

DATE: March 21, 2019

TO: WCA Governing Board

FROM: Nicole Law, Fiscal Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 15: Consideration of a resolution to approve a Professional Services Contract with Houston Magnani and Associates for Funding Opportunities.

RECOMMENDATION: That the Watershed Conservation Authority's Governing Board approve a Professional Services Contract for Funding Opportunities and related activities with Houston Magnani and Associates (HMA) in the amount not to exceed \$37,300 annually.

PROJECT DESCRIPTION: The WCA outsources professional services to obtain funding opportunities and legislative support services, and these services are obtained by issuing a Request for Proposals prior to the performance end date of the consulting firm's contract during that time period. The successful proposer would be contracted for professional services not to exceed twenty-four (24) months, generally coinciding with the WCA's fiscal years. If the WCA is satisfied with the services performed, the contract has an option to extend for up to two (2) additional one (1) year periods. If the option for extensions are carried forward, rates may be adjusted each year to allow increased costs subject to written agreement with the WCA representative. The scope of services includes, but not limited to, the following:

1. Development of programmatic descriptions and proposed allocations for projects consistent with WCA's mission.
2. Solicitation of legislative support and advocacy for these programs and funding allocations
3. Tracking of legislative actions which can support these programs and funding allocations
4. Monthly reporting of key legislative bills related to a variety of natural resource topics that may affect the WCA including, but not limited to, parks, open space, water, air quality, transportation, etc.
5. Serve as liaison between the California legislature and the WCA and coordinate necessary communications including meetings, conferences, telephone calls and related communications.

Prior to the expiration of the contract with its current funding opportunities firm, Houston Magnani and Associates (HMA), the WCA released a Request for Proposals to solicit an entity to provide the aforementioned services for the two subsequent fiscal years. HMA, whose contract ended on June 30, 2018 with all options to extend the contract exhausted, continued to provide services on a month-to-month basis until a new agreement is executed with the winning proposer.

BACKGROUND: On March 2, 2018, staff released a Request for Proposals (RFP) for Funding Opportunities (Exhibit A). The RFP was posted on the WCA website and Facebook page, and emails were sent to 13 companies that offer funding opportunities services. By the proposal submission deadline of March 23, 2018, only one proposal was received. Subsequently, in an effort to obtain more proposals, staff decided to extend the submission deadline to reach out to additional companies as well as provide more time for the previously emailed companies to submit a proposal. By the new proposal submission deadline of June 18, 2018, only one additional proposal was received. Two other companies advised they would not submit a proposal, with one

submitting a letter supporting the current Funding Opportunities firm, stating it was confident the current firm will continue to provide the Authority “top-notch representation in Sacramento.”

WCA staff evaluated the proposals based on the required RFP documentation necessary to be considered responsive to the RFP. Evaluation factors included completeness of RFP package and responsiveness to RFP requirements, fees schedule, level of firm experience and qualifications with similar projects and/or organizations, and level of key personnel experience (Exhibit B). Staff also conducted a follow-up phone interview and an in-person interview with the firms to clarify information and services on their respective proposals. The proposals were also scored by two WCA staff members and three RMC staff members. The scores are reflected below:

	General Quality, Completeness, & Responsiveness		Fees associated with proposal		Level of experience & qualifications with similar projects/orgs		Level of key personnel experience		Response from references	
	HMA	WG	HMA	WG	HMA	WG	HMA	WG	HMA	WG
Reviewer 1	20/20	20/20	20/20	10/20	30/30	15/30	20/20	16/20	8/10	8/10
Reviewer 2	18/20	20/20	18/20	10/20	30/30	20/30	20/20	15/20	10/10	10/10
Reviewer 3	17/20	20/20	18/20	10/20	28/30	15/30	15/20	15/20	9/10	4/10
Reviewer 4	18/20	19/20	20/20	20/20	30/30	20/30	18/20	18/20	8/10	8/10
Reviewer 5	18/20	19/20	19/20	10/20	29/30	16/30	19/20	16/20	8/10	9/10
Proposal Total Score (avg)	18.2 / 20	19.6 / 20	19.0 / 20	12.0 / 20	29.4 / 30	17.2 / 30	18.4 / 20	16.0 / 20	8.6 / 10	7.8 / 10

