

DATE: July 21, 2022

TO: WCA Governing Board

FROM: Jane Tsong, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 16: Consideration of resolution to authorize the Executive Officer or designee to negotiate and enter into contract(s) for Stewardship and Engagement Workshop leaders for Azusa Foothills Open Space lands (RMC19006).

RECOMMENDATION: That the Watershed Conservation Authority (WCA) Governing Board authorize the Executive Officer and/or designee to negotiate and enter into a series of small contract(s) for Stewardship and Engagement Workshop leaders for Azusa Foothills Open Space lands. The cumulative value of all contract(s) is not to exceed \$14,000.

PROJECT DESCRIPTION:

On May 11, 2022, WCA issued a Request for Proposals to Stewardship and Engagement Workshop leaders for WCA's Azusa Foothills Open Space (80 acres) situated north of Azusa [APNs 8684-024-907 and APN 8684-024-908] (Exhibit A). Two proposals were received. However, to broaden the pool of applicants, WCA will extend the deadline into August 2022.

In order to create broad and inclusive dialogue, WCA anticipates selecting multiple workshop leaders from a variety of perspectives to engage for a series of small contracts. The contracts and scopes are modestly sized to provide appropriate scope and expectation for community members who are not experienced planning or conservation professionals, but who simply have an important perspective to share. Stipends for selected workshop leaders are anticipated to be between \$2000 and \$4,000 but may be greater or lesser depending on the scope proposed and negotiated, and total number of proposals selected by WCA.

Selected consultants will serve as guest conversation leaders on topics of their interest and expertise in relation to Azusa Foothills Open Space, and will collaborate with WCA Project Manager to organize and conduct walking tour(s) and field workshop(s) that promote awareness and dialogue about Azusa conservation lands in relation to their areas of interest. Activities will take place on WCA's Azusa Foothills Open Space land, which may be accessed via a guided 1-mile climb up the unpaved Vasquez Road (average grade of 12%).

Workshops will envision the future of public Open Space lands in the San Gabriel Mountains and will establish a foundation for future collaboration between community members and natural resource managers. Proposals are expected to engage key stakeholder groups, including but not limited to high school and university students, environmental youth groups, faith-based groups, community service groups, regional and local naturalists, researchers, and groups organized around healthy and sustainable lifestyles, passive recreation, or nature appreciation through art and culture. Due to the intent to facilitate inclusive dialogue, group size for each individual workshop may be capped at an upper limit.

The Scope of Work for each contract will include:

1. Consultant will collaborate with WCA Project Manager to refine the format and content of the proposed workshop(s).
2. Consultant will be the main conversation leader in the proposed workshop(s).
3. Consultant may propose one or more workshops on the same or different topics.
4. Consultant will advertise workshop(s) and recruit participants. Workshop(s) will be open to the public.
5. WCA will assist in documenting the workshop(s) via writing, photography, video, or audio recording.
6. After conclusion of workshop(s), Consultant will deliver a written report which will include but not be limited to:
 - a. Description of intent and goals of workshop
 - b. Description of participants and how participants were recruited
 - c. Description of topics presented
 - d. Highlights of discussion
 - e. Recommendations for managing stewardship of and access to WCA’s Azusa Foothills Open Space
7. Consultant will give feedback on documentation of workshops and draft interpretive content produced by WCA staff during the contract period.

A sample timeline is as follows:

August 2022	Notification of award. Refine format and content of proposed workshop(s) in collaboration with WCA. Guided visits to Azusa Foothills Open Space as needed. Contracts finalized and executed.
September - November 2022	Publicize workshop(s). Conduct workshop(s). Consultant to create report/documentation of workshop(s).
December 15, 2022	Draft report due.
January 15, 2023	Final report due.
September 2022- February 2023	Consultant invited to comment on WCA-produced content and documentation for public sharing.

BACKGROUND:

This is the second of two RFPs whose resulting products will together make up Land Management Guidelines for WCA’s Azusa Foothills Open Space (80 acres). The first RFP will result in Invasive Species Management Guidelines. This RFP for Stewardship Planning Workshop Leaders [Exhibit A] will guide

community dialogue that can be developed by WCA into interpretive materials for Azusa Foothills Open Space.

On May 11, 2022, WCA issued a Request for Proposals for Stewardship and Engagement workshop leaders for WCA's Azusa Foothills Open Space (80 acres) situated north of Azusa [APNs 8684-024-907 and APN 8684-024-908]. Two proposals were received. To broaden the pool of applicants, WCA will extend the deadline into August 2022.

In 2016 and 2020, the Watershed Conservation Authority (WCA) acquired two contiguous 40-acre properties in unincorporated Los Angeles County just north of the City of Azusa which extend and augment other public conservation holdings in the San Gabriel Canyon, including WCA's Azusa River Wilderness Park and Azusa-RMC JPA Open Space. These lands were acquired for their watershed and habitat conservation value. Since 2006, there has been discussion about building a trail to these lands from River Wilderness Park, however there are numerous challenges to siting such a trail.

Biological surveys were conducted on each parcel. These surveys agreed on the high ecological integrity of the properties. These surveys emphasized that public access and even active management of these high-quality ecosystems have potential to create negative impacts that must be weighed against benefits of these activities. Selected Stewardship and Engagement workshop leaders may draw upon these biological reports, as well as additional hydrological and cultural resource studies conducted under WCA's Foothills Open Space Acquisition plan.

Workshop leaders shall promote the workshops in the broader community, and shall produce a written report on workshop results. Themes and content developed in the workshops will be incorporated by WCA into stewardship guidelines for WCA's Azusa Foothills lands, prototypes of interpretive signage for WCA's Azusa Foothills lands, and web content. Workshop leaders will be invited to provide feedback on draft interpretive materials produced by WCA staff and collaborators.

Proposals determined to be responsive to the services requested, and which meet the mandatory requirements of the RFP shall be evaluated based on the selection criteria below.

SELECTION CRITERIA	
POINTS	CRITERIA
15	Demonstrated leadership on a topic that may inform WCA management of Azusa Foothills Open Space.
40	Quality of proposal: Overall benefit of the proposed workshops to local open space stewardship, Feasibility of proposed activity.
20	Understanding of overall concepts and objectives of this RFP, and alignment of the proposal with the WCA mission.
20	Not to exceed proposed cost proposal with tasks, and associated hours and hourly rates. Cost proposal will be considered for value and quality.
5	Consideration of entities local to the Azusa foothills communities, local to WCA territory, diversity in hiring, small business, women- or minority-owned business, Disabled Veteran Business Enterprise certified.

Proposal(s) found to be the most beneficial to WCA may be invited for an interview. Upon completion of all interviews, if any, a list will be compiled of one or more Proposers whose services may be utilized for the services described in this RFP.

To develop a collective vision for the future of access to public Open Space lands in the Azusa Foothills and establish a foundation for collaboration between community members and natural resource managers, staff recommends that the Watershed Conservation Authority (WCA) Governing Board authorize the Executive Officer and/or designee to negotiate and enter into a series of small contract(s) for Stewardship and Engagement Workshop leaders for Azusa Foothills Open Space lands. The cumulative value of all contract(s) is not to exceed \$14,000.

FISCAL INFORMATION: The \$14,000 will be funded by the Rivers and Mountains Conservancy grant RMC19006, through Proposition 1 and Proposition 68 for its goals to improve water quality and supply, protect and restore habitat, and increase public recreation access. The activities meet project criteria for education/interpretative elements with elements that include cultural history, watershed stewardship, and inclusion of stakeholder participation in planning and design. The project also meets project criteria for stewardship and management plan by cultivating involvement by qualified community groups in future habitat stewardship. The requested services will take place between September 2022 through January 31, 2023.



REQUEST FOR PROPOSALS (RFP)

Azusa Foothills Open Space Stewardship and Engagement Workshop Leaders

May 11, 2022

Prepared by:

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
contact: jtsong@wca.ca.gov

Key Dates

Issue Date:	Tuesday, May 11, 2022
Deadline for Questions:	Tuesday, May 24, 2022, 5pm
Deadline for Submittal:	Tuesday, June 21, 2022, 5pm
Contract period:	August 1, 2022- February 18, 2023
Draft Report due:	December 15, 2022
Final Report due:	January 15, 2023

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- B. Standard WCA Agreement for consultant services
- C. Biological survey report and recommendations for Azusa Open Space Parcel I, Tidal Influence (2019). [Download here.](#)
- D. Biological survey report and recommendations for Azusa Open Space Parcel II, Cooper Ecological Monitoring (2020). [Download here.](#)

Additional Resources

Below are some resources that bear directly on the potential role of conservation in the immediate vicinity of public lands in the Azusa foothills. This list does not aim to be comprehensive, and is provided for information purposes only.

- [Cultural Resources Mitigation Report for the Rosedale Project, Cogstone Resource Management \(2006\)](#)
- [Paleontological Resources Monitoring Report for the Rosedale Project, Cogstone Resource Management \(2007\)](#)
- [San Gabriel River: A Century of Dividing the Water, Alfred Clark \(1970\)](#)
- [Biological Resources Assessment of the Proposed San Gabriel Canyon Significant Ecological Area \(Nov 2000\)](#)
- [San Gabriel Canyon Significant Ecological Area \(n. d.\)](#)

Request for Proposals

Watershed Conservation Authority (WCA)

WCA is issuing a Request for Proposals (RFP) to identify workshop leaders to partner with on a series of planning workshops on the topic of Stewardship and Engagement in relation to WCA's Azusa Foothills Open Space lands. These workshops will take place on WCA's Azusa Foothills Open Space lands on the south facing side of Glendora Ridge, which may be accessed for the purposes of this project via a guided .75 mile hike along a fire road of approximately 12% grade. [Exhibit A: Site Location]

In order to create such broad and inclusive dialogue, WCA anticipates selecting multiple workshop leaders from a variety of perspectives from this Request for Proposals. Selected consultants will serve as guest conversation leaders on topics of their interest and expertise in relation to Azusa Foothills Open Space, and will collaborate with WCA Project Manager to organize and conduct walking tours and field workshops that promote awareness and dialogue about conservation lands in Azusa in relation to their areas of interest. WCA encourages those of all backgrounds, ages, and abilities to apply.

Workshop leaders will also promote participation in the workshops in the broader community, and will produce a written report on workshop results. Themes and content developed in the workshops will be incorporated into stewardship guidelines for WCA's Azusa Foothills lands, prototypes of interpretive signage for WCA's foothills open space lands, and web content. Workshop leaders shall additionally provide feedback on draft interpretive materials produced by WCA staff and collaborators.

Stipends for selected workshop leaders are anticipated to be between \$2,000-\$3,000 but may be greater or lesser depending on the scope proposed, and negotiated, and total number of proposals selected by WCA. Stipend must be inclusive of all costs incurred by workshop leaders. The contracted activities shall take place between August 1, 2022 and February 18, 2023.

Interested entities may view the RFP [here](#).

**Deadline for Submittal:
Tuesday, June 21, 2022 at 5pm**

Proposals must be submitted electronically to: jtsong@wca.ca.gov, cc: dwilliams@wca.ca.gov with the subject line: Azusa Workshops.

Hard copy proposals will NOT be accepted.

Questions regarding this RFP must be received in writing **no later than 5pm, May 24, 2022**. Responses to questions received by this deadline will be posted [here](#) by **May 26**.

All other technical questions must be directed via email to jtsong@wca.ca.gov.

1. Project Description

WCA is issuing a Request for Proposals (RFP) to identify workshop leaders to partner with on a series of planning workshops on the topic of Stewardship and Engagement in relation to WCA's Azusa Foothills Open Space lands. These workshops will take place on WCA's Azusa Foothills Open Space lands (80 acres) on the south facing side of Glendora Ridge, which may be accessed for the purposes of this project via a guided 1-mile hike. [Exhibit A: Site Location]

Workshops will envision the future of public Open Space lands in the San Gabriel Mountains and will establish a foundation for future collaboration between community members and natural resource managers. Workshops should facilitate a broad and inclusive dialogue with community members. Workshops may seek to engage key stakeholder groups, including but not limited to high school and university students, environmental youth groups, faith-based groups, community service groups, regional and local naturalists, researchers, and groups organized around healthy and sustainable lifestyles, passive recreation, or nature appreciation through art and culture. Due to access considerations, and the intent to encourage robust dialogue, group size for each individual workshop may be capped at an upper limit to be decided.

In order to create broad dialogue, WCA anticipates selecting multiple workshop leaders from a variety of perspectives from this Request for Proposals. Selected consultants will serve as guest conversation leaders on topics of their interest and expertise in relation to Azusa Foothills Open Space, and will collaborate with WCA Project Manager to organize and conduct walking tours and field workshops that promote awareness and dialogue about conservation lands in Azusa in relation to their areas of interest. WCA encourages those of all backgrounds, ages, and abilities to apply.

Workshop leaders shall also promote the workshops in the broader community, and shall produce a written report on workshop results. Themes and content developed in the workshops will be incorporated by WCA into stewardship guidelines for WCA's Azusa Foothills lands, prototypes of interpretive signage for WCA's Azusa Foothills lands, and web content. Workshop leaders shall additionally provide feedback on draft interpretive materials produced by WCA staff and collaborators.

Access to WCA's Azusa Foothills Open Space lands through privately held land will be facilitated by WCA. Access requires a .75 mile climb up the unpaved Vasquez Road (average grade of 12%). These lands are also accessible by vehicle via the Glendora Ridge Motorway, however preference will be given for proposals that are not dependent on car caravans.

WCA has the right to reject any and all proposals. WCA does not guarantee that any work will be made under the agreements during the contract period to the selected respondent(s).

The contracted activities shall take place between August 1, 2022 and February 18, 2023. Stipends for selected workshop leaders are anticipated to be between \$2000 and \$3,000 but may be greater or lesser depending on the scope proposed and negotiated, and total number of proposals selected by WCA. Stipend must be inclusive of all costs incurred by workshop leaders.

Watershed Conservation Authority's Mission: The Watershed Conservation Authority (WCA) is a joint powers authority recognized as a local public entity of the State of California, exercising the joint powers of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and Los Angeles County Flood Control District (LACFCD) pursuant to Section 65000 et seq. of the Government Code. The purpose of the WCA is 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, groundwater recharge, and water conservation.

WCA's vision of Connecting Communities through Nature embraces a 'work with nature' approach to watershed enhancement. WCA partners with local and regional entities to plan and implement projects to improve our watersheds through investment in open space, parks, trails, bikeways, and greenways. WCA maintains more than 500 acres of open space, ranging from foothills lands to urban river parks that serve some of the densest and most diverse communities in the country. Additional information can be found at wca.ca.gov.

2. Background: WCA's Azusa Foothills Open Space:

In 2016 and 2020, the Watershed Conservation Authority (WCA) acquired two contiguous 40-acre properties in unincorporated Los Angeles County just north of the City of Azusa which extend and augment other public conservation holdings in the San Gabriel Canyon, including WCA's Azusa River Wilderness Park and Azusa-RMC JPA Open Space. These lands were acquired for their watershed and habitat conservation value. Access is through privately held land and requires a .75 mile climb up an unpaved fire road (average grade of 12%). These lands are also accessible by vehicle via the Glendora Ridge Motorway. Since 2006, there has also been discussion about building a trail to these lands from River Wilderness Park.

Recently, biological surveys were conducted on each parcel. In 2019, Tidal Influence (TI) surveyed Parcel I [APN 8684-024-907], mapping plant communities and recording the presence of 101 plant species, of which 71 were native and 18 were classified as invasive. Wildlife cameras captured the presence of foxes, mountain lions, deer, and coyotes. TI noted patterns of recovery after the 2014 Colby Fire, such as the re-sprouting of large fire-adapted coastal sage shrubs, the reestablishment of other native species via the existing seed bank, the use of post-fire snags as perches by resident birds, and avian breeding activity. TI's report discussed selective control of invasive species on site; and suggested an approach to aiding the post-fire recovery of a walnut woodland on site.

In 2020, Cooper Ecological Monitoring surveyed Parcel II, [APN 8684-024-908], documenting 100 plant species (80 native), 65 species of birds, 10 species of mammals, and 20 species of butterflies, among other taxa. Uncommon taxa such as mountain lion (*Puma concolor*), Merriam's chipmunk (*Tamias merriami*), and Greater Roadrunner (*Geococcyx californianus*), indicate the high ecological integrity of the property. Three special-status plant taxa and six special-status animals were documented on or adjacent to the property.

Both surveys emphasize that public access and even active management of these high-quality ecosystems (even restoration!) have potential to create negative impacts that must be weighed against benefits of these activities.

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Consultants may draw upon these biological reports, as well as additional hydrological, and cultural resource studies conducted under WCA’s Foothills Open Space Acquisition plan. These resources and others are listed and linked to in the first page of this document. It is not required for Proposers or selected Consultants to be familiar with these documents. They are provided for information only.

3. Scope of Work

The selected Consultant will work under the direction of the WCA Project Manager to develop the format and content of the Stewardship and Engagement workshop(s).

1. Consultant will collaborate with WCA Project Manager to refine the format and content of the proposed workshop(s).
2. Consultant will be the main conversation leader in the proposed workshop(s).
3. Consultant may propose one or more workshops on the same or different topics.
4. Consultant will advertise workshop(s) and recruit participants. Workshop(s) will be open to the public. Due to access considerations and the intent to encourage robust dialogue, group size for each individual workshop may be capped at an upper limit.
5. WCA will provide collaborators to help document the workshop(s) via writing, photography, video, or audio recording. Consultant shall communicate with documentarians to ensure documentation accurately reflects workshop content and intent.
6. After conclusion of workshop(s), Consultant will deliver a written report which will include but not be limited to:
 - a. Describe intent and goals of workshop
 - b. Describe participants and how participants were recruited
 - c. Describe topics presented
 - d. List questions asked by Consultant
 - e. List questions asked by Participants
 - f. Highlights of discussion
 - g. List recommendations for WCA Foothills Open Space based on workshop results
 - h. Conclusion
7. Consultant will give feedback on documentation of workshops and draft interpretive content based on workshop content produced by WCA staff during the contract period.

Sample Calendar: The following calendar is provided as an example timeline. It is expected that the exact timing of activities led by each selected Consultant may vary depending on the nature of the proposed activities and negotiation of the final scope.

July 2022	Notification of award. Refine format and content of workshop(s) in collaboration with WCA. Guided visits to Azusa Foothills Open Space as needed.
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August 1, 2022	Contract finalized and executed.
August - November 2022	Publicize workshop(s) Conduct workshop(s) Consultant to create report/documentation of workshop(s)
December 15, 2022	Draft report due
January 15, 2023	Final report due
August 1- February 18, 2023	Consultant available to comment on WCA-produced content and documentation for public sharing

Note that invoices shall be submitted upon completion of agreed tasks and not more frequently than once a month, in arrears. A variation of the terms (i.e., change in project representative, change in budget) requires written agreement from the WCA and Consultant. No verbal understanding, agreement, or amendment not incorporated into the Agreement is binding on either party.

4. Minimum Requirements

Proposal shall provide straightforward and concise descriptions of Proposing entity's ability to satisfy the requirements of this RFP. All documents shall be signed by a person authorized to bind the Proposing consultant. Proposals not including the proper required attachments or signatures shall be deemed non-responsive. A non-responsive Proposal is one that does not meet one or more of the minimum requirements.

Proposing entities that are interested in providing professional services for this contracting opportunity shall submit the following information in 8.5" x 11" page format (11-point font or greater):

- 1. Cover Letter/Letter of Interest** (maximum 1 page)
 - Include the Federal Identification Number (if applicable) of the Consultant
 - Indicate person authorized to negotiate and sign all agreements
- 2. Completed W9 Form.** The current version of the form is available [from the IRS website here](#).
- 3. Written Statement and Proposal** (maximum 3 pages)
 - Indicate interest and availability to conduct the scope described in Section 3 of this RFP within the timeframe described
 - Describe the proposed workshops:
 - How many workshops do you propose? What activities do you anticipate taking place? What discussion topics will be raised?
 - How will the workshops relate to stewardship of Azusa open space?

- Who is expected to participate in the workshops? How will participants be recruited?
 - Describe intended outcomes
 - Describe project timeline and factors that affect the timeline
 - Describe the format of the final report of workshop results
- Proposers should indicate how their qualifications fulfill the criteria listed in Section 6 “Evaluation and Selection Criteria”. Proposers should respond to each numbered criteria for each category that qualifications are submitted for.

4. Cost Proposal.

- Proposer shall provide their Cost Proposal for performing the required services and shall include consultant rates and all applicable taxes and other expenses, such as mileage, copying, and postage.
- For calculation purposes, Proposers shall use the below listed guidelines for costing travel, expenses, and deliverables. No separate or additional billings will be considered for reimbursement without written permission from the WCA.
 - Transportation: Travel expenses and per diem directly related to the contract services shall be included in direct costs. Such costs shall not exceed the rates paid to the State’s non-represented/excluded employees (CCR Title 2, Section 599.619).
 - Hourly Rates: Provide hourly billing rates for staff and subconsultants as follows: Category of personnel, rate per hour, and total cost for each category of personnel.
 - Identification of Subconsultant(s) Costs: Provide listing of proposed subconsultants and associated fees (i.e., admin mark-up).

5. Resume(s) of the individual Consultant or Consultant’s team

- Resume should include each individual’s expertise in relation to assignment/responsibilities, and their specific professional experience related to their expertise or assignment.

6. List of Professional References/Clients

- Provide phone and email contact information of three references who can attest to the Proposer’s qualifications to carry out the proposal.

7. Examples of Past Projects (maximum 10 pages)

- Describe any work conducted in the past that is similar to the proposal submitted. If available, provide documentation of past projects.
- Describe how the past work presented relates to the current proposal.

5. Submission Information and Deadline

Submittal deadline for proposals: **Tuesday, June 21, 2022 at 5pm.**

Proposals are required to be submitted electronically to: jtsong@wca.ca.gov cc: dwilliams@wca.ca.gov with the subject line: Azusa Workshops.

Hard copy proposals will NOT be accepted.

Questions regarding this RFP are welcome and shall be received in writing no later than **Tuesday May 24, 2022 at 5pm.** Responses to questions and addenda will be shared [here](#) by **May 26.**

A non-mandatory site visit may be available for interested parties. Interested parties must contact jtsong@wca.ca.gov to arrange attendance. Scheduling will be on a weekday and at the discretion of WCA.

WCA recommends that potential Proposers inform jtsong@wca.ca.gov 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.

6. Evaluation and Selection Criteria

Proposals determined to be responsive to the services requested, and which meet the mandatory requirements as indicated in Sections 4 and 5 of this RFP shall be evaluated based on the selection criteria in the table below.

Proposal(s) found to be the most beneficial to WCA may be invited for an interview on qualifications and experience. Upon completion of all interviews, if any, a list will compiled of one or more Proposers whose services will be utilized for the services described in this RFP. WCA and each Proposer on the list will enter into contract negotiations. In the event that a satisfactory agreement cannot be negotiated, the WCA will terminate negotiations with that Proposer and begin negotiations with the next ranked Proposer, and so on. The WCA Board reserves the right to reject any proposals at their discretion.

WCA reserves the right to terminate the selection proceedings at any time. WCA does not guarantee the amount of services being requested.

SELECTION CRITERIA	
POINTS	CRITERIA
15	1. Demonstrated leadership on a topic that may inform WCA management of Azusa foothills Open Space <ul style="list-style-type: none"> • Letter of Interest • Experience leading projects of similar scope and intent • Recommendations • Examples of previous projects provided

40	<p>2. Quality of proposal</p> <ul style="list-style-type: none"> • Overall benefit of the proposed workshops to local open space stewardship • Feasibility of proposed activity
20	<p>3. Understanding of overall concepts and objectives of this RFP, and alignment of the proposal with the WCA mission</p>
20	<p>4. Not to exceed proposed cost proposal with tasks, and associated hours and hourly rates</p> <ul style="list-style-type: none"> • Cost proposal will be considered for value and quality • Include any optional tasks as separate line items
5	<p>5. Consideration of entities local to the Azusa foothills communities, local to WCA territory, diversity in hiring, small business, women- or minority- owned business, Disabled Veteran Business Enterprise certified</p> <ul style="list-style-type: none"> • Please note any considerations in Letter of Interest

7. Proposal General Information

- a. 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 made available to each person or organization which has received an RFP. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the WCA's disregard of the Proposer's submittal. Proposals shall acknowledge receipt of any and all addenda received by the proposer.
- b. All Proposals become the properties of the WCA upon receipt and will not be returned to the proposers. Costs incurred for developing Proposal and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to WCA.
- c. All Proposers' responses and cost information shall remain undisclosed until a successful firm is identified or, if all proposals are rejected, after rejection of all such Proposals; following that date all Proposals shall be regarded as public records under the California Public Records Act (GC 6250 et seq) and subject to review by the public.
- d. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. WCA may waive an immaterial deviation in a Proposal. WCA's waiver of an immaterial deviation shall in no way modify the RFP document

- or excuse the Proposer from full compliance with all requirements if awarded the Agreement.
- e. Proposer may withdraw its Proposal by submitting a written withdrawal request to WCA, signed by its authorized agent. Proposer may thereafter submit a modified/new Proposal prior to the Proposal Submission Deadline. Proposal modifications offered in any other manner, oral or written, shall not be considered.
 - f. WCA does not accept alternate Agreement language. A Proposal with such language will be considered a counter proposal and will be rejected.
 - g. A variation of the terms (i.e., change in project representative, change in budget) requires mutual consent from the WCA and Consultant. No verbal understanding, agreement, or amendment not incorporated into the Agreement is binding on either party.
 - h. Prevailing Wages: Pursuant to Labor Code Section § 1774, the Contractor and any subcontractors, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. Copies of the prevailing rate of per diem wages are on file at the Department of General Services, which shall be made available to all interested parties. Additionally, these prevailing wage rates are available on the Department of Industrial Relations (DIR) website [here](#). For more information, visit the Prevailing Wage Requirements page of the DIR [here](#).
 - i. Protest Procedures: Should a proposer claim the WCA failed to follow the procedures specified in this RFP, protestant must submit the initial protest letter and a detailed, written statement of protest, including the RFP title/number, and WCA contact information, to:

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



**AGREEMENT FOR CONSULTANT SERVICES FOR
XXXXXXX**

THIS AGREEMENT is made and entered into this XXth day of November 20XX,

BY AND BETWEEN

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

AND

Organization Name
Address Line 1
Address Line 2
Email of primary contact
Phone: (XXX) XXX-XXXX
hereinafter referred to as
"Consultant,"

[Brief scope description consistent with Exhibit A and board action—may integrate or omit any part of drafted language before Section 1.0 CONSULTANT SERVICES.]

The WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide XXXX Services for XXXX.

Consultant is a recognized professional with expertise, 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.

The parties hereto do mutually agree as follows:

- 1. CONSULTANT'S SERVICES: The Consultant’s services, as briefly summarized above, is set forth fully in the attached Exhibit A, Scope of Work. In the event of any actual or perceived discrepancy between the summary of the Consultant’s services contained herein and the Scope of Work in Exhibit A, the Scope of Work in Exhibit A shall control.

2. 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 WCA (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Consultant a maximum not to exceed fee of XXX Dollars (\$XXX,XXX). Services will be rendered beginning Month, Day Year and end by Month, Day 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. 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.
- c. 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.
- d. Consultant will not be paid for any expenditure beyond the contract amount stipulated without a written amendment to this Agreement.

3. EQUIPMENT AND SUPPLIES: Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services and as set forth in the Exhibit A Scope of Work.

3. WCA RESPONSIBILITY: WCA will make available the items it specified it would make available, if any, in the Request for Proposals.

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

5. TERMS AND TERMINATION: The term of this Agreement shall commence on the date stipulated on Page 1 of this agreement, through Month, Day Year and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. Either Party 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 seven (7) days written notice of such termination to the other Party.

In the event of any such termination, Consultant shall provide to WCA a termination report within thirty (30) days consisting of all drawings, specifications, reports, and data accumulated through the date of such termination in a form accessible and usable by WCA.

6. INDEMNIFICATION:

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

6.2 Consultant agrees to indemnify, defend, and hold harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, and employees from and against any and all damages, claims, liabilities, costs, suits, or expenses, including reasonable 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 acts, errors or omissions, or unlawful actions, operations, or services hereunder, as well as any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

6.3 Neither the Consultant, nor any agents or subconsultants of any tier, shall be obligated to indemnify the WCA and its related persons and entities for liabilities caused by the willful negligence of the WCA and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify the WCA and its related persons and entities arising under the policies of insurance maintained by the Consultant under Article 9, below.

6.4 Consultant agrees to require that any subconsultants, subcontractors, and independent contractors maintain the same insurance coverage which it is required to maintain under Article 9, below, including but not limited to, the obligation to name the WCA and its related persons and entities as additional insureds under each such policy.

6.5 Consultant further agrees to require any subconsultants, subcontractors, and independent contractors to indemnify, defend and hold harmless the WCA and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any negligent act or omission of each such subconsultant, subcontractor, or independent contractor, its agents, or subconsultants of any tier.

6.6 Consultant's failure to require any subconsultant, subcontractor, or independent contractor to provide insurance and indemnification shall constitute a material breach of this Agreement. In the event of such breach, the WCA may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the Consultant, or in its sole discretion, the WCA may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the WCA for the full amount of premiums paid by the WCA for the replacement coverage. In its sole discretion, the WCA may offset the cost of premiums against any monies due to the Consultant from the WCA.

7.0 LIABILITY AND INSURANCE: Without limiting Consultant's indemnification of WCA and during the term of this Agreement, Consultant shall provide and maintain at its own expense the programs of insurance detailed below. Such programs and evidence of insurance shall be satisfactory to the WCA and primary to and not contributing with, any other insurance maintained by the WCA. Certificate(s) or other evidence of coverage shall be delivered to the Watershed Conservation Authority, 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that WCA is to be given written notice by registered mail at least thirty (30) days in advance of any material modification or termination of insurance.

7.1 Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which WCA may immediately terminate or suspend this Agreement.

7.2 The Consultant shall obtain the following forms of liability insurance and such insurance shall be endorsed naming the Watershed Conservation Authority as an additional insured.

7.2.1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

7.2.2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

7.2.3. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover. If Consultant is a sole proprietor and is not legally required to cover anyone, Consultant shall be exempt from this specific insurance requirement with the understanding and guarantee by Consultant that Consultant's status in this regard will remain unchanged for the full duration of its performance under this Agreement. Should Consultant's status as a sole proprietor change, it shall notify WCA in advance and shall immediately obtain the required insurance under this provision. Failure to do so shall constitute a material breach of this Agreement.

7.2.4. Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two years from the date of termination or completion of this Agreement.

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

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

8.2 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.

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

9.0 INDEPENDENT CONSULTANT STATUS:

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

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

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

10. ASSIGNMENT: This Agreement shall not be assigned without the prior written consent of WCA. Any attempt to assign without consent shall be void and confer no rights on any third parties, and shall not relieve Consultant of its obligations under this Agreement.

11. 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 sub-consultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the Los Angeles Superior Court.

12. 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.

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

14. GRATUITIES

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

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

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

15. TERMINATION FOR IMPROPER CONSIDERATION

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

Consultant.

16. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

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

17. 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.

18. 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.

19. 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.

20. PREVAILING WAGE REQUIREMENTS: Consultant shall comply with all applicable prevailing wage requirements.

21. EMPLOYMENT ELIGIBILITY VERIFICATION: Consultant warrants that it fully complies with all federal statutes and regulations regarding employment. Consultant shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant or WCA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

22. CONSULTANT RESPONSIBILITY AND DEBARMENT

22.1 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.

22.2 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, bar 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.

22.3 The WCA may bar 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.

22.4 These terms shall also apply to subconsultants of the WCA Consultant.

23. SEVERABILITY: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be fully severable and such a finding shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

24. 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, Executive Officer

Organization Name

Contact Name
Address Line 1
Address Line 2
Email

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

27. ENTIRE AGREEMENT: This contract constitutes the entire Agreement between WCA and Consultant and may be modified only by further written amendment to the Agreement between the parties hereto.

WCA

Organization Name

By _____

Mark Stanley
Executive Officer

By _____

Authorized Signatory Name
Title

July 21, 2022 – Item 16

RESOLUTION 2022-32

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO AUTHORIZE THE EXECUTIVE OFFICER OR DESIGNEE TO NEGOTIATE AND ENTER INTO CONTRACT(S) FOR STEWARDSHIP PLANNING LEADERS FOR AZUSA FOOTHILLS OPEN SPACE LANDS (RMC19006).

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

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

WHEREAS, this action authorizes the Executive Officer or designee to negotiate and enter into small contract(s) for Stewardship Planning leaders for Azusa Foothills Open Space lands (RMC19006); and

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

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. **ADOPTS** the staff report dated July 21, 2022.
4. **AUTHORIZES** the Executive Officer or designee to negotiate and enter into small contract(s) for Stewardship Planning leaders for Azusa Foothills Open Space lands of a cumulative value not to exceed \$14,000.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2022-32

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On July 21, 2022

Herlinda Chico
Governing Board Chair

ATTEST: _____
Elizabeth St. John
Deputy Attorney General