

DATE: June 26, 2025

TO: WCA Governing Board

FROM: Mark Stanley, Executive Officer

SUBJECT: Item 14: Consideration of a resolution to authorize the Executive Officer to negotiate and enter into agreements for Project Management contracted services

RECOMMENDATION

That the WCA Governing Board authorize the Executive Officer to negotiate and enter into agreements for Project Management contracted services.

PROJECT DESCRIPTION

In February of this year, the board approved Resolution 2025-01, which outlined plans to enter into a third-party agreement for project management. However, due to delays in the contractor's availability of resources at the time of signing, the agreement with the consultant was never executed. To ensure competitiveness in the process, staff has released a request for qualifications (RFQ) for services (Exhibit A). Proposals are due June 27, 2025. Based on the questions received, it appears that there is significant interest in providing the service for WCA.

Project management services will concentrate on providing assistance with the development of WCA projects, which are numerous, various and dependent on requirements for acquisitions, planning, implementing, and programming. Due to the diversified and varying project management needs, multiple organizations may be selected. The consultant(s) will be responsible for general tasks and services, including but not limited to those outlined below.

- *Program Management.* Providing technical advising for WCA, managing large public grants, overseeing contracts, and coordinating with steering committees and project partners. Ensuring there is understanding of the mission and desired outcomes.
- *Identification of deliverables.* Overseeing project progress, deliverables, scope, and timelines. Collaborate with stakeholders to ensure alignment with WCA objectives and have a professional, productive, ability to communicate deliverables to the team.
- *Managing risks.* Identify project risks, ensure legal compliance, and prevent harm.
- *Effective communication.* Communicating project deliverables, gather public support, and engage the community through public hearings and volunteer involvement.
- *Planning and scheduling.* Creating detailed project plans, set timelines, and assign tasks to contractors and third parties.
- *Resource allocation.* Managing project resources, including labor, materials, and budgets, for efficiency.

- *Budgeting and cost control.* Managing project finances to stay within budget, mitigating overruns and out-of-scope costs.
- *Monitoring and controls.* Monitoring project progress, comparisons to benchmarks, and implementing corrective actions.
- *Quality management.* Ensuring project steps meet standards, monitoring contractor progress, and focusing on quality enhancements.

Professional project management has proven to be an effective management approach for organizations of WCA size that have high demands for leadership in key positions. A similar model is employed to manage the Los Cerritos Wetlands Authority (CWA), a Joint Powers Authority comprising the City of Long Beach, the City of Seal Beach, the California State Coastal Conservancy, and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy. The LCWA was established in 2006 and has found professional project management services provided by a third-party organization to be highly effective. The services offered include management of budgets, lands, planning, and project implementation. The concept has demonstrated cost-effectiveness and efficiencies, while also enhancing labor stability.

The anticipated term of agreements for project management service is anticipated to be negotiated for terms up to a five-year. Agreements will be in accordance with the budget, project funding availability, and service needs.

BACKGROUND

The vision for the project management support services is to adopt the “Connecting Communities through Nature” concept, which entails a “work with nature” approach to watershed enhancements and program activities. The WCA collaborates with local and regional entities to plan and execute projects that enhance our watersheds through investments in open spaces, parks, trails, bikeways, and greenways. WCA manages over 500 acres of open space, encompassing a diverse range of landscapes, from foothill areas to urban river parks that serve some of the most densely populated and diverse neighborhoods in the United States. The WCA has two substantial programming initiatives that are currently active and continually present opportunities for procuring land for open space use; two of these initiatives are actively, all in addition to the active planning and construction activity that is ongoing.

FISCAL INFORMATION

The budget for contracted project management service will come from management of grants. It is anticipated that over 95 percent of service provided by the consultants will be grant funded and five percent administratively funded.