Proposer	Houston Magnani and Associates	Weideman Group
Overall Total Score (avg)	93.6 / 100	72.6 / 100

Upon an evaluation of the proposals received and performance of current services, staff recommends awarding the funding opportunities contract based on best value to Houston Magnani and Associates. This recommendation is due to the HMA’s qualifications, and the agency has demonstrated their vast expertise with regards to legislation, funding opportunities, and establishing close relationships with key statewide elected officials in the areas of parks, water, climate change, and natural resource management. The services, as proposed by Houston Magnani and Associates, shall be rendered at \$2,900 per month with an additional \$2,500 per year for pre-approved reimbursable expenses for a total fee not to exceed \$37,300 per fiscal year. Overall, the consulting firm will serve as a liaison with the California legislature and the WCA, coordinating necessary communications including meetings.

The agreement is for two fiscal years with an option to extend the contract up to two additional one-year periods contingent upon acceptable performance of services per the WCA Executive Officer or authorized representative.

FISCAL INFORMATION: This contract will be funded from Administrative Revenues in the amount not to exceed \$37,300 for each Fiscal Year 2019/20 and 2020/21. Sufficient funds are expected to be available as budgeted from JPA contributions and overhead allocations.

NOTICE OF INVITING PROPOSALS FOR FUNDING OPPORTUNITIES

In accordance to Section 3.6, the Watershed Conservation Authority (WCA) is extending the submittal due date for proposals from qualified entities to provide services for funding opportunities. The WCA is a joint powers authority of San Gabriel and Lower Los Angeles Rivers and Mountains and the Los Angeles County Flood Control District. The purpose of the Authority includes providing for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watersheds. The objective of this solicitation is to select a qualified consultant to provide funding opportunities for the WCA.

Each proposal must be submitted on the forms available in the enclosed Request for Proposals (RFP) package. Proposals shall be submitted to 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702, **on or before 3:00 p.m. on Monday, June 18, 2018.** Proposals shall be identified as "**Funding Opportunities - WCA**" on the envelope. No faxed or e-mail proposals will be considered. If you have questions before submitting your proposal please contact Salian Garcia, WCA Fiscal Manager, 626-815-1019 or at sgarcia@rmc.ca.gov.

The proposal(s) found to be most advantageous to meet the needs of the WCA shall be submitted to the WCA Board for their consideration to award. The Board has the right to reject any proposal at their discretion.

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REQUEST FOR PROPOSALS
for
FUNDING OPPORTUNITIES



100 North Old San Gabriel Canyon Road
Azusa, CA 91702

Primary Contact:

Salian Garcia, Fiscal Manager

626-815-1019 ext 110

sgarcia@rmc.ca.gov

Date of Original Release: March 2, 2018

Date of RFP Reissue: May 15, 2018

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EXHIBITS

Exhibit A: WCA Information Sheet

Exhibit B: Sample Agreement for Consultant Services with Insurance Alternatives

1. INTRODUCTION AND OVERVIEW:

The Watershed Conservation Authority (WCA) is requesting proposals from qualified entities to provide funding opportunities and legislative support services. The objective of this solicitation is to select an entity that is best qualified to provide the requested services.

The WCA is a local public entity of the State of California known as a Joint Powers Authority, 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 provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation. Additional information about the agency can be found at <http://www.wca.ca.gov/> and within **Exhibit A: WCA Information Sheet**.

2. DEFINITIONS:

Whenever the following terms are used in this request for proposal, they shall be understood to mean and refer to the following:

- 2.1 **Consultant:** Shall be referred to hereafter as the qualified person or persons, company firm or corporation who has been awarded a contract pursuant to the scope of work outlined below from the WCA.
- 2.2 **Proposer:** Shall be a qualified Consultant who holds the relevant education and experience for their specialty and appropriate to complete the work proposed.

3. PROPOSALS:

- 3.1 Proposers are requested to submit proposals offering services in accordance with Section 4, and in a format specified in Section 8 of this Request for Proposals (RFP).
- 3.2 This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the WCA reserves the right to reject any and all proposals received, to waive any informality on any proposal and to be the sole judge of the relative merits of material mentioned in the respective proposal received. WCA is responsible only for that which is expressly stated in this RFP.
- 3.3 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.
- 3.4 WCA shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposals prepared and/or submitted in response to this request. Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.

- 3.5 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.
- 3.6 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.
- 3.7 No changes to the proposals shall be allowed after submittal to WCA.
- 3.8 Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.
- 3.9 Proposers 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.
- 3.10 WCA will select a successful Proposer based on qualifications that represent the best service, regardless of race, creed, color or gender.
- 3.11 The Consultant shall take all formal direction from the WCA employee assigned the responsibility to oversee these services. All activities related to administration of the Consultant's agreement will be managed by a WCA employee.
- 3.12 The services shall be overseen by a WCA employee or designee assigned by the Executive Officer of the WCA.

4. SCOPE OF SERVICES:

- 4.1 The following scope of services is expected to be completed on a continual basis with a monthly report of work being completed:
 - Development of programmatic descriptions for legislative policy initiatives and objectives consistent with WCA's mission.
 - Solicitation of legislative support and advocacy for these programs and funding allocations for the WCA and its JPA partners.
 - Tracking of legislative actions which can support these programs and funding allocations
 - Identification and communication of new funding opportunities from existing or future sources from all levels of government and private entities.
 - Monthly reporting of key legislative bills related to a variety of natural resource topics that may affect the WCA including but not limited to parks, open space, water, air quality, transportation, etc.

- Serve as liaison between the California legislature and the WCA and coordinate necessary communications including meetings, conferences, telephone calls and related communications.
- 4.2 The following scope of services is expected to be completed on a periodic basis as requested below:
- Coordination of one annual legislative update session with key elected officials.
 - Legislative update and presentation before the WCA Governing Board and/or other agencies up to four (4) times per year.

Optional: If applicable, please provide a description of the grant writing and administration services provided by your agency as well as the fee schedule associated with such activities.

5. PAYMENT & CONTRACT TERM:

- 5.1 Payment shall be made after an approved invoice is submitted. Consultant shall submit an invoice along with a monthly update of work completed according to the agreed upon scope of work. Payment shall not be made until the WCA or its representative, has determined that the tasks have been satisfactorily completed.
- 5.2 The selected Consultant shall be asked to execute a contract for performance not to exceed twenty-four (24) months beginning July 1, 2018 through June 30, 2020. Fees included as part of this proposal and contract shall remain firm for the twenty-four (24) month period. If the WCA is satisfied with the services performed, the contract has an option to extend for up to two (2) additional one (1) year periods. If the option for extensions are carried forward, rates may be adjusted each year to allow increased costs subject to written agreement with the WCA representative.

6. INSURANCE AND CONTRACT REQUIREMENTS:

- 6.1 Consultant will show proof of Workers Compensation Insurance, General Liability Insurance and Auto Insurance with the General and Auto Insurance to be at least \$1 million per occurrence. The consultant must also have the Watershed Conservation Authority, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, Los Angeles Flood Control District and the Mountains Recreation and Conservation Authority named as Additionally Insured. There are Insurance Alternatives to the Written Agreement and the consultant must select either Alternative 1 or 2 upon contract execution.
- 6.2 By submitting a proposal for consideration, the Consultant acknowledges that the attached sample contract (**Exhibit B**) contains non-negotiable terms including liability and insurance requirements which must be executed by the successful consultant.
- 6.3 Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved, in writing, by the Watershed Conservation Authority prior to commencement of actual change of work. No fee adjustment shall be allowed unless it is based on said prior written approval.

- 6.4 Prior to execution of a contract, the contract will be placed on the agenda for authorization by the WCA Governing Board at their next public meeting.

7. **GENERAL CONDITIONS:**

- 7.1 Responses to this RFP shall be made according to the specifications and instructions contained herein.
- 7.2 Proposers 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 resultant contract between the selected Consultant(s) and WCA.
- 7.3 The submission of a proposal shall be considered conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered in respect to the character, quality and quantities of the properties listed in this RFP.
- 7.4 Anything called for in any one of said documents shall be deemed to be required equally as if called for in all these documents; Request for Proposal, Proposal, Statement of Experience, and Written Agreement executed by the parties, shall constitute the Contract; the documents constituting the same are intended to be read together and to require a complete and finished piece of work, including all labor and materials necessary for the proper execution and completion thereof.
- 7.5 The Proposer(s) to whom the award is made will enter into a written contract with the WCA. In case of default by the Consultant, the WCA reserves the right to procure the services from other sources and to hold the Consultant responsible for any excess costs incurred by the WCA thereby. A copy of a sample Draft WCA contract is attached (**Exhibit B**).
- 7.6 Questions and comments concerning this RFP shall be directed to Salian Garcia, Fiscal Manager with the WCA at 626-815-1019 ext. 110 or at sgarcia@rmc.ca.gov. Note that the WCA's responses to questions and request for clarifications will be shared with other potential proposers through e-mail and the WCA website.
- 7.7 It is recommended that potential proposers inform Salian Garcia 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.

8. **FORMAT OF PROPOSAL:**

- 8.1 The response to this RFP must be made according to the requirements set forth in this Section, both for content and for sequence. Submittals should be received by Watershed Conservation Authority **on or before 3:00p.m. on Monday, June 18, 2018.**

- 8.2 The proposal must be enclosed in a sealed envelope and marked as “Funding Opportunities - WCA” on the envelope. No faxed or e-mailed proposals will be considered. Proposals must be submitted to 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 at the attention of Salian Garcia, Fiscal Manager. Three (3) copies of the Proposal packet shall be submitted to the WCA.
- 8.3 Proposal submittals shall be organized as indicated below. Specific requirements for each of the Consultant's proposal sections are included hereinafter.
- 8.4 The proposal should include at least the following:
- 8.4.1 Description of Services: A description of the services to be provided based on the Consultant's understanding of the Scope of Work.
 - 8.4.2 Statement of Qualifications: A statement of no more than three pages in 12 point font which describes the firm's qualifications to perform the work described in Section 2.
 - 8.4.3 Resumes: Resumes of the key staff who will be working on the Project, including specifics of experience on similar projects must be submitted as part of the proposal.
 - 8.4.4 Firm Experience: A detailed list of the firm's and any sub consultant's experience on similar type projects.
 - 8.4.5 List and Resume for Sub-consultants: A list of any sub-consultants to be used and the items of work to be performed must be detailed in the task list and timeline. Resume of key personnel and experience for each sub-consultant.
 - 8.4.6 References: Consultant shall provide a list of references (2 minimum) for whom work has been completed in the last five years. The list shall include the name of the contact, company name, address, telephone number, email address, and a description of services rendered and outcomes.
 - 8.4.7 Authorization Signature: Signature of an official(s) authorized to bind the offer and statement to the effect that the proposal is a firm offer for a period of 45 days from the date of submittal.
 - 8.4.8 Fees for Services: Fees for services shall be submitted concurrently with the proposal. A monthly retainer fee shall be submitted for consideration to complete all elements of the Scope of Services identified in Section 4. The proposal shall also include an estimate of reimbursable costs to deliver the periodic Scope of Services requested. This estimate may include costs for travel, including fuel, lodging, meals, etc., if necessary, for travel from the Proposer's location to Southern California vicinity to deliver the periodic Scope of Services. All costs for reimbursables must be pre-approved before expended under the Agreement. Total reimbursable allowance shall not exceed more than 10% of the total contractual amount. The monthly fee provided in the proposal will remain

in effect for the duration of the Agreement. If desired for consideration, please include a fee schedule for grant writing services.

Optional: Please provide the fee schedule associated with grant writing and administration services provided by your agency.

9. **EVALUATION CRITERIA**: Proposals that are determined to be responsive to the mandatory requirements as indicated in Sections 4 and 8 shall be evaluated based on the following criteria:

9.1 SUMMARY OF SCORING

General Quality and Responsiveness of the Overall Proposal:

(20 pts) Completeness of RFP package and responsiveness to RFP requirements

Fee Schedule:

(20 pts) Fees associated with proposal

Statement of Experience:

(30 pts) Level of firm experience and qualifications with similar projects and/or organization

(20 pts) Level of key personnel experience in the delivery of requested services

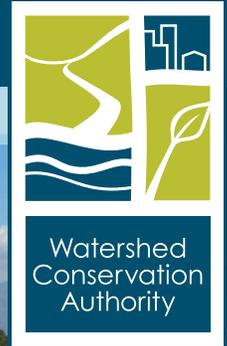
(10 pts) Response from references

100 points possible

Proposals will be evaluated based on the criteria in Section 4 and 8. Scores will be averaged, and ranked. Final selection will be based on the identification of the highest benefit to the WCA in providing the requested services. This determination will be established on a combination of the evaluation criteria.

WCA

Exhibit A: WCA Information Sheet



About the Organization

The Watershed Conservation Authority (WCA) vision of *Connecting Communities with Nature* embraces holistic watershed management to improve environmental integrity and to provide increased access to open space and recreational opportunities within the San Gabriel and Lower Los Angeles Rivers Watersheds.

Established in 2003 the WCA is a Joint Powers Authority (JPA). Member agencies include the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and Los Angeles County Flood Control District.

- **Staff: 7**
- **Funding: Work 95% Grant Funded**
- **Local, State, and Federal Partnerships**

Our Territory

The territory served by the Watershed Conservation Authority covers dynamic landscapes encompassing most of the San Gabriel Mountains—including the San Gabriel Mountains National Monument—down to the ocean across some of the most urban parts of the United States. This includes large, diverse populations in many distinct and culturally rich communities, in a region also recognized as an ecological hot spot for the diversity of wildlife and for the importance of natural conservation.

Actively engaged in enhancing river parkways:

- River Wilderness Park
- Walnut Creek Nature Park
- Duck Farm River Park
- East Fork San Gabriel River
- Parque Dos Rios

Our Territory

1,490 Square Miles
Lower LA River Watershed
San Gabriel River Watershed

Communities Served

LA and Orange Counties
68 Cities

Population

4.85 Million
Approx. 40% DAC (2010 Census)

Conserved Land

Approximately 460 Acres



WCA

The WCA collaborates to plan, design, implement, maintain, and promote stewardship of land vital for both community and environmental wellbeing.

The scope of our work involves projects that conserve, preserve, improve, and restore landscapes for natural functions and passive recreation. This includes many different activities: trails for hikes, bikes, and horseback riding, access to nature, interpretation, spaces for wildlife, and spaces for people to gather or rest. Resource conservation is also central to our work: promoting wise water management, species diversity through healthy plant communities, and active multi-modal transportation for cleaner air and stronger connections throughout the places we live.



Goals and Objectives from 2012 Draft Strategic Plan

Creating Healthy Watershed Function

- Protect open space for people and wildlife.
- Improve watershed hydrology to support water supply, water quality, flood protection, and ecosystem improvement.

Serving as a Regional Information Source for Recreation and Environmental Education

- Build regional awareness for WCA parks, plans, programs and services.
- Inspire environmental stewardship in diverse communities and among urban users of recreational resources.

Connecting People to Recreation and Nature

- Expand public access to existing, improved, and new recreation opportunities.
- Expand access to nature and natural environments that balances the needs of the community and the needs of nature.
- Design and implement a comprehensive environmental interpretation program.

Building a Sustainable Agency

- Build a diverse short- and long-term funding portfolio.
- Expand collaborative partnerships to support WCA parks, projects, and programs.
- Create and grow WCA independent identity and public awareness.



Contact Us

626-815-1019

www.wca.ca.gov

Like us on Facebook

@WatershedConservationAuthority

100 N. Old San Gabriel Canyon Rd.
Azusa, CA, 91702

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this **xxth** day of **Month 20YY**,

BY AND BETWEEN

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

AND

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

WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to develop project funding opportunities.

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

The parties hereto do mutually agree as follows:

1. Definition

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

2. Consultant's Services

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

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to WCA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the Watershed Conservation Authority (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Consultant a maximum not to exceed fee of XXXX Dollars (\$XXXXX). Services will be rendered beginning July 1, 2018 and end by June 30, 2020.

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 amendment to this Agreement.

4. Equipment and Supplies

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

5. WCA's Responsibility

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

6. WCA's Representative

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

7. Terms and Termination

The term of this Agreement shall commence on July 1, 2018 agreement, through June 30, 2020 and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. The Parties may cancel or terminate this Agreement, 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.

This agreement has the option to extend for up to two (2) additional one (1) year periods, contingent upon acceptable performance of services per the WCA Executive Officer or authorized representative.

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

8. Mutual Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of WCA under this Agreement, WCA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or

expenses 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.

Consultant agrees to indemnify, defend, and save harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, agents, attorneys and employees from and against any and all claims, suits or causes of action including liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

9. **Liability & Insurance OR Reserved [No Text]**

Two alternative Indemnification and Insurance Provisions are set forth in Exhibit B of this Agreement.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Consultant above. Such provision is hereby incorporated into this Article by reference.

10. Anti-Discrimination

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

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

Consultant specifically recognizes and agrees that if WCA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which WCA may determine to cancel, terminate, or suspend the contract. While WCA reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or federal anti-discrimination laws shall constitute a finding by WCA that Consultant has violated the anti-discrimination provisions of the contract.

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

11. Independent Consultant Status

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

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

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

12. WCA's Quality Assurance Plan

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

terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

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

14. Forum Selection

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

15. Conflict of Interest

No WCA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

16. Prohibition from Involvement in Bidding Process

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

17. Gratuities

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

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

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

18. Termination for Improper Consideration

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

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

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

19. Notice to Employees Regarding the Federal Earned Income Credit

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

20. Reduction of Solid Waste

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

21. WCA Rights

The WCA may employ, either during or after performance of this contract, any right of

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

22. Fair Labor Standards Act

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

23. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

24. Employment Eligibility Verification

Consultant warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant or WCA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the WCA's policy to conduct business only with responsible consultants.
- b. The Consultant is hereby notified that if the WCA acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the WCA may,

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

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

26. No Payment for Services Provided Following Expiration and/or Termination of Agreement

Consultant shall have no claim against WCA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify WCA and shall immediately repay all such funds to WCA. Payment by WCA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of WCAs' right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

27. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

WCA

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Attention: Mark Stanley

Consultant

Company
Address 1
City, ST Zip

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

28. Entire Agreement

This contract constitutes the entire Agreement between WCA and Consultant and may be modified only by further written Agreement between the parties hereto.

WCA

Company

By _____

By _____

Mark Stanley
Executive Officer

Company Contact
Contact Title

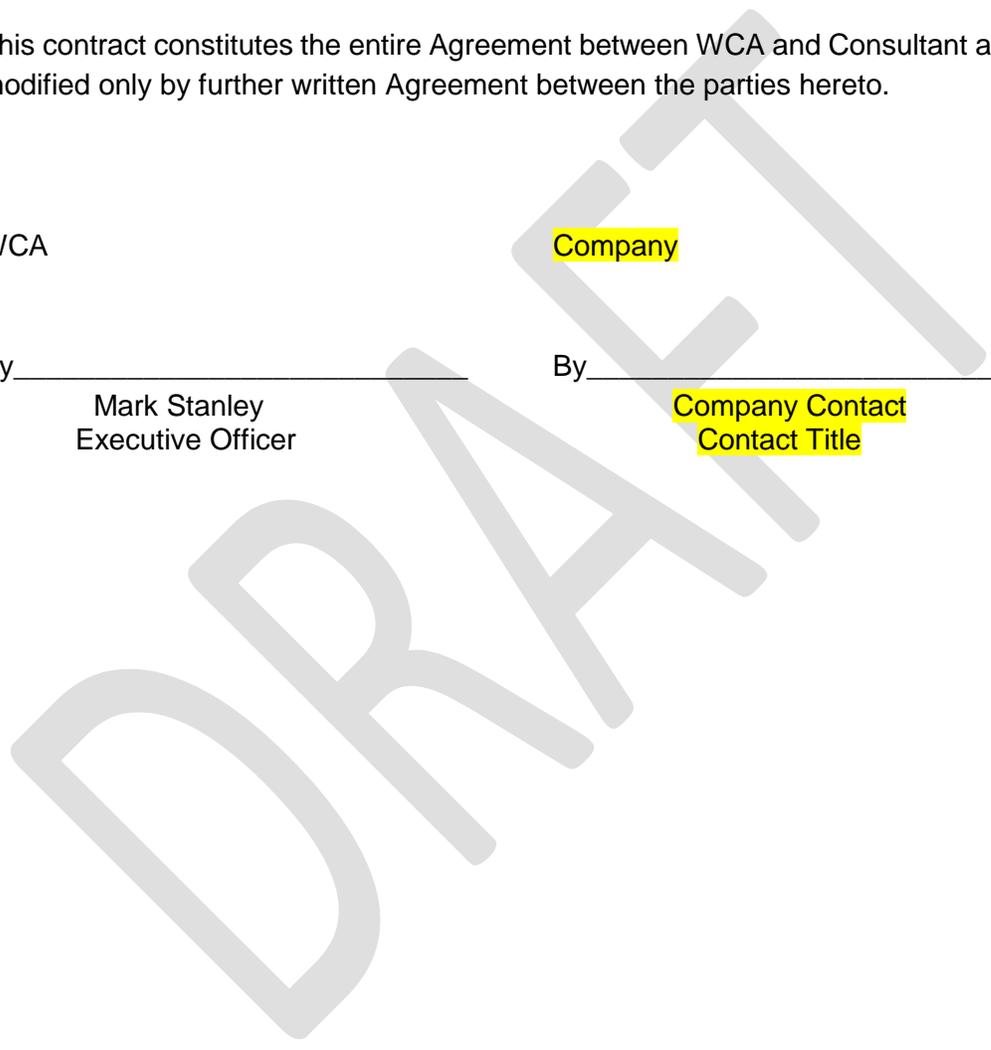


Exhibit A

Company

Scope of Work

Month Date, Year

(1 page)

DRAFT

	Houston Magnani	Weideman Group
General Quality and Responsiveness of the Overall Proposal		
Completeness of RFP Package and responsiveness to RFP requirements	_____ / 20 pts	_____ / 20 pts
Fee Schedule		
Fees associated with Proposal	_____ / 20 pts	_____ / 20 pts
Statement of Experience		
Level of Firm experience and qualifications with similar projects and/or organizations	_____ / 30 pts	_____ / 30 pts
Level of key personnel experience in the delivery of requested services	_____ / 20 pts	_____ / 20 pts
Response from references	_____ / 10 pts	_____ / 10 pts
Proposal Total Score	_____ / 100 pts	_____ / 100 pts

March 21, 2019 – Item 15

RESOLUTION 2019-16

**RESOLUTION TO APPROVE A PROFESSIONAL SERVICES CONTRACT
WITH HOUSTON MAGNANI AND ASSOCIATES FOR FUNDING
OPPORTUNITIES**

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, this action approves a professional services contract with Houston Magnani and Associates for funding opportunities; and

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

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated March 21, 2019.
4. **APPROVES** a professional services contract with Houston Magnani and Associates for funding opportunities.

~ End of Resolution ~

//

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2019-16

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On March 21, 2019

Herlinda Chico,
Governing Board Vice Chair

ATTEST: _____
David Edsall, Jr.
Deputy Attorney General