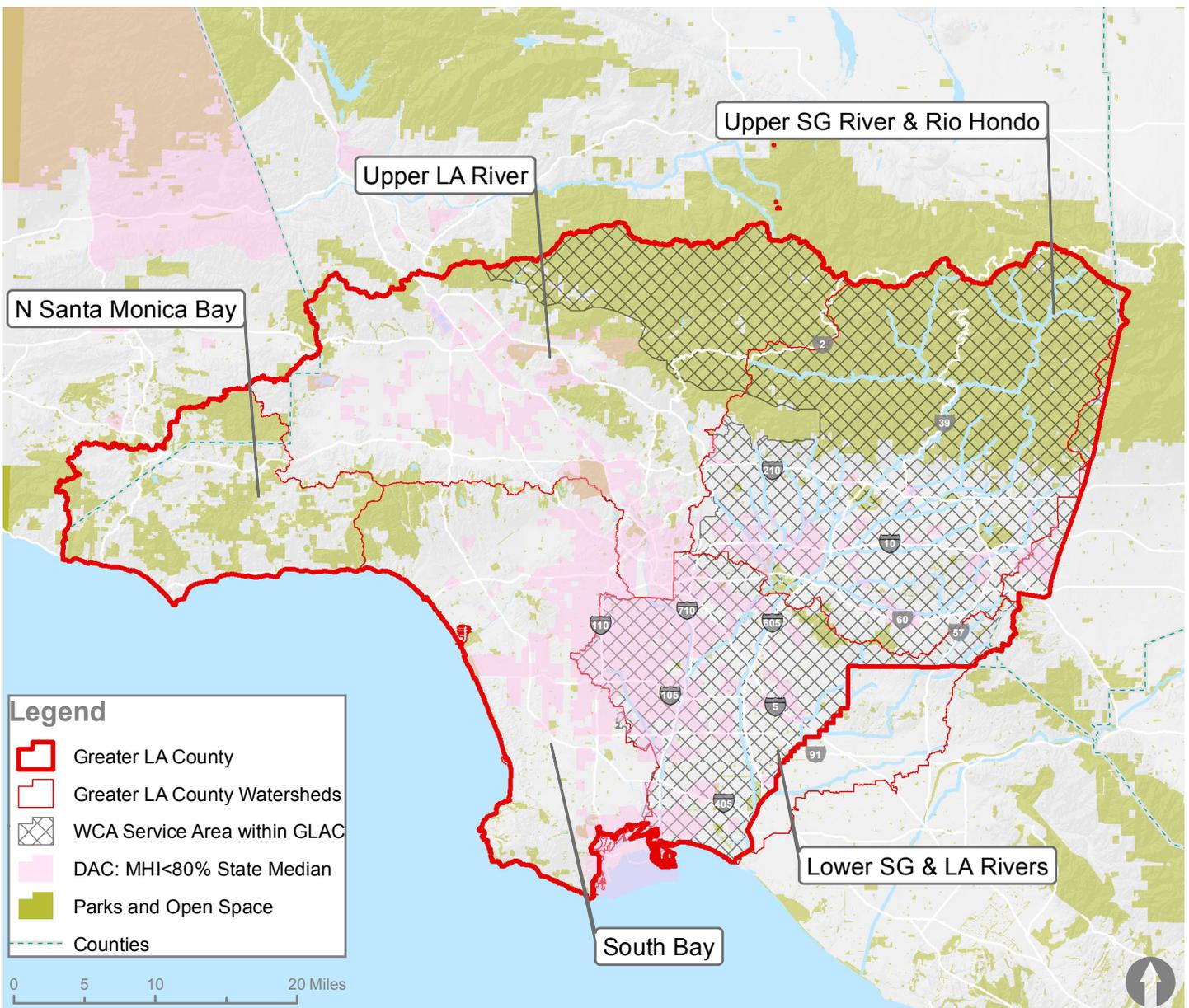


EXHIBIT C
SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT NO. W

between

WEST BASIN MUNICIPAL WATER DISTRICT

and

{CONSULTANT}

for

{SERVICES}

The West Basin Municipal Water District, herein "DISTRICT", and _____ , herein "CONSULTANT", agree as follows:

SECTION 1 - PURPOSE

Under this Agreement, the CONSULTANT shall provide _____

SECTION 2 - SCOPE OF SERVICES

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

SECTION 3 - TERM

The term of this Agreement shall be for a period of _____ (days, weeks, months, years) commencing _____ and concluding _____.