WATERSHED CONSERVATION AUTHORITY

REQUEST FOR QUALIFICATIONS

For

PROJECT MANAGEMENT SERVICES

June 10, 2025

Watershed Conservation Authority
100 North Old San Gabriel Canyon
Road Azusa, CA 91702
<https://www.wca.ca.gov>

Contact: Maria Medrano
mmedrano@rmc.ca.gov



WATERSHED CONSERVATION AUTHORITY

Request for Qualifications

Project Management Services

Table of Contents

I. INTRODUCTION AND OVERVIEW.....	3
II. PROJECT DESCRIPTION.....	4
III. PM QUALIFICATIONS	4
IV. SCOPE OF WORK.....	5
V. PROPOSALS AND GUIDELINES.....	7
VI. COMPENSATION	8
VII. SUBMITTALS OF PROPOSAL	8
VIII. EVALUATION CRITERIA	9

Exhibit A: Project Area

Exhibit B: Sample Contractor Agreement

I. INTRODUCTION AND OVERVIEW

The Watershed Conservation Authority (WCA) is seeking qualified individuals, firms, or entities (Consultant(s)) to provide professional consultant services to fulfill WCA project portfolio inclusive of acquisitions, planning and implementation. This Request for Qualifications (RFQ) is to build a team (one or more) to perform the following services for the Project:

- **Project Planning and Execution:** Experts assist with developing comprehensive project plans, outlining tasks, deadlines, resource allocation, and dependencies.
- **Expert Support:** Access to experienced project managers who can guide, lead, and support initiatives, especially for high-visibility or complex projects.
- **Risk Management:** Services include identifying potential project risks and developing strategies to mitigate them.
- **Communication Management:** Facilitating effective communication between project partners, team members, and clients.
- **Quality Control:** Ensuring project deliverables meet the required quality standards.
- **Flexibility and Adaptability:** Services can be tailored to the specific needs of an organization and scaled up or down as required, offering flexibility in responding to changing project demands.

The WCA may award one or more contracts to complete the services above. Consultant proposals should indicate which specialty and/or task they can perform based on strengths. Multiple specialties/tasks may be selected by the Consultant in one proposal. Specialties are provided in Section III. General tasks and services are provided in Section IV. Contract durations will range but may be negotiated for up to five (5) years for certain services as needed. The selected consultant(s) are expected to work closely with the WCA, other consultants on the project team, and financial staff. Some consultants may be placed on a list for on-call services.

The WCA is a local public entity of the State of California recognized as a joint powers authority, exercising the joint authorities 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.

Proposals must be submitted **electronically in Adobe Acrobat (.pdf) format in the form of an email by 5:00 pm, June 27, 2025**, according to the guidelines set forth in Section

VII: Submittals of Proposal addressed to Mark Stanley mstanley@wca.ca.gov and copied to Maria Medrano, mmedrano@rmc.c.ca.gov.

II. PROJECT DESCRIPTION

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 neighborhoods in the country. Additional information can be found at wca.ca.gov.

The WCA is seeking project management services as an adaptable for management to create efficiencies, ensure projects are completed on time, within budget, and with desired quality.

III. PM QUALIFICATIONS

The consultant's proposal shall clearly identify the below key team member role(s) and meet the following minimum requirements and qualifications to proceed to the evaluation and scoring process.

Project Management (PM) Operative

The desired candidate will have a minimum of five (5) years of demonstrated experience related project oversight and directing teams. PM must be able to dedicate a minimum of 30% of their time to managing projects in close coordination with the WCA. There should be demonstration of being able to manage multiple PM inclusive of grant administration. There is an expectation of site visits to track project progress and to participate in both virtual and in person meetings. The candidate ideally would live or work from an office within a 2- hour drive from WCA main headquarters site in the City of Azusa and have the ability to travel to WCA project site.

Skilled Support Services

Must possess a minimum of three (3) years of experience managing public outreach programs with proven level of understanding of resource planning and implementation in Southern California. Skills should include a high level of understand of best practices in the coordination and implementation of constituency engagement. Previous experience working with community groups or communities in the Los Angeles metropolitan area or surrounding region is preferred. The WCA has strong interested in reaching traditionally underserved communities for this project.

Risk Management Assessment

Shall possess a minimum of five (5) years of experience or academic acuity in how to proactively identify, analyze and respond to potential issues that could negatively impact project objectives throughout the lifecycle of projects. In addition, demonstrate an understanding of risk associated with project oversight, administration, budgets, personnel as well as constituent engagement.

Communication Leadership

Shall possess a minimum of three (3) years of experience being able to communicate effectively with skilled professionals and community groups and individuals. Strong verbal, written and nonverbal communication skills, as well as active listening and empathy in the navigation of complex project interactions is required.

High Standard Production Outcome

Demonstrated management skills that produce long-term positive impacts or enhancements that result from bring efforts to a successful conclusion.

Availability

Being able to tailor the specific needs of the WCA and scaled up or down as required, offering flexibility in responding to changing project demands. Skilled in understanding project workflow requirements, tracking and planning for project tasks.

IV. SCOPE OF WORK

The consultant(s) would be responsible for general tasks and services including but not limited to those outlined below.

Program Management

- Provide technical advising for WCA for the administration, budgeting, scheduling, and oversight of contractors.
 - o Manage large public grants for the project, including reviewing subcontractor invoices.
 - o Oversee other project team contracts with WCA staff and manage their budget/deliverables delivery schedule.
 - o Coordinate with the WCA steering committee and assist with public communications/briefings.
 - o Assist with grant applications should gap funding be needed.
- Ensure that team understands mission and desired outcomes.
- Provide team vision, mission and objectives.
- Recognition of achievements with the team.
- Allow for adaptability where warranted and beneficial to outcomes.
- Accomplishment of proceeding goals on this list of objectives.

Identify deliverables

- Assist with defining tangible products, services or results that projects will produce.
- Oversight of project progress and deliverables, scope activity, and timeline.
- Work with constituency and project partners to ensure activities are accomplishing WCA key performance indicators and objectives to meet goals.
- Communicate the project deliverables clearly to all members of the team assisting with defining expectations.

Managing risks

- Identify potential project risk to project flow and team ability to control timely deliverables
- To the best of your knowledge, ensure plan of action meets legal requirements and statutes and will not cause harm to others.

Effective communication

- Communicate the project deliverables clearly to all members of the team assisting with defining expectations.
- Gather public support for permit meetings and other public hearings.
- Work effectively with engineering team to communicate with the projects with the public.
- Drive public engagement schedule to ensure adequate community participation.
- Involve volunteers in Project as warranted.

Planning and scheduling

- Create the level of detail for projects to be fully effective and efficient with management.
- Set timelines for successful delivery of projects and initiatives.
- Assign tasks to contractor, consultants and third party participants for effective delivery of tasks.

Resource allocation

- Manage resources of projects labor and materials effectively and efficiently.
- Guide utilization matrix for team to be effective and efficient inclusive of people, budgets and equipment.

Budgeting and cost control

- Ensure estimates for budgets and cost are estimated as accurately as possible by considering for inclusivity scope cost.
- Manage finances projects to stay within budget.
- Mitigate project budget overruns, change orders and out of scope cost.

Monitoring and controls

- Track projects progress and managing adjustments as needed to keep efforts progressing efficiently.

- Regularly comparing actual progress against planned benchmarks and milestones to identify any deviations or deficiencies.
- Taking corrective action based on monitoring data and implementing any need course corrections.

Quality management

- Ensure each step of the project meets standards
- Checking in on contractor progress to ensure objectives are on track to be met.
- Strong focus on quality enhancement to successfully deliver and meet objectives.

V. PROPOSALS AND GUIDELINES

This RFQ is a solicitation for proposals only, and is neither intended, nor to be construed as an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the WCA reserves the unqualified right to reject any or all proposals for any reason. WCA is responsible only for that which is expressly stated in this RFQ.

WCA is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

WCA shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any RFQ prepared and/or submitted in response to this request. Responses to this RFQ shall be made according to the specifications and instructions contained herein. Failure to adhere to RFQ instructions may be cause for rejection of any proposal.

WCA reserves the right to interpret or change any provisions of this RFQ at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda to this RFQ. Such addenda will become part of this RFQ and may become part of the resultant contract. 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. Such addenda shall be made available to each consultant that has submitted a proposal to this RFQ. WCA, at its sole discretion, may determine that a time extension is required for submittal of proposals, in which case an addendum shall indicate the new proposal submittal date.

No changes to the proposals shall be allowed after submittal to the WCA.

Any agreement entered into by the Consultant shall be consistent with applicable federal, state, and local laws. Consultants understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal. Any and all parts of the submitted proposal

may become part of any resulting contract between the selected Consultant and the WCA.

WCA will select successful Consultant(s) based on qualifications that represent the best service, regardless of race, creed, color, or gender.

All services provided by the Consultant, and all materials, documents, reports, and other information of all types developed by the Consultant for the Project, and all works based thereon, incorporated therein, or derived there from, shall be the sole and exclusive property of the WCA.

VI. COMPENSATION

The Consultant shall be compensated based upon the completion of agreed milestones. WCA will reimburse the Consultant for additional copies of reports and any other written requests outside the agreed upon Scope of Work. The Scope of Work in this RFP will be paid through grant funds, therefore mileage, lodging, and per diem expenses must adhere to these [guidelines](https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx):

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

Invoices shall be submitted consistent with the provisions of the work plan outlined in the contract agreement.

VII. SUBMITTALS OF PROPOSAL

The response to this RFP must be made according to the requirements set forth in this Section VII, both for content and for sequence. Submittals should be received **electronically in Adobe Acrobat (.pdf) format in the form of an email by 5:00 pm, June 27, 2025, to:**

To: Mark Stanley, WCA Executive Officer
mstanley@wca.ca.gov

cc: Maria Medrano, Administrative Assistant
mmedrano@rmc.ca.gov

Questions regarding this RFQ are welcome and shall be made in writing to the contacts at the emails above no later than **5:00 pm Thursday, June 19, 2025**. In the interest of fairness to all potential contractors, the WCA will not respond to individual requests for information regarding the RFQ. Responses to all questions will be posted on the WCA's website by **5:00 pm Monday, June 23, 2025**. Note that the WCA's responses to questions and requests for clarifications will be shared with other potential proposers through e-mail and

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

MANDATORY CONTENTS

Section 1 - Cover Letter: shall be a maximum two-page letter including the name and address of the primary Consultant submitting the proposal; whether the proposing Consultant is an individual, partnership, corporation, or joint venture; identify the key team member role(s) and tasks the proposal is submitted for; a list of subconsultants on the Consulting Team (if applicable), and the name, address, and telephone number of the contact person who will be authorized to make representations for the primary Consultant.

Section 2 - Table of Contents: shall provide a clear overview of proposal content using page numbering.

Section 3 - Statement of Qualifications and Experience, inclusive of portfolio cut sheets, project references and resume(s): The information shall include relevant information regarding organizational stability and strength, including a ascription/statement of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc. Designation of an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the timely execution of services requested. A list of projects which indicates related experience. Include a list of references and respective phone numbers. Provide brief (1-2 page) resumes only for the individuals who will be directly and regularly involved with the project. Include relevant experience, education, certifications, and completed projects.

Section 4 – Technical Proposal: shall address the relevant points outlined in the RFQ Scope of Work. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ. Consultant's rates and fees should be included in the response.

Section 5 - Acceptance of Terms and Conditions: shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the WCA Consultant Services Agreement and identified in this RFQ.

Section 6 – Conflict of Interest Disclosure: shall include a statement identifying any potential conflicts of interest that the Consultant and sub-consultants may have.

VIII. EVALUATION CRITERIA

Proposals will be evaluated by a panel appointed by the WCA. Proposals that are determined to be responsive to the mandatory requirements as indicated shall be evaluated based on the following criteria:

Approach. Detailed discussion of the Consultant's approach to performing the services listed in this RFQ. An evaluation of the Consultant's understanding of the services will be based on this section.

Recognition. Understanding of overall concepts and objectives and responsiveness to RFQ requirements.

Qualifications. Description of the role and qualifications of the prime consultant and each subconsultant (as applicable). Include brief descriptions of no more than five relevant projects completed by each Consultant. For each proposed team member, including subconsultants, describe their role and qualifications.

Upon receipt of these documents from an interested the WCA may request additional information and may conduct discussions with proponent (Consultant) regarding top-ranking proposals.

Those proponents selected as finalists may be asked to submit additional information regarding their financial history and contract performance, including whether the Consultant has ever been:

- a. a defendant in any litigation alleging that the Consultant had defaulted in its performance of its obligations under a consulting or other agreement; or
- b. found to be in default of a performance bond; or
- c. the subject of any bankruptcy or insolvency proceedings.

Final interviews for selected proponents will start as early as one week after proposal submittal deadline, and a recommendation to the WCA Governing Board for approval of award may occur at its next meeting following proposal deadline.

The WCA will attempt to negotiate a contract with the highest-ranking one or more proponents. If the parties fail to conclude satisfactory arrangements, negotiations will be terminated and negotiations will then proceed in the same manner with other proponents in order of ranking. In any event, the WCA reserves the right to add, substitute, or eliminate sub-consultants in negotiating the contracts for this RFQ.

The WCA anticipates contracting with multiple Consultants that best meet the mission and objectives of the Authority with the understanding that some Consultants may possess skills that are specialties in areas beneficial to WCA and may not be desirous to manage the entire portfolio of WCA project management needs.

WCA PROPOSAL SCORING SHEET			Consultant:
<u>Criteria Description</u>	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Approach/ Recognition: Understanding of the project components and capability to adequately analyze the project's goals/objectives & opportunities/constraints.	20		
Experience: Nature and quality of past completed work and recent experience with similar efforts and work.	20		
Qualifications: Education and experience of Key Team Member(s), as well as principals to be assigned and the proposed level of their participation.	20		
Cost: Consultant's cost and availability to complete the project task(s)	10		
Qualifications: Certified Small Business (SBE) or Disabled Veteran Business Enterprise (DVBE)	10		
TOTAL	80		

Exhibit A: Map of WCA Project Area

See the WCA website at wca.ca.gov for more information on organization activity.

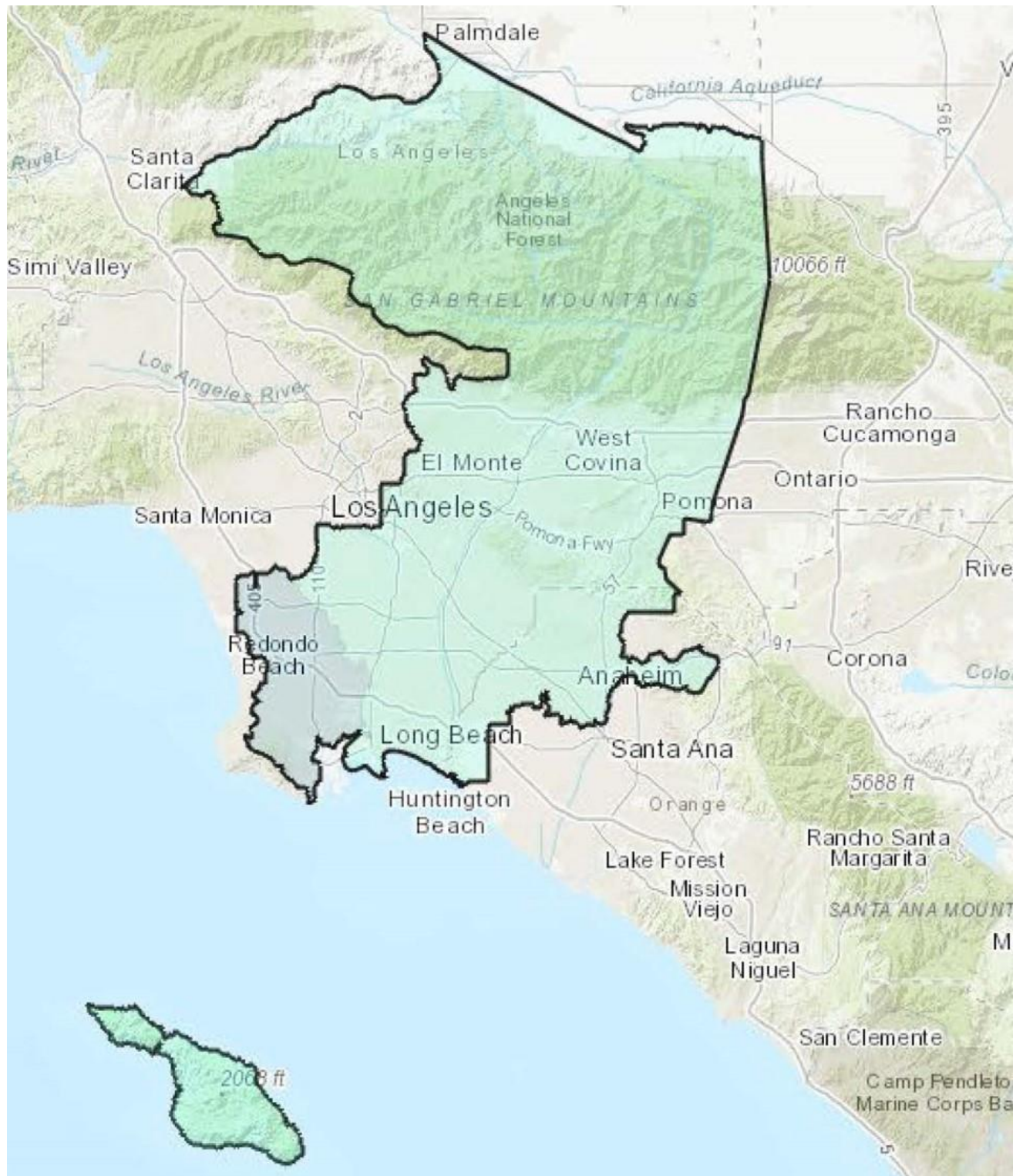


Exhibit B: Sample Contractor Agreement**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into this XXth day of Month 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,"

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

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

The parties hereto do mutually agree as follows:

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

2.0 CONSULTANT'S SERVICES: The scope of work shall be as outlined above and in the attached Exhibit A.

3.0 CONSIDERATION: In consideration of the performance by Consultant in a manner satisfactory to WCA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the Watershed Conservation Authority (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Consultant a maximum not to exceed fee of 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. Supplemental Consultant Services may be required at WCA's discretion, upon prior written authorization by Executive Officer or authorized representative, and will be based on Consultant's fee schedule on file with Executive Officer or authorized representative.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, WCA shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to WCA employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange WCA, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the contract period which coincides with that fiscal year.
- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause WCA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.
- e. Consultant will not be required to perform services which will exceed the contract amount, scope of work, and contract dates without amendment to this Agreement.
- f. Consultant will not be paid for any expenditure beyond the contract amount stipulated without a written amendment to this Agreement.

4.0 EQUIPMENT AND SUPPLIES: Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

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

6.0 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.

7.0 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. The Parties may cancel or terminate this Agreement for any lawful reason, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to the other Party.

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

8.0 INDEMNIFICATION:

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

8.2 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, agents, attorneys, and employees from and against any and all damages, claims, liabilities, costs, suits, or expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

8.3 Consultant further agrees to indemnify, defend, and hold harmless WCA, RMC, the District, and their respective agents, appointed and elected officers, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this agreement on behalf of Consultant by any person.

8.4 Neither the Consultant, nor any agents and subconsultants of any tier, shall be obligated to indemnify the WCA and its related persons and entities for liabilities caused by the active 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 this provision.

8.5 Consultant agrees to require that any subconsultants, subcontractors, and independent

contractors maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the WCA and its related persons and entities as additional insureds under each such policy.

8.6 Consultant further agrees to require any subconsultants, subcontractors, and independent contractors to indemnify and defend 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 act or omission of each such subconsultant, subcontractor, or independent contractor, its agents, or subconsultants of any tier.

8.7 Failure on the part of Consultant to require any subconsultants, subcontractors, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. 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.

9.0 LIABILITY AND INSURANCE: Without limiting Consultant indemnification of WCA and during the term of this Agreement, Consultant shall provide and maintain at its own expense the following programs of insurance. 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 modification or termination of insurance.

9.1 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.

9.2 Liability: Such insurance shall be endorsed naming the Watershed Conservation Authority as an additional insured and shall include:

9.2.1. 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.

9.2.2. 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.

9.2.3. 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.

9.2.4. 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.

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

10.1 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.

10.2 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.

10.3 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.

11. INDEPENDENT CONSULTANT STATUS:

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

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

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

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

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

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

15. CONFLICT OF INTEREST: No WCA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be

employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

16. PROHIBITION FROM INVOLVEMENT IN BIDDING PROCESS: Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime Consultant or sub-consultant, or as a Consultant to any other prime Consultant or sub-consultant. Any such involvement by Consultant shall result in the rejection by the WCA of the bid by the prime Consultant in question.

17. GRATUITIES

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

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

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

18. TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

19. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees and shall require each sub-consultant to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

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

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

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

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

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

25. CONSULTANT RESPONSIBILITY AND DEBARMENT

25.1 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.

25.2 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, debar the Consultant from bidding on WCA contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the WCA.

25.3 The WCA may debar a Consultant if the Board finds, in its discretion, that the Consultant has done any of the following: 1) violated any term of a contract with the WCA; 2) committed any act or omission which negatively reflects on the Consultant's quality, fitness, or capacity to perform a contract with the WCA or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the WCA or any other public entity.

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

26. 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 Agreement between the parties hereto.

WCA

Organization Name

By _____
Mark Stanley
Executive Officer

By _____
Authorized Signatory Name
Title

June 26, 2025– Item 14

RESOLUTION 2025-22

**CONSIDERATION OF A RESOLUTION TO AUTHORIZE THE EXECUTIVE
OFFICER TO NEGOTIATE AND ENTER INTO AGREEMENTS FOR PROJECT
MANAGEMENT CONTRACTED SERVICES**

WHEREAS, The Watershed Conservation Authority 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, staff has released a request for qualifications (RFQ) for Project Management Services; and

WHEREAS, project management services will concentrate on providing assistance with the development of WCA projects, which are numerous, various, and dependent on requirements for acquisitions, planning, implementing, and programming; and

WHEREAS, due to the diversified and varying project management needs, multiple organizations are anticipated to be selected; and

WHEREAS, the anticipated term of agreements for project management service is anticipated to be negotiated for terms up to a five-year; 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. **FINDS** that the budget for contracted project management service will come from management of grants.
4. **ADOPTS** the staff report dated June 26, 2025.
5. **APPROVES** the Executive Officer to negotiate and enter into agreements for Project Management contracted services.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On June 26, 2025

Vincent Chang
Governing Board Chair

ATTEST: _____
John Natalizio
Deputy Attorney General