

**DATE:** October 25, 2018

**TO:** WCA Governing Board

**FROM:** Jane Tsong, Project Manager

**THROUGH:** Mark Stanley, Executive Officer

**SUBJECT:** Item 18: Consideration of a resolution to approve entering into professional services agreement with Los Angeles County Department of Public Works San Gabriel Valley Greenway Initiative Plan and on-call services.

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**RECOMMENDATION:** That the Watershed Conservation Authority Governing Board approve entering into a professional services agreement with Los Angeles County Department of Public Works to implement the San Gabriel Valley Greenway Initiative and special project requests within the WCA's territory.

**PROJECT DESCRIPTION:** To support the development of a regional strategic implementation plan for the San Gabriel Valley Greenway Network and green infrastructure improvements along waterways and associated facilities owned and/or maintained and operated by Los Angeles County Flood Control District.

**BACKGROUND:** The County of Los Angeles Board of Supervisors, on May 16, 2017, approved a motion directing the Department of Public Works (Public Works) and the Department of Parks and Recreation, in consultation with the Healthy Design Workgroup, the WCA, and the San Gabriel Valley Council of Governments, to work with regional planning agencies to develop a strategic implementation plan for the San Gabriel Valley Greenway Network. This planning effort represents an opportunity to transform the District right of way along rivers, creeks, and channels within the San Gabriel Valley into a network of interconnected, multi-use community greenways for linear parks and open space for recreation, bike paths for recreation and active transportation, trails for pedestrian and equestrian use, and integrated stormwater management practices. Exhibit A: Concept Plan Greenway Initiative.

WCA provided a proposal for services to assist and facilitate the implementation of the development of the regional strategic plan and the development of project concepts for projects within the San Gabriel and Lower Los Angeles Rivers Watersheds for a total amount not to exceed \$1,750,000. LACFCD has the discretion to request additional services for up to \$500,000, for a total contract value not to exceed \$2,050,000 for work within the Watersheds. Exhibit B: Agreement.

Scope of Work includes both level of effort and specific deliverables that may include but is not limited to the following:

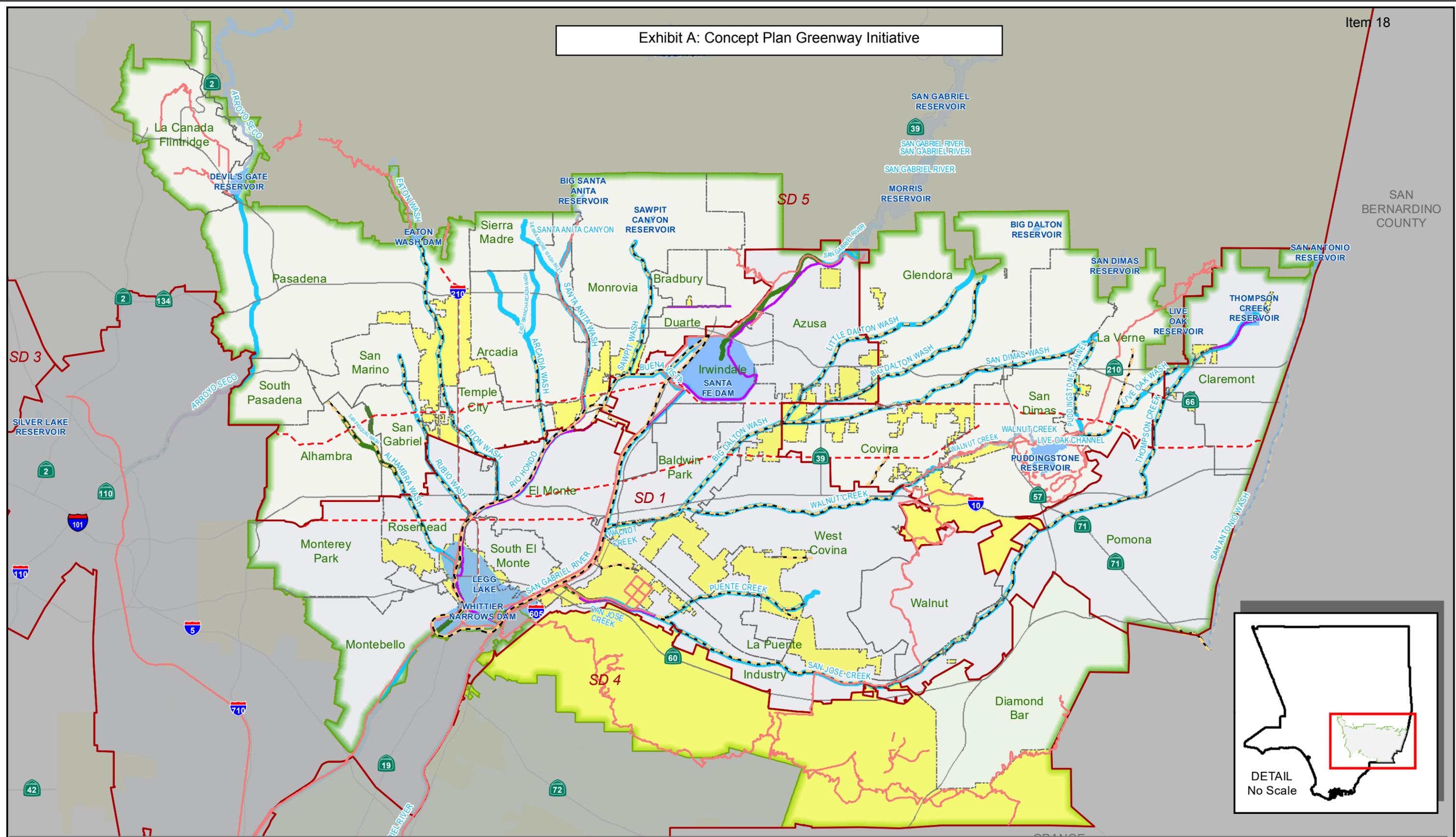
- Coordination, review and evaluation of District's request for proposal for third-party consultant services
- Support the District with third-party consultant collaboration and assist with managing third-party consultant activities
- Stakeholder meeting facilitation and committee participation

- Assist in the development and implementation of community outreach in support of the strategic implementation plan and the development of project concepts within the San Gabriel and Lower Los Angeles Rivers watersheds
- Strategic implementation plan and related documents review and recommendations
- GIS mapping
- Graphics
- Field reconnaissance/Rapid Assessments of select project locations and/or thumbnail concepts within the San Gabriel and Lower Los Angeles Rivers watersheds

WCA will provide the District with quarterly expenditure reports with related back-up and deliverables. The District will deposit fund allocation with the WCA within 15 days of the execution of the agreement and at the beginning of each fiscal year. Additional tasks and budget may be awarded to the WCA for additional as needed services within the two watersheds for a total potential contracted value of 2,050,000 through fiscal year 2024-25, described in more detail below.

**FISCAL INFORMATION:** The agreement for professional services with Los Angeles County Flood Control District in the amount not to exceed \$2,050,000 would constitute a minimum additional funding stream to the WCA of \$250,000 a fiscal year starting FY2018/19 through FY2022-23. Additionally, LACFCD has the discretion to augment funding up to a maximum of \$500,000 additional for added services and can extend the performance period for up to two additional fiscal years.

# Exhibit A: Concept Plan Greenway Initiative



SAN BERNARDINO COUNTY



\* Source:  
<http://www.bikesgv.org/sgv-greenway-network.html>

- - - Potential Complete Streets Corridors\*
- Existing Class I Paths\*
- - - Potential Greenway\*

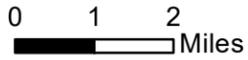
— County Trails  
— Natural Stream

**CHANNELS MAINTAINED BY**

- LACFCD
- US ARMY CORPS

- Unincorporated Area
- City
- San Gabriel Valley COG Boundary
- Supervisorial District

## San Gabriel Valley Greenway Network Strategic Implementation Plan



AGREEMENT

THIS AGREEMENT, made and entered into as of the date of the last PARTY signature set forth below (Effective Date) by and between the Los Angeles County Flood Control District (hereinafter referred to as DISTRICT), a body corporate and politic, and the Watershed Conservation Authority (hereinafter referred to as WCA), a joint powers authority, collectively referred to hereafter as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the County of Los Angeles Board of Supervisors, on May 16, 2017, approved a motion directing the Department of Public Works (Public Works) and the Department of Parks and Recreation, in consultation with the Healthy Design Workgroup, the WCA, and the San Gabriel Valley Council of Governments, to work with regional planning agencies to develop a strategic implementation plan for the San Gabriel Valley Greenway Network (hereinafter referred to as STRATEGIC IMPLEMENTATION PLAN);

WHEREAS, the STRATEGIC IMPLEMENTATION PLAN development is a planning effort that represents an unprecedented opportunity to transform the District right of way along rivers, creeks, and channels within the San Gabriel Valley into a network of interconnected, multiuse community greenways for linear parks and open space for recreation, bike paths for recreation and active transportation, trails for pedestrian and equestrian use, and integrated stormwater management practices (see Figure 1);

WHEREAS, the San Gabriel River Corridor Master Plan approved by the County of Los Angeles Board of Supervisors on June 13, 2006, is a planning document that identifies 130 enhancement projects along the San Gabriel River;

WHEREAS, the Los Angeles River Master Plan approved by the County of Los Angeles Board of Supervisors on June 13, 1996, is a planning document that identifies ways to revitalize the publicly-owned rights of way along the Los Angeles River and Tujunga Wash.

WHEREAS, the WCA was established in 2003, as a Joint Powers Authority of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the District, for the purpose of providing for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises herein contained, it is hereby agreed as follows:

(1) DISTRICT AGREES:

- a. To request assistance from WCA in the form of "task orders," as more specifically described in Section (2)a below, as deemed necessary by Public Works, in connection with the preparation of the STRATEGIC IMPLEMENTATION PLAN, the implementation of projects identified in the Los Angeles and San Gabriel Rivers Master Plans, and the development of project concepts for projects within the San Gabriel and Lower Los Angeles Rivers Watersheds for a total amount not to exceed \$1,750,000.
- b. To deliver to WCA the amount of two hundred and fifty thousand dollars (\$250,000) within 15 days of the Effective Date or start of the 2018-19 Fiscal Year (July 1 through June 30), whichever is later for initial funding of WCA's activities as requested in Section (1)a, above.
- c. To make additional payments to WCA at the beginning of each of the subsequent fiscal years, from Fiscal Years 2019-20 through 2022-23, for continued funding of WCA's activities requested in Section 1(a), above, in the amount of two hundred and fifty thousand dollars (\$250,000); however, this amount may be reduced at the DISTRICT's discretion if there is a balance of unused funds from the previous fiscal year.
- d. To make additional payments to WCA at the discretion of the DISTRICT in association with any new task orders in accordance with Section 1(a), above, for which additional funding is anticipated to be required during the fiscal year provided, the total sum of all such payments does not exceed five hundred thousand dollars (\$500,000).
- e. The District may extend the agreement for up to two optional additional fiscal years, for an additional amount not to exceed \$150,000 per fiscal year, for a total additional cost of \$300,000 in order to complete additional tasks related to the San Gabriel Valley Greenway Network Strategic Implementation Plan and the development of projects within the San Gabriel River and Lower Los Angeles River Watersheds for an amount not to exceed \$2,050,000.

(2) WCA AGREES:

- a. To provide both level of effort services, as well as, specific deliverables in response to requests for assistance in the form of "task orders" from the DISTRICT that may include but not be limited to:
  - o Coordination, review, and evaluation of DISTRICT's request for proposal for third-party consultant services;

- Support the DISTRICT with third-party consultant collaboration and assist with managing third-party consultant activities;
  - Stakeholder meeting facilitation and committee participation (District's San Gabriel Valley Greenway Network Steering Committee and Technical Advisory Committee);
  - Assist in the development and implementation of community outreach in support of the STRATEGIC IMPLEMENTATION PLAN and the development of project concepts within the San Gabriel and Lower Los Angeles Rivers Watersheds;
  - STRATEGIC IMPLEMENTATION PLAN and related documents review and recommendations;
  - GIS Mapping;
  - Graphics;
  - Field Reconnaissance/Rapid Assessments of select project locations and/or thumbnail concepts related to the STRATEGIC IMPLEMENTATION PLAN and the development of project concepts within the San Gabriel and Lower Los Angeles Rivers Watersheds.
- b. To utilize the funds deposited by the DISTRICT only for the activities performed by WCA in response to specific task orders for assistance from DISTRICT and in accordance with the effective WCA Governing Board adopted billable rates for the performance period. Exhibit A: Fiscal Year 2017-18 WCA Governing Board Approved Billable Rate.
- c. To maintain satisfactory financial accounts, documents, and records for this AGREEMENT and accounting records to ensure funds deposited by the DISTRICT are used accurately and appropriately in accordance with the terms of this AGREEMENT and to place all funds deposited by the DISTRICT pursuant to this AGREEMENT in a discrete and separate interest-bearing account/fund for the sole purpose of funding activities in accordance with this AGREEMENT. Interest earned on the advanced deposits will be used solely to fund activities described in Section (2)a.
- d. To submit to the DISTRICT, for review and approval, a quarterly expenditure report for task orders for STRATEGIC IMPLEMENTATION PLAN and other project concept development requests, which at a minimum will contain the following information:
- Reporting period in which expenditures were incurred

- Expense classification for labor; if internal labor, provide labor detail by job classification shown on billable rate sheet
  - Number of units charged
  - Unit cost/hourly rate
  - Reimbursables (mileages, printing, etc.)
  - Total expenditure for reporting period
  - Brief description of service provided and/or task performed
  - Fund balance
- e. To return the balance of all unused funds to the DISTRICT at the end of AGREEMENT term.
- f. To indemnify, defend, and hold harmless the DISTRICT, including its officers, and employees, from and against any and all claims, demands, liability, damages (including, but not limited to, bodily injury, death, personal injury, or property damage), costs and expenses (including, but not limited to attorney fees and other litigation expenses) arising from or caused by any negligent act or omission, or any reckless or willful misconduct of WCA or any its officers, - or employees in the performance of any activities undertaken pursuant to this AGREEMENT. This indemnification will not apply to the extent that the claims, demands, liability or damages arise from the negligence, recklessness or willful misconduct of the DISTRICT or any of its officers, employees, or contractors. This indemnity will survive termination or expiration of the AGREEMENT.

(3) THE PARTIES FURTHER AGREE:

- a. This AGREEMENT shall not become effective until it has been duly executed by both PARTIES, and the date the AGREEMENT is signed by the second party to execute it shall be deemed the "Effective Date".
- b. The term of this AGREEMENT shall be for 5 years from the Effective Date.
- c. This AGREEMENT may be amended, modified, and canceled by the DISTRICT or the WCA by providing a written notice within sixty (60) calendar days to the other party.
- d. To cooperate fully with one another to attain the purposes of this AGREEMENT.

- e. During the performance of this AGREEMENT, the PARTIES and their contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40). Furthermore, the PARTIES and their contractors shall not deny family-care leave, medical-care leave, or pregnancy disability leave if same are required to comply with these laws. This clause shall be included in all contracts and subcontracts entered into to perform work provided for under this AGREEMENT.
- f. The PARTIES are, and shall at all times remain as to each other, wholly independent entities.
- g. Any notices, bills, invoices, or reports relating to this AGREEMENT, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth below unless a PARTY has given the other PARTY a ten (10) days written notice of a new address:

Watershed Conservation Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702  
Party Representative: Deborah Enos  
E-mail: <mailto:denos@wca.ca.gov>  
Phone: (626) 815-1019 x 112  
Fax: (626) 815-1269

Los Angeles County Flood Control District  
900 South Fremont Avenue, 11th Floor  
Alhambra, CA 91803  
Party Representative: Keith Lilley  
E-mail: [klilley@dpw.lacounty.gov](mailto:klilley@dpw.lacounty.gov)  
Phone: (626) 458-4309  
Fax: (626) 457-1526

This AGREEMENT is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected, and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

All PARTIES have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its



IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Mark Pestrella, Chief Engineer

Date \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By Julia Weisman for Mark Yanai  
Deputy

Date \_\_\_\_\_

WATERSHED CONSERVATION AUTHORITY

By \_\_\_\_\_  
Mark Stanley, Executive Officer

Date \_\_\_\_\_

## Exhibit A

### Watershed Conservation Authority Governing Board Approved Billable Rates FY2017/2018

<b>Classification</b>	<b>Rate</b>
Deputy Executive Officer	\$ 105.52
Project Manager III	\$ 86.79
Project Manager II	\$ 86.03
Project Manager I	\$ 70.12
Associate PM	\$ 54.88
Fiscal Manager *	\$ 53.07
Fiscal Analyst	\$ 63.45
Administrative Clerk	\$ 47.17

*NOTE: Rates are valid for FY2017/2018 only; Billable Rates are subject to change during each fiscal year. The applicable billing rates for a charge period will match the WCA board approved billable rates at the time service was provided. Updated rates will be provided to County upon WCA Board Approval as addendum to this Exhibit A.*

*\* P/T position currently not eligible for full benefits; subject to change*

October 25, 2018 - Item 18

**RESOLUTION 2018-28**

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO APPROVE ENTERING INTO PROFESSIONAL SERVICES AGREEMENT WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS SAN GABRIEL VALLEY GREENWAY INITIATIVE PLAN AND ON-CALL SERVICES**

**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 approves entering into professional services agreement with Los Angeles County Department of Public Works San Gabriel Valley Greenway Initiative Plan and on-call services; 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 October 25, 2018.
4. **AUTHORIZES** entering into professional services agreement with Los Angeles County Department of Public Works San Gabriel Valley Greenway Initiative Plan and on-call services for an amount up to \$2,050,000.

*~ End of Resolution ~*

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

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

Passed and Adopted by the Board of the  
**WATERSHED CONSERVATION AUTHORITY**  
On October 25, 2018.

\_\_\_\_\_  
M. Janet Chin, Governing Board Chair

ATTEST: \_\_\_\_\_  
David Edsall, Jr.  
Deputy Attorney General