SECTION 4 - ACCEPTANCE

This Agreement constitutes the DISTRICT'S offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT'S approval of, and consent to the terms and conditions of this Agreement herein contained.

SECTION 5 - TERMINATION

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance with the requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT'S possession in which the DISTRICT, has or may acquire an interest.

SECTION 6 – AGREEMENT ADMINISTRATION

The Project Manager is the DISTRICT'S designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Xxxxxx xxxxx
(310) 660-62xx

SECTION 7 - CONSIDERATION

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "B".

SECTION 8 - BILLING

(a) CONSULTANT'S invoices shall be submitted on a monthly basis for the previous month's services.

(b) CONSULTANT shall submit an itemized invoice that includes:

- (1) Date or period of service.
- (2) A complete description of the services performed.
- (3) DISTRICT'S Agreement number.
- (4) The name of the DISTRICT'S Project Manager.
- (5) CONSULTANT'S remittance address.
- (6) Name and phone number of CONSULTANT'S accounts

receivable representative.

(c) When applicable, CONSULTANT'S invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.

(d) CONSULTANT shall submit invoices to the following address:

West Basin Municipal Water District
Attn: Accounts Payable
17140 So. Avalon Blvd., Suite 210
Carson, CA 90746

(e) Incomplete invoices will be returned to the CONSULTANT.

(f) DISTRICT'S payment terms are Net 30 days after receipt of invoice.

SECTION 9 - NOTICES

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT

Attn:

To: DISTRICT

West Basin Municipal Water District
Attn: General Manager
17140 South Avalon Boulevard, Suite 210
Carson, CA 90746-1296

Phone: (310) 217-2411

Fax: (310) 217-2414

SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

SECTION 11 - CONFIDENTIALITY

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

SECTION 12 - FORCE MAJEURE

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

SECTION 13 - INDEMNIFICATION

CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from DISTRICTS active negligence or willful acts.

SECTION 14 - INSURANCE REQUIREMENTS

(a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.

(b) The CONSULTANT shall provide the following coverages:

West Basin MWD - On-Call Consultant Support Services

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office (“ISO”) policy form CG 00 01 or insurer’s equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer’s equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Insurance - The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act”, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(4) Professional Liability insurance appropriate to the CONSULTANT’S profession providing coverage for loss, damage or injury arising out of professional acts, errors or omissions in the amount of \$1,000,000 per claim. If a general policy aggregate limit is applicable to the coverage, the general policy aggregate limit shall apply separately to this contract (with an appropriate endorsement) or the general policy aggregate limit shall be twice the required per claim limit.

(c) The required limits for the insurance policies required above may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(d) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial General Liability - The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as additional insureds. Additional insured endorsements shall provide coverage at least as broad as Commercial General Liability ISO form CG 20 10 11 85. If ISO form CG 20 10 11 85 is not provided, then ISO form CG 20 10 XX XX [latest version] may be provided but must be accompanied by ISO form CG 20 37 XX XX [latest version]).

(2) The CONSULTANT’S insurance shall be primary insurance as respects the DISTRICT, its Board Members, officers, employees, agents and volunteers and

any insurance or self insurance maintained by the DISTRICT shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

(3) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the DISTRICT, its Board Members, officers, employees, agents and volunteers.

(4) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.

(5) The policies may provide coverage which contains deductible or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

(6) Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of ISO form CG 20 10 11 85 (or ISO form CG 20 10 XX XX [latest version] accompanied by ISO form CG 20 37 XX XX [latest version]) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

(7) All Coverages:

(i) Each policy required in this Section shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONSULTANT or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: Project Manager.

(e) All insurance required by this contract shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current AM Best rating of not less than A:VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

(f) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-supplier.

(g) All coverages for sub-consultants shall be subject to all of the requirements stated herein. The CONSULTANT shall maintain evidence of compliance with the insurance requirements by the sub-consultants at the job site and make them available for review by the DISTRICT.

(h) CONSULTANT shall submit all required insurance documentation identified herein to DISTRICT not later than seven (7) calendar days from the initial receipt of this agreement for signature.

SECTION 15 – RIGHT TO AUDIT

Following execution of this Agreement and for a period of three years following the completion of performance, DISTRICT shall have the right to audit the CONSULTANT'S invoices and all supporting documentation generated in performance of this agreement.

SECTION 16 - ATTORNEY'S FEES

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

SECTION 17 - ASSIGNMENT

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

SECTION 18 - INDEPENDENT CONSULTANT

The CONSULTANT is an independent CONSULTANT and not an employee of the DISTRICT.

SECTION 19 - APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 20 - INTEGRATION

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:

West Basin Municipal Water District

By: _____ Date _____

Richard Nagel, General Manager

APPROVED AS TO FORM:

By: _____ Date _____

Lemieux and O'Neill, District Counsel

APPROVED:

CONSULTANT

By: _____ Date _____

Name & Title: _____

(please print)

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Exhibit D

West Basin RFQ for On-Call Consultant Support Services:

Mandatory Pre-Proposal Conference (6/2/16):

-List of Attendees

West Basin RFQ for On-Call Consultant Support Services: Mandatory Pre-Proposal Conference (June 2nd, 2016) List of Attendees		
COMPANY	TYPE OF COMPANY	CLASSIFICATION
ARUP	Civil engineering	Private
MNS Engineers	Civil engineering	Private
LAC Flood Control District	County Department	Gov. Agency
Environmental Justice Coalition for Water	Environmental coalition	Coalition
Green Cities Coalition	Environmental coalition	Coalition
Tree People	Environmental Conservation	Non-profit
Carollo engineers	Environmental Engineering	Private
EW Consulting	Environmental Engineering	Private
GEI Consultants	Environmental Engineering	Private
MWH	Environmental Engineering	Private
RMC Water and Environment	Environmental Engineering	Private
A&N Technical Services	Environmental policy analysis	Private
ESA	Environmental Science	Private
Environmental Outreach Strategies	Environmental strategic council	Private
Geoscience	Groundwater consulting firm	Private
Mia Lehrer & Assoc	Landscape architecture	Private
LVMWD	Municipal Water District	Gov. Agency
Shared Spaces	Participatory Design/Build	Private
LAC School District	School District	Education
Cal Poly Pomona	Univeristy	Education
WCA	Watershed Conservation	Gov. Agency
L.A. Waterkeeper	Watershed Conservation	Non-profit
The River Project	Watershed Conservation	Non-profit
Council for Watershed Health	Watershed Organization	Non-profit
Gateway Water Management Authority	Watershed-based coalition	Gov. Agency

June 16, 2016 – Item 10

RESOLUTION 2016-25

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO AUTHORIZE THE SUBMITTAL OF A STATEMENT OF QUALIFICATION FOR ON-CALL CONSULTANT SUPPORT SERVICES WITH WEST BASIN MUNICIPAL WATER DISTRICT FOR THE GREATER LOS ANGELES COUNTY INTEGRATED REGIONAL WATER MANAGEMENT REGION.

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; and

WHEREAS, the Watershed Conservation Authority 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 approves the submission of a Statement of Qualifications for on-call consulting with West Basin Municipal Water District (West Basin) for the Greater Los Angeles County (GLAC) Integrated Regional Water Management (IRWM) Region; and

WHEREAS, the Applicant, if selected, will enter into a professional service contract with West Basin Municipal Water District for at least one year and up to two years;

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 June 16, 2016.
4. **AUTHORIZES** the submittal of a Statement of Qualifications for on-call consultant support services with West Basin Municipal Water District for the Greater Los Angeles County Integrated Regional Water Management Region.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2016-25

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On June 16, 2016

Brian Mejia, Chair

ATTEST: _____
Terry Fujimoto
Deputy Attorney